

**Request for Empanelment of competent agencies
for the execution and delivery of
Technology Solutions and Manpower Resource
Services**

Tender Notification No.: CDACM/PS/CO27-021

Issued By



Centre for Development of Advanced Computing

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Website: www.cdac.in

NOTE:

1. The details of tender notification can be downloaded from <https://eprocure.gov.in/eprocure/app> or Tender Free View Link from C-DAC Website <https://www.cdac.in>
2. Vendors should obtain the USER ID and PASSWORD from **CPP Portal** by clicking on "<https://eprocure.gov.in/eprocure/app>" link in the homepage.
3. For further details on Tender participation, please contact Helpdesk as mentioned below:-
 - Telephone: +91-22-26201604/418/221 Email: purchasem@cdac.in
4. Tenders should be submitted only through **CPP portal** and obtain the Tender Acknowledgement copy as a proof of successful submission.

Tender documents for viewing only are also available in C-DAC, Mumbai web-site address: www.cdac.in.

5. All corrigendum and addendum shall be published only on CPP Portal.

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder (s) or applicants through addendums/corrigendum through CPP portal on behalf of C-DAC is subject to the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by C-DAC to the interested Bidder (s) for submission of bids. The purpose of this RFP is to provide the Bidder (s) with information to assist the formulation of their proposals. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

While reasonable care has been taken in providing information in this RFP, the Bidder(s) are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the Bidder(s) are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to the C-DAC and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFP.

Nothing in this RFE shall be construed as legal, financial or tax advice. C-DAC will not be liable for any costs, expenses, or losses, however, so incurred by the Bidder(s) in connection with the preparation or submission of their application, regardless of the outcome of the selection process.

The empanelment of manpower supplying service providers is non-exclusive. C-DAC reserves the right to engage other service providers for similar services as and when required. Laws of the Republic of India shall be applicable to this RFE. Courts at Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute arising out of or in relation to this RFE.

By participating in this RFE, Bidders acknowledge that they have read, understood, and agreed to the above terms and conditions.

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Centre for Development of Advanced Computing (C-DAC) is the premier R&D organization of the Ministry of Electronics and Information Technology (MeitY), Government of India for carrying out R&D in IT, Electronics and associated areas.

Centre for Development of Advanced Computing (hereinafter referred to as C-DAC Mumbai) has its corporate office at Pune and other offices in various cities across the country.

This document is issued by C-DAC, a Scientific Society under Ministry of Electronics & Information Technology, Govt. of India. "The sole objective of this document is the solicitation of Technical Bids from interested parties for performance of the scope of work detailed herein. This document is provided strictly on "as is" basis. Notwithstanding that the information herein has been prepared in good faith, no representation or warranty, expressed or implied, is or will be made, and no responsibility or liability will be accepted by C-DAC and/or any of its Directors, officers, Employees, Advisors, or Agents as to or in relation to the accuracy or completeness of this document, and any liability thereof is hereby expressly disclaimed.

Interested parties may carry out their own studies, analysis, investigations or due diligence as required before submitting their proposals.

This document does not constitute an offer, invitation, or solicitation of an offer, nor an invitation to negotiate, and shall not form the basis of any agreement or commitment whatsoever. C-DAC representatives, its employees, and advisors make no representation or warranty of any kind and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of this document.

Post-response activities listed to be carried out by C-DAC are indicative only. C-DAC reserves the unilateral right to continue with these activities, modify the sequence, add new activities, or omit/remove activities, entirely at its sole discretion, as dictated by its best interests. C-DAC accepts no liability, for changes to this process and no party may rely upon the listed activities as binding commitment by C-DAC.

The Bidder is expected to comply with all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required in the Bidding Document or to submit a Bid non-conforming to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, preparing their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

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

REGISTRATION

Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudhra etc.), with their profile. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead for misuse. Bidder then logs in to the site through the secured login by entering their user ID/password and the password of the DSC/e-Token.

SEARCHING FOR TENDER DOCUMENTS

There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidder through SMS/email in case there is any corrigendum issued to the tender document. The bidders should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

Bidder should take into account any corrigendum published on the tender document before submitting their bids. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid: Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

NIT Detail

1	NIT No.	CDACM/PS/CO27-021
2	Name of work	Empanelment of competent agencies for the execution and delivery of Technology Solutions and Manpower Resource Services.
3	Contract Period	Initially three (3) years – extendable by up to two (2) years based on performance and requirements
4	Bid validity	180 days from the date of opening of Tender.
5	Estimated cost put to tender	Empanelment
6	EMD	As specified under Section VI – RFE Submission Process (Point 7) of this document
7	Performance Guarantee	5% of the value of Contract Order
8	Dates of availability of Tender Documents for download	24.09.2026 at 1100 hrs to 16.10.2026 at 1600 hrs. Website on https://eprocure.gov.in/eprocure/app
9	Pre-bid meeting	30.09.2026 at 1130 hrs. (online) The Pre-bid meeting will be conducted online. An online link will be sent to the interested bidders for attending the Pre-bid meeting. Interested bidders may mail the name of the representative attending the meeting and their queries to purchasem@cdac.in on or before 29.09.2026 at 1600 hrs procurement@cdac.in
10	Bid Submission start date	05.10.2026 at 1300 hrs
11	Last date and time of closing of online submission of tenders:	16.10.2026 at 1600 hrs.
12	Date and time of online opening of Technical Bid.	19.10.2026 at 1000 hrs. (online)

Note:

- C-DAC, Mumbai reserves the right to accept or reject in part or full any application(s), without assigning any reason hereof. The applications specifying any condition shall be rejected forthwith.**
- All corrigendum / addendums / clarifications regarding this RFP shall be posted on the above mentioned websites only. No other communication or advertisement will be given.**
- The above schedule is tentative only and subject to change. Any change to the Activity Schedule will be notified through mentioned websites only. No other communication or advertisement will be given.**

DISCLAIMER This is a Request for Empanelment ("RFE") for inviting comments from relevant stakeholders.

SECTION I – Introduction

Centre for Development of Advanced Computing (C-DAC) is a premier R&D organization set up under the Ministry of Electronics and Information Technology (MeitY), Government of India. C-DAC has been at the forefront of driving innovation in Information Technology, Electronics, and associated areas. It plays a vital role in realizing the vision, objectives, and goals of Digital India by providing cutting-edge technological solutions, strategic support, and capacity building for e-Governance and Digital Transformation initiatives.

C-DAC provides technical expertise and strategic advisory to various Ministries/Departments of the Central, State Governments, the Maritime Sector and ports for the implementation of ICT-based projects. Its activities encompass areas such as e-Governance, Cloud Computing, Cyber Security, Artificial Intelligence, High Performance Computing, and more.

Through its Centres across India, C-DAC has been instrumental in supporting MeitY and other Ministries/Departments/States/Maritime Sector in programme management, design, and implementation of large-scale e-Governance and Digital India initiatives.

C-DAC intends to empanel competent agencies for the execution and delivery of IT Projects and Solutions. The objective of this empanelment is to ensure timely implementation, maintain high standards of quality, and enhance overall efficiency in project delivery. The empanelled agencies will work in collaboration with C-DAC, various Ministries and Departments of the Central and State Governments, and the Maritime Sector to design, develop, and implement end-to-end IT solutions, including the creation of Digital Ecosystems and Enterprise Architectures.

C-DAC, Central and State Government Ministries/Departments, Public Sector Undertakings (PSUs), and other affiliated organizations utilizing this empanelment for awarding work shall be referred to as the 'Client' henceforth.

Centre for Development of Advanced Computing (C-DAC) invites responses to this **Request for Empanelment (RFE)** from eligible agencies for the **execution and delivery of IT Projects and Solutions**.

Purchase Preference to Micro and Small Enterprises (MSEs):

Purchase preference will be given to MSEs as defined in the *Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012* dated 23.03.2012, issued by the Ministry of Micro, Small and Medium Enterprises, and its subsequent orders/notifications issued by the concerned Ministry.

If the bidder wishes to avail the purchase preference for services, the bidder must be the actual service provider of the offered service. Relevant documentary evidence in this regard shall be uploaded along with the bid for the offered service.

If the L1 bidder is not an MSE, and MSE service provider(s) have quoted a price within the L1 + 15% margin of purchase preference/price band as defined in the relevant policy, then 100% of the order quantity shall be awarded to such MSE bidder(s), subject to their acceptance of the L1 bid price.

SECTION II – Schedule of Events:

Sr. No.	Event	Date
1	Date of commencement of RFE Process	T0
2	Last Date and Time for RFE Submission along with all supporting documents	T1 = T0 + 22 days
3	Date of Technical Presentation / Consultation	TBD

SECTION III – Purpose / Objective

C-DAC intends to empanel competent agencies for the **execution and delivery of IT Projects and Solutions as well as provide qualified personnel/manpower**. The objective of this empanelment is to ensure timely implementation, high-quality deliverables, and effective management of project resources across various domains.

The empanelled agencies will support C-DAC in activities such as system design, software development, implementation, integration, maintenance, and testing of IT solutions for Government Ministries, Departments, the Maritime Sector and Ports, as well as provide such qualified personnel/manpower, as may be required by C-DAC.

C-DAC retains absolute discretion to empanel additional agencies in the future, based on evolving project requirements and institutional needs.

SECTION IV – Terms and Conditions

1. C-DAC intends to empanel software development companies and IT solution/service providers for a period of **3 years**, which may be further extended for up to **2 years** based on performance, for the execution and delivery of IT Projects and Solutions including design, development, maintenance, and testing of software applications for various internal and external requirements.
2. The work under this RFE shall not be assigned, transferred, or sublet by the bidder to any other third party or agency in any manner other than as defined in this RFE. Non-compliance with this provision shall result in termination of the work order and forfeiture of the Performance Bank Guarantee (PBG).
3. If the bidder is found in breach of any condition(s) of this RFE at any stage, legal action as per applicable laws shall be initiated, and the PBG shall be forfeited. The bidder may also be debarred and/or blacklisted from participating in any future tenders of C-DAC for a minimum period of **one (1) year** from the date of such action.

4. Mandatory GeM Registration and Participation in Limited Tenders

Vendors applying for empanelment under this bid shall be mandatorily registered on the Government e-Marketplace (GeM) Portal under the relevant category/categories for which empanelment is sought. Documentary proof of such valid registration shall be submitted along with the bid, failing which the bid is liable to be rejected.

It is further clarified that the empanelment of agencies for the specified categories shall be carried out through the CPPP portal. However, for each actual requirement, a limited tender shall be floated on the GeM Portal, wherein only the empanelled agencies shall be eligible to participate. The selection of the successful bidder shall be based on the L1 (lowest price) quoted on the GeM Portal for the respective requirement.

5. **GeM Registration During Empanelment Period:** The empanelled vendors shall ensure that their registration on the Government e-Marketplace (GeM) Portal under the relevant category/categories remains valid and active throughout the entire duration of the empanelment period.

An undertaking to this effect, along with documentary proof of valid GeM registration, shall be submitted at the time of empanelment and as and when required by the Purchaser. Failure to maintain valid registration during the empanelment period may result in suspension or removal from the empanelled list.

6. No contractual commitment shall exist unless and until a formal **Work Order/Contract** has been executed by C-DAC. C-DAC reserves the right to cancel this RFE at any time, without prior notice, for any reason deemed appropriate.
7. C-DAC reserves the right to reject any incomplete and/or non-compliant bid/proposal at any stage of the process without assigning any reason. The decision of C-DAC during various stages of bid evaluation shall be **final and binding** on all bidders.
8. The responsibility of providing accurate and complete information/documents lies solely with the bidders. If C-DAC determines that any information provided is false, misleading, or conditional in nature, the bid may be summarily rejected.
9. C-DAC shall not be held responsible for any misinterpretation or erroneous assumptions made by the bidders while submitting their proposals.
10. C-DAC may terminate the RFE process at any time without assigning any reason.
11. The selected bidder and its deployed manpower shall have **no employer-employee relationship with C-DAC**. C-DAC shall not be liable for any labor-related and/or any other claims or obligations arising from the bidder's provision of manpower. The relationship shall strictly be that of a client ("C-DAC") and service provider ("Bidder").
12. C-DAC shall not reimburse any amount towards **Provident Fund, Employee Insurance, Bonus**, or any other statutory contributions. These obligations shall be borne entirely by the selected bidder in compliance with applicable laws and government regulations.
13. Any willful misrepresentation or false information in the RFE submission shall lead to **immediate disqualification**, forfeiture of PBG, and possible legal action. All submitted documents shall become the property of C-DAC. The bidders shall be deemed to have granted C-DAC rights to reproduce or disclose portions of their proposals for evaluation purposes.
14. The bidder shall submit a detailed organizational profile, including experience, key personnel, technical expertise, and financial standing, in the prescribed format.
15. Any attempt by a bidder to influence the evaluation process may result in rejection of its bid.
16. C-DAC reserves the right to verify the authenticity of all information provided by the bidder and may reject any proposal found to contain inaccurate or inappropriate content.
17. Bidders shall be deemed to have:
- Examined the RFE and all subsequent amendments or clarifications.
 - Assessed all circumstances and contingencies affecting their RFE submission.
 - Ensured correctness and sufficiency of their proposal, and notified C-DAC in writing of any discrepancies or omissions before the submission deadline.
18. The bidder shall bear all costs associated with RFE submission, presentations, or Proof of Concept (PoC) demonstrations. C-DAC shall not be responsible for any such expenses, regardless of the outcome.
19. Bidders must promptly inform C-DAC in writing of any **material changes** to their proposal, ownership, or financial/technical capability and provide supporting documents.

20. Shortlisted bidders shall not advertise or publicize their selection by C-DAC without prior written approval.
21. The detailed **Scope of Work** shall be included in the subsequent **Request for Quotation (RFQ)**, which will be shared with all empanelled bidders. The technical evaluation of bids will be carried out based on the RFQ criteria.
22. The bidder must agree to provide:
 - i. Competent manpower.
 - ii. Source code, object/executable code, unit test cases, build scripts, source code quality reports, and test scripts for CIT/SIT/UAT, along with required documentation.
 - iii. Functional and technical documentation, including system specifications, integration architecture, deployment guides, and release notes, for every delivery.
 - iv. C-DAC will interview each proposed candidate before onboarding for any project.
 - v. C-DAC shall specify indicative price limits for resources; bidders must adhere to the prescribed budget.
 - vi. The deployed resources shall work under the guidance of C-DAC teams, follow official working hours (09:00 to 17:30 hrs), and may be required to work beyond office hours or on holidays in exigencies, without additional remuneration.
23. All software development shall adhere to globally recognized **best practices and quality standards**.
24. C-DAC may adopt a **hybrid resource model**, combining internal and empanelled resources. Bidders shall cooperate fully in such setups and ensure smooth knowledge transfer to C-DAC personnel.
25. Applications developed/customized by the empanelled bidders shall undergo **unit, integration, performance, and security testing**, and bidders shall fix defects at no additional cost. C-DAC shall be sole owner of such applications, including its IP etc...
26. The bidder shall provide all required **functional and technical documentation** as requested by C-DAC from time to time.
27. The selected bidder shall execute a **Contract, Non-Disclosure Agreement (NDA), and Integrity Pact** in C-DAC's prescribed format.
28. C-DAC may modify any term or condition of this RFE before the submission deadline. Updates, if any, will be published on the CPP portal.
29. C-DAC retains absolute discretion to amend the terms or cancel the tendering process at any stage, completely free of any liability or obligation to the bidders. Reasons may include, but are not limited to:
 - i. Services are no longer required.
 - ii. Scope of work requires revision due to unforeseen factors or new developments.
 - iii. The project is no longer in C-DAC's best interest.
 - iv. Any other reason deemed appropriate by C-DAC.

SECTION V – Instructions to Bidders

1. Prospective bidding agencies desirous of participating in this RFE may view and download the RFE documents free of cost from the **C-DAC website** (<https://www.cdac.in>) and the **Central Public Procurement (CPP) Portal**.
2. At any time prior to the last date for receipt of bids, **C-DAC** may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective bidder, modify the RFE documents through an **amendment/corrigendum**. Any such amendment or corrigendum shall be deemed to be an integral part of this RFE.
3. All amendments/corrigenda will be notified on the above-mentioned websites and shall be binding on all prospective bidders.

4. C-DAC reserves the right to **cancel this RFE or modify the requirement** at any stage of the RFE process without assigning any reason. C-DAC will not be under any obligation to provide clarification for such actions.
5. Bidders are expected to examine and comply with all instructions, forms, terms, project requirements, and other information contained in the RFE documents. Failure to furnish all required information or submission of a proposal that is not substantially responsive may result in rejection of the bid.
6. Bidders must:
 - a. Include all documentation specified in this RFE.
 - b. Follow the exact format and sequence prescribed in this RFE and its annexures.
 - c. Comply fully with all requirements as set out in this RFE.
7. Undertakings for subsequent submission of any required documents shall **not be entertained** under any circumstances.
8. No bid will be accepted after the expiry of the prescribed time schedule. To allow bidders reasonable time to consider amendments or corrigenda, **C-DAC** may, at its discretion, extend the deadline for submission of bids.
9. Pre-bid queries, if any, shall be submitted to C-DAC through email at purchasem@cdac.in, within the date and time specified in the Notice Inviting Tender (NIT) and the Tender Timeline. Queries received after the stipulated deadline shall not be considered. No other mode of communication will be accepted for pre-bid queries.
10. C-DAC shall not be responsible for ensuring receipt of bidders' queries. Any requests for clarification received after the specified date and time shall not be entertained.
11. C-DAC will endeavour to provide complete, accurate, and timely responses to all pre-bid queries. However, C-DAC makes no representation or warranty as to the completeness or accuracy of any response and is not obliged to answer all queries. Unanswered queries shall not be deemed as accepted.
12. The bids shall remain **valid for a minimum period of 180 days** from the last date of bid submission. Proposals valid for a shorter period shall be treated as non-responsive.
13. Upon completion of the validity period, C-DAC may request bidders to **extend the validity** of their proposals, including the validity of the Bid Security Declaration and any other related documents. Such requests and responses shall be made in writing.
14. All bidders must submit a **Bid Security Declaration** confirming that they will not withdraw or modify their bids during the validity period. Bids without a Bid Security Declaration may be rejected.
15. Submission of bids shall be **through the CPP Portal only**. No other mode of submission will be accepted.
16. **Submission of Responses:**

Bidders shall submit their responses as per the instructions provided on the CPP Portal. The following documents must be uploaded in the prescribed formats and folder structure:

 - a. Documents as per the RFE
 - b. Technical Proposal
 - e. Financial Proposal
 - f. Annexure as per Section VIII: Requirements and Eligibility Criteria

Each document must be digitally signed by the authorized signatory of the bidder before submission. Bids must be "frozen" and submitted online within the specified timelines. C-DAC will not be responsible for any delays or failures in submission. All pages of the proposal must be **serially numbered** and include a **table of contents**. Any deficiency in documentation may lead to rejection of the proposal.

18. Authentication of Bid:

The "Authorized Signatory" refers to the person who has digitally signed and submitted the bid document. The authorized signatory may be the Principal Officer (Owner/MD/Director/Company

Secretary) or a duly authorized representative of the bidder.

The bidder shall submit a **Power of Attorney** or a **Board Resolution** authorizing the signatory to submit the proposal. A copy of the same must be uploaded in the relevant section on the CPP Portal.

Furthermore, the bid must be digitally signed by the authorized representative of the bidder before submission.

SECTION VI – RFE Submission Process

1. **Raising of Queries/Clarifications on RFE Document:**

Bidders requiring any clarification on this RFE document shall submit their written queries via email to procurement@cdac.in. Any suggestions or feedback related to this RFE may also be sent to the same email address.

2. **Modification in RFE Document:**

At any time prior to the deadline for submission of RFEs, **C-DAC** may modify any part of this document. Such modifications, if any, shall be issued in the form of an addendum/corrigendum and will be uploaded on the CPP Portal.

All such changes shall automatically become part of this RFE and will be binding on all bidders. Interested bidders are advised to regularly visit these portals for updates or amendments.

3. **Extension of Submission Deadline:**

Requests for extension of the RFE submission date shall not be entertained. However, to allow reasonable time for bidders to incorporate any amendments or corrigenda, **C-DAC** may, at its discretion, extend the submission deadline. No RFE may be modified after the last date for submission, nor may it be withdrawn during the validity period specified by the bidder.

4. **Compliance with RFE Requirements:**

Bidders are advised to thoroughly study the RFE document. Submission of an RFE shall be deemed to imply that the bidder has carefully reviewed and understood all instructions, eligibility criteria, terms, and technical specifications contained herein. RFEs that do not comply with the prescribed clauses or are incomplete in any respect are liable to be rejected. Failure to furnish the required information or submission of a non-responsive RFE shall be at the bidder's risk and may result in disqualification.

5. **Security Deposit for Empanelment:**

The selected agencies shall furnish an interest-free Security Deposit in the form of an Account Payee Demand Draft, Bank Guarantee, or online payment from a scheduled commercial bank. The deposit shall remain valid for the duration of the empanelment plus an additional three (3) months, or for any extended period as applicable.

Security Deposit for Empanelment: Rs.5,00,000/-

6. **Billing of Services:**

The selected bidder shall submit a monthly invoice for the services rendered during the billing period,

along with all supporting documents, including attendance records and work reports, duly certified by the designated Project-in-Charge of C-DAC. Payment shall be processed only upon verification and certification of the submitted documents by the authorized C-DAC representative.

7. Payment Terms:

Payments will be made on a monthly basis, subject to satisfactory performance of the deployed resources and compliance with the terms outlined in the Scope of Work.

8. Performance Bank Guarantee (PBG/e-PBG):

Upon issuance of a Work Order, the empanelled agency shall submit an e-PBG equivalent to **three percent (3%) of the total Work Order value within fifteen (15) days of its issuance**. The e-PBG shall be released by **C-DAC** upon satisfactory completion of the project as per the Work Order terms. No interest shall be payable on the Security Deposit or PBG. The e-PBG shall remain valid for sixty (60) days beyond the completion of all contractual obligations of the agency.

9. Extension and Forfeiture of e-PBG:

The selected agency shall be responsible for extending the validity and claim period of the e-PBG as and when required due to non-completion of the Work Order.

Failure to submit the e-PBG within the stipulated period may result in cancellation of the Work Order without further notice.

The e-PBG may be forfeited under the following conditions:

- a. Failure to perform the awarded work as per the terms. Involvement in illegal activities leading to blacklisting of the firm or its directors. Submission of false information, data breaches, or any violation causing cancellation of the bid or work order.
- b. Failure by Bidder to extend the validity of the e-PBG at least thirty (30) days prior to its expiry date, despite the non-completion of the Work Order or extension of the contract period.

In such instances, C-DAC retains the absolute right, without any prior notice or liability, to immediately encash the full amount of the e-PBG. Furthermore, such failure shall be deemed a material breach of contract, entitling C-DAC to terminate the Work Order for default, forfeit the encashed funds as liquidated damages, and debar/blacklist the Bidder from future institutional participation.

10. RFE Submission Format:

The RFE shall be submitted as per the prescribed formats provided in **Annexure-II**, with supporting details as per **Annexure-III** and **Annexure-IV**, along with necessary documentary proofs.

11. Additional Sheets and Documentation:

If the space provided in the prescribed forms is insufficient, additional sheets may be attached with proper references to the respective section and serial number. Any interlineations, erasures, or overwriting in the RFE must be duly authenticated by the signatory. Handwritten modifications shall not be accepted, except for signatures or required authentications.

12. Clarifications and Additional Documents:

C-DAC reserves the right to seek clarifications or request additional documents/credentials from bidders at its discretion during the evaluation process.

SECTION VII – Evaluation of RFE

1. The responses to the RFE received by the designated date and time shall be examined by **C-DAC** to determine compliance with the terms and conditions specified in this document, including any subsequent amendments or corrigenda, and to verify whether the submissions are complete in all respects. *(Designated date shall mean the last date for submission of bids or such date as may be extended by C-DAC, as applicable.)*
2. Upon scrutiny, any RFE response that is **not in the prescribed format, incomplete, illegible, or lacking clear information** shall be rejected from further evaluation.
3. If deemed necessary, **C-DAC** may seek clarifications from the bidder on any aspect of the submitted RFE.
 - If a written clarification is requested, it must be furnished within **two (2) days** of receiving the request.
 - Submission of clarification shall not entitle the bidder to amend or modify the substance of the RFE already submitted.
 - Responses received beyond the specified period may not be considered.
 - C-DAC reserves the right to make independent enquiries regarding the past performance of the bidders in similar assignments.
 - All information provided in the RFE or obtained during evaluation shall be treated as **confidential**.
4. Any **existing empanelled agencies** shall be reclassified and mapped into appropriate **tiers** based on their eligibility as defined in this RFE.
5. The **Technical Evaluation** of the bids shall be carried out in accordance with the **Technical Evaluation Criteria** specified in the subsequent table.

Table: Evaluation Criteria

Sr.No.	Evaluation Criteria	Max. Marks	Evidence / Supporting Documents
1	Years in Business in India as a technology service provider/manpower service provider as on the last date of bid submission: • 3 years or more but less than 7 years: 05 Marks • 7 years or more: 10 Marks	10	Certificate of Incorporation and copy of Work Orders
2	List of Projects for executed for software development (within last 3 years) implemented for Private Listed/Govt./PSU in India: • 10 or more projects: 15 Marks • 6 to 9 projects: 10 Marks • Up to 5 projects: 5 Marks	15	List certified by CA/Auditor along with self-attested copies of Work Orders, Invoices, or Payment Proofs
3	CMMI Certification Level for Software Development: • CMMI Level-5: 10 Marks • CMMI Level-4: 05 Marks • CMMI Level-3: 02 Marks • If No: 0 Marks	10	Self-attested copies of valid CMMI Certificates
4	ISO Certification: • ISO 9001: 7.5 Marks • ISO 27001: 7.5 Marks	10	Self-attested copies of valid ISO Certificates
5	Number of technologies / tech stacks (refer annexure) in which expert level proficiency is available internally • 30% more than the specified resources: 25 Marks • 20% more: 15 Marks • 10% more: 10 Marks	25	Work Orders, Completion Certificates, Proof of Work, or Ongoing Project Certificates from clients
6	Presentation on relevant projects implemented and skill sets available for deployment post-empanelment.	25	Presentation to Evaluation Committee
7	Delivered any Project related to Maritime Sector	5	
	TOTAL	100	

Empanelment Conditions:

The selection process will be as under:

- a. Screening and selection will be carried out based on the Qualification Criteria and Technical Evaluation.
- b. Bidders securing 75 marks or above in the technical evaluation shall qualify for empanelment with C-DAC.
- c. Eligible Micro and Small Enterprises (MSEs) and Startups shall be entitled to exemptions and benefits as per the prevailing Government of India orders, notifications, and procurement guidelines, subject to fulfillment of the prescribed eligibility criteria.

Bidders claiming such benefits shall submit valid documentary evidence in support of their eligibility, including the relevant Udyam Registration Certificate, DPIIT Startup Recognition Certificate, and any other documents, wherever applicable. In the absence of valid supporting documents, the bidder shall not be considered eligible for the applicable exemptions or benefits.

1. Award of Future Work:

- a. All future assignments or work will be awarded through a limited bid on GeM Portal.
- b. The selection methodology may follow either Quality and Cost Based Selection (QCBS) or Least Cost Selection (LCS), as per project-specific requirements.
- c. The empanelled bidders shall be required to meet the qualification criteria mentioned in the respective RFQ document for each assignment or scope of work.
- d. Bidders must submit all relevant supporting documents necessary to validate their eligibility and for technical evaluation under the bid on GeM Portal.

2. Non-Disclosure and Confidentiality:

The selected resource(s) from the empanelled agency shall be required to sign a Non-Disclosure Agreement (NDA) cum Undertaking with C-DAC, ensuring that they will not disclose or share any information related to C-DAC, its affiliates, vendors, users, customers as well as the project development, testing, auditing, or security aspects with any third party. The confidentiality obligations shall continue to remain in effect even after the completion or termination of the empanelment period.

3. Right of Verification:

C-DAC reserves the right to contact reference clients or conduct independent verification of information submitted by the bidders during the evaluation process to ascertain their claims and credentials.

SECTION VIII- REQUIREMENTS AND ELIGIBILITY CRITERIA

These Documents Should Be Scanned And Uploaded

Sr. No.	Eligibility Criteria	Document to be Submitted	Compliance (Y/N)
1.	Certificate of Incorporation The Bidder should be a Company registered in India under the Companies Act, 1956/Companies Act, 2013, or a Partnership Firm registered under LLP Act, 2008, or the Partnership Act, 1932, registered with GSTN authorities and should have been in existence continuously for at least the last three completed financial years as on the last date of submission of the RFE.	Copy of Certificate of Registration/ Incorporation or Certified copy of Partnership Deed.	
2.	Business Entity The Bidder should be an established Software Development Organization / IT Manpower Service Provider with at least three years of experience in providing software services including citizen-centric or cloud-enabled platform development. At least 400 employees, deployed at least 100 personnel in total in the last three years. Prior experience with Government, PSUs, or listed private organizations preferred.	Memorandum and Articles of Association, Work Orders/Proof of Work, HR Declaration, Turnover Certificate by CA	
3.	Turnover Average Annual Turnover in the last three financial years. (2022-23, 2023-24 and 2024-25) in the last three financial years. (2022-23, 2023-24 and 2024-25)	Copies of Audited Financial Statements and/or a certificate from a CA	
4.	Bidder should be profitable and have a positive net worth for last 3 financial years (2022-23, 2023-24 and 2024-25)	Copies of Audited Financial Statements and/or a certificate from a CA	
5.	Blacklisting The bidder or any of its Directors should not have been blacklisted or debarred by any Ministry/Department of the Government of India, State Governments, or any organization, and should not have been convicted by any court of competent jurisdiction on the date of bid submission.	Declaration on company letter head as per Annexure F of the RFP	
6.	The Agency must have rendered software development services of different types, sizes & scale and based on different technologies.	Undertaking by the Authorized Signatory/ Copy of PO	

7.	The Bidder must have valid GSTIN, PAN,	Proof of valid documents to be submitted.	
8.	Authority Letter	Authority Letter on Company letter head as per Annexure A of the RFE.	
9.	Tender Acceptance Letter	Tender Acceptance letter on Company letter head as per Annexure B of the RFE.	
10.	Bid Security Declaration	Bid Security Declaration on Company letter head as per Annexure D of the RFE.	
11.	Declaration of Land Border Sharing	Declaration on Company letter head as per Annexure E of the RFE.	
12.	Non Blacklisting/Debarment declaration	Declaration on Company letter head as per Annexure F of the RFE.	
13.	MII Declaration	MII Declaration on Company letter head as per Annexure G of the RFE.	
14.	Integrity Pact	The Bidder is required to enter into an Integrity Pact with C-DAC. For this purpose, the Bidder shall submit, as part of the technical bid, a scanned copy of the signed, stamped, and duly notarized Integrity Pact on appropriate denomination and valid stamp paper. Proposals submitted without the Integrity Pact will be summarily rejected. The original document must be couriered to C-DAC, Mumbai. The format of the Integrity Pact is provided in Annexure H. Details of IEM is provided below: Shri. M P Johnson – Email ID- johnsonmp1961@gmail.com Shri. Vijay Kumar Singh Email ID - vijaykumarsingh@hotmail.com	
15.	RFE Submission Form & GeM Registration details	RFE Submission Form on Company letter head as per Annexure I of the RFE. GeM Registration details and documentary proof of	

		registration under the categories to be submitted.	
16.	Bidder Information Details	Bidder Information Details on Company letter head as per Annexure J of the RFE.	
17.	Submission of Previous project undertaken	Submission of Previous project undertaken on Company letter head as per Annexure 1 of the RFE.	
18.	Technical Compliance Sheet	Technical Compliance Sheet on Company letter head as per Annexure 2 of the RFE.	
19.	List of Clients	List of Clients on Company letter head as per Annexure 3 of the RFE.	
20.	Assignment Details	Assignment Details on Company letter head as per Annexure 4 of the RFE.	
21.	Technology/Tech Stack	Technology/Tech Stack on Company letter head as per Annexure 5 of the RFE.	
(Scanned copy of original certificates to be uploaded)			

The process is open to all bidders who fulfill the eligibility criteria as outlined below and agree to abide by the terms and conditions of this RFE document issued by C-DAC. The bidders are required to furnish all necessary documentary evidence supporting their eligibility as part of the submission process. RFEs that do not meet the prescribed eligibility criteria or fail to provide adequate supporting documentation shall be summarily rejected.

SECTION IX – Scope of Work

The broad scope of the project envisages the **empanelment of competent agencies** having proven expertise in the **execution, development, implementation, and delivery of Technology Solutions and Manpower Resource Services** for **C-DAC**. This empanelment aims to onboard IT Software Solution/Service Providers for providing qualified IT professionals to work with C-DAC officials in software development, maintenance, and testing activities.

1. The empaneled agencies shall provide end-to-end support covering the **complete lifecycle of IT projects, including requirement analysis, system design, development, integration, testing, deployment, maintenance, and technical support**. The agencies shall ensure that all deliverables conform to **C-DAC's quality standards, security guidelines, and project timelines and all applicable statutory laws, government rules, and regulations**.

The key activities under the scope include but are not limited to:

- Study and analysis of business and functional requirements.
- Design and development of customized IT solutions and software applications.
- Integration of existing systems with new solutions.
- Implementation, configuration, and optimization of deployed systems.
- Conducting unit, integration, and user acceptance testing (UAT).
- Providing maintenance, enhancement, and technical support services.
- Deployment of skilled manpower and domain experts as required by C-DAC.
- Documentation of technical, functional, and operational aspects of the project.
- Adoption of best practices in project management, DevOps, and quality assurance.

The empaneled agencies shall possess adequate technical capabilities, qualified professionals, infrastructure readiness, and relevant experience in delivering IT projects for Government or Public Sector organizations. The manpower provided shall possess the necessary technical capabilities, relevant domain expertise, and **adequate capacity** to deliver services in the following domains/areas. The below list is not exhaustive:

- Software Design and Development
- System Integration and Testing
- Cloud and Infrastructure Management
- DevOps and Automation
- Database Administration and Data Analytics
- Cyber Security and Network Operations
- Mobile and Web Application Development
- Emerging Technologies (AI, ML, Blockchain, IoT, etc.)

The experience required for all the above roles is a minimum of **3 years**, and the resources must possess a minimum educational qualification of **B.E/B.Tech, MCA/MCS, M.E/M.Tech, or an equivalent degree**.

- B.E/B.Tech, MCA/MCS, M.E/M.Tech, or an equivalent degree qualification of , relevant domain expertise, and readiness, and relevant experience in delivering similar large-scale IT projects for Government or Public Sector or Maritime Domain.
- The resources shall have experience in the development, maintenance, and testing of software applications using open-source technologies and external software applications as required by C-DAC.

- The resources shall work in accordance with the project requirements, technical feasibility, and specifications provided by C-DAC.
- The agencies/Service Provider shall deploy resources as assigned by C-DAC based on project needs and technical feasibility. The copyright and intellectual property rights of the software developed shall remain with C-DAC.
- The agency must ensure that background verification has been duly completed for all deployed personnel prior to their assignment at C-DAC. The selected deployed candidates shall be required to sign a Non-Disclosure Agreement (NDA) with C-DAC before commencement of assigned work.
- The resources shall have expertise in any technologies such as Java, Spring Boot, Spring MVC, Spring Security, Hibernate, Node.js, Express.js, NestJS, Angular, React.js, Vue.js, JavaScript, TypeScript, HTML5, CSS3, Bootstrap, REST APIs, GraphQL, Mobile Application Development (Android/iOS, Flutter, React Native), CodeIgniter, CakePHP, Laravel, Lumen, WordPress, Drupal, Python, .NET/.NET Core, Docker, Docker Swarm, Kubernetes, WSO2, Envoy Proxy, HAProxy, Nginx, Apache, Apache Tomcat, Apache Airflow, Kafka, Spark, Redis, RabbitMQ, Elasticsearch, MySQL, PostgreSQL, MariaDB, Oracle Database, Microsoft SQL Server, MongoDB, Git, GitLab, GitHub, Jenkins, Selenium, SonarQube, Maven, Gradle, AWS, Microsoft Azure, Google Cloud Platform (GCP), and Microservices Architecture.
- Experience in public cloud environments (AWS, Google Cloud, Azure) and with CI/CD tools such as GIT, Selenium, Jenkins, and SonarQube is essential. The bidder shall provide skilled manpower proficient in these technologies, along with documentary evidence supporting their technical skillsets and experience.
- Agencies shall work on the project under the supervision of C-DAC officials, Project Managers, Product Managers, or Team Leads, as assigned.

On a need basis, commercial quotations shall be invited from the empaneled agencies for specific project requirements. Each time, C-DAC shall extend an offer to the shortlisted agencies for deployment of suitable resources. C-DAC shall conduct interviews and technical assessments to evaluate the competency of the proposed candidates before final selection and deployment.

SECTION X – Service Level Agreement

1. The hired resources shall work under the guidance of C-DAC or the concerned client team and shall follow the official working hours of C-DAC or the respective client organization.
2. The resources may be required to work for extended hours/overtime to meet the project timelines. The resources must be willing to contribute additional effort as and when required by C-DAC. No overtime payment or compensatory off shall be provided for the same.
3. The resources are expected to maintain a neat and professional appearance and exhibit exemplary workplace conduct, discipline, and decorum at all times throughout the working day.
4. The IT devices and internet connectivity required for the deployed resources shall be provided by the successful bidder.
5. Each deployed resource will be entitled to one paid leave per month, subject to prior written approval from the designated project head or competent authority.
6. The vendor resources are required to work from the C-DAC office or client location based on the project requirement. However, depending on the criticality of the project and the nature of the role, certain exceptions may be permitted with the approval of the C-DAC-appointed Project In-Charge. In any event, C-DAC's work policy will supersede that of the bidder.
7. The empanelled agency must provide a replacement resource within 30 days of the request made by C-DAC if the deputed resource does not perform satisfactorily or in case of behavioral issues. For replacement of any key resource (for any reason), the bidder shall obtain prior approval from the C-DAC-appointed Project In-Charge to ensure that the project work continues smoothly.
8. The empanelled agency must provide a replacement resource, at no additional cost to C-DAC, within 30 days of the request made by C-DAC if the deployed resource is found to be performing unsatisfactorily or exhibits behavioral issues. For replacement of any key resource (for any reason), the bidder shall obtain prior approval from the C-DAC-appointed Project In-Charge to ensure that the project does not suffer. The replacement resource must meet and/or exceed the specified qualification and experience criteria.
9. In case the empanelled agency is unable to provide a resource at the deployment stage or fails to provide a replacement within the specified time as mentioned in point 8, a penalty will be imposed at the rate of 2 percent per day per resource of the man-month rate until competent manpower is provided. The amount of penalty so calculated shall be deducted/recovered from the immediate monthly invoices or any other dues payable to the agency. The empaneled agency may be disqualified or the work order may be cancelled if the agency fails to provide the competent manpower within 60 days of the work order or replacement request.
10. Nothing contained herein shall be construed to establish a relationship of master and servant or of principal and agent between C-DAC and the bidder and/or the resources deployed by bidder. No partnership shall be constituted between C-DAC and the bidder by virtue of this empanelment, nor shall either party have the authority to make, vary, or release obligations on behalf of the other party. The bidders shall be fully responsible for the services performed by their personnel or representatives or resources. In addition, Bidder shall undertake to ensure that even though the deployed manpower are for C-DAC projects, such deployed manpower shall not be considered as employees of C-DAC in any manner or form.
11. Neither party shall use the other party's name, service, proprietary mark, or logo for promotional purposes without obtaining prior written approval from the other party.
12. The penalty provisions shall also apply under the following circumstances:
 - I. Multiple candidate dropouts on the date of joining: If more than once, a selected candidate/resource for a specific position fails to join on the designated date, the penalty will be applicable only if the Service Provider fails to provide at least 3 alternative qualified profiles within 7 working days of the dropout notice.
 - II. Failure to fill a position after multiple interview rounds: If a position remains unfilled after conducting more than one interview exercise, the penalty will apply only if the Service Provider fails to submit CVs that meet the mandatory technical criteria outlined in the Scope of Work. No penalty shall apply if the position remains unfilled due to non-selection or rejection of qualified candidates by C-DAC's interview panel.

- III. Regular violations such as non-provision of quality manpower, frequent replacements, or failure to provide manpower within the stipulated time period may lead to cancellation of empanelment and forfeiture of the security deposit/e-PBG.
13. The service provider must provide competent resources within 30 days from the date of issuance of the Work Order. Only written communication (via letter or email) shall be considered valid.
14. The selected resources shall join within 30 days from the date of receiving the Work Order. In the event that the selected bidder fails to ensure the joining of at least 70 percent of the selected resources (key resource to be identified by C-DAC), the bidder shall be declared in material breach of contract. Consequently, C-DAC shall forfeit the Bid Security / Performance Bank Guarantee (e-PBG) in its entirety, and the bidder shall be debarred and blacklisted from supplying manpower for any C-DAC projects for the next three years. The contract may then be offered to the second-ranked bidder, provided they agree to match the L1 prices. If the L2 bidder refuses to match the L1 price, C-DAC reserves the right to award the contract to L2 at their quoted price, or invite fresh bids, and recover any additional financial differential or cost escalation from the defaulting L1 bidder.
15. The bidder shall ensure that the selected resources are retained by the Bidder for a minimum period of three months. However, C-DAC reserves the right to request a replacement at any time, in case of non-performance and/or exhibition of behaviours which may be harmful for C-DAC and/or its employees, clients etc.
16. C-DAC reserves the right to accept or reject the candidates proposed by the bidder.
17. The bidder shall, at its own cost, ensure that in the event of a resource resignation, a suitable replacement, who meets and/or exceeds the relevant criteria, shall be provided during the transition period. The outgoing employee shall serve a mandatory minimum notice period of two months and complete proper knowledge transfer to the newly joined resource. Failure to provide replacement within this period will attract penalty clauses. Under no circumstances shall C-DAC make payment for two resources during the transition period. All overlap, transition periods, onboarding, and training costs required to bring the replacement resource to full operational readiness shall remain the sole and exclusive financial responsibility of the selected Bidder. "Repeated failure to provide quality manpower, frequent replacements, or delays in providing manpower within the stipulated time may lead to termination of the empanelment and forfeiture of the Performance Bank Guarantee (PBG).

SECTION XI – Termination & Penalty

1. Termination for Default:

C-DAC may, without prejudice to any other remedies available for breach of contract, by giving the **Empaneled Agency a written notice of 90 (ninety) days**, terminate the contract in whole or in part, including the forfeiture of the Performance Bank Guarantee (e-PBG), if:

- The Empaneled Agency breaches any of the terms and conditions of the contract, .
- Provides and/or has provided incorrect, misleading, or false information, certification, during the empanelment, bidding, or execution phase.
- Fails to meet empanelment conditions or deployment requirements within the stipulated time.
- Fails to perform its obligations or maintain service standards to the sole and exclusive satisfaction of C-DAC.
- Fails to deliver services within the period(s) specified in the contract or any extension thereof approved by C-DAC.
- Fails to fulfill any other contractual, statutory or regulatory obligations assigned under this RFE and/or subsequent agreement.

2. Consequences of Termination for Default:

In the event of termination, C-DAC may procure, upon such terms and in such manner as it deems appropriate, similar services or systems from alternate sources. The Empaneled Agency shall be liable to compensate C-DAC for any additional cost incurred for obtaining such similar services. However, the agency shall continue performance of the un-terminated portion of the contract, if any, as directed by C-DAC.

3. Additional Rights of C-DAC:

In addition to the above, C-DAC reserves the right to exercise one or more of the following:

- a. Forfeit the **Performance Bank Guarantee (PBG)** submitted by the Empanelled Agency.
- b. Terminate the contract without any financial liability or obligation towards the agency.
- c. Recover any losses or damages incurred due to non-performance or delay. In no event shall C-DAC be liable to the Bidder for any indirect, incidental, special, punitive, exemplary, or consequential damages, including but not limited to loss of profits, revenue, data, or business opportunity, arising out of or in connection with this RFE, subsequent Agreement or their termination, regardless of the form of action. .

4. Termination for Insolvency:

C-DAC may terminate the contract if the Empaneled Agency becomes bankrupt, insolvent, or enters into liquidation proceedings. Such termination shall be without compensation, provided that it shall not prejudice or affect any right of action or remedy that has accrued or may accrue thereafter to C-DAC.

5. Termination for Convenience:

C-DAC reserves the right, in its sole discretion, and/or in public interest, to terminate the contract by giving the Empanelled Agency a **written notice of 90 (ninety) days**, in whole or in part, at any time for its convenience. The notice shall specify that termination is for C-DAC's convenience, the extent to which performance is terminated, and the effective date of termination.

Any undisputed payments due for services successfully completed and accepted by C-DAC prior to the termination date shall be released as per payment terms.

6. **Termination for Non-Participation:**

If an empanelled agency fails to respond or participate in **three (3) consecutive Requests for Quotation (RFQs)** or remains inactive for **three (3) months** (whichever is later),

7. **Scope Clarification:**

This document is not exhaustive in describing the functions, responsibilities, and services for which the Empanelled Agency shall be responsible. By participating in this empanelment, the agency implicitly confirms that any functions, responsibilities, or services not specifically mentioned herein but necessary for the effective execution of C-DAC's IT Projects and Solutions shall be deemed to be included within the scope of services.

8. **Debarment for Non-Performance:**

If an agency, after being selected and issued a Work Order by C-DAC, fails to execute or initiate the assigned work within the stipulated time for reasons other than those solely attributable to C-DAC, or fails to meet the performance obligations as per the Work Order, such agency shall be **debarred from participating in any future tenders, RFQs, or empanelment's issued by C-DAC for a period of three (3) years** from the date of such non-performance.

9. If at any time, in the opinion of C-DAC, it is necessary or expedient to do so in the interest of national security, national interest, public interest, or pursuant to any directive, policy, or requirement of the Government of India or any competent authority, C-DAC shall have the absolute right to terminate this RFE and/or any subsequent Agreement forthwith by giving written notice to the Bidder, without assigning any reason whatsoever. Such termination shall be effective immediately upon issuance of the notice and shall not give rise to any claim, compensation, damages, or other liability against C-DAC of any nature whatsoever, whether direct or indirect, consequential or otherwise. The Bidder hereby irrevocably and unconditionally waives any and all rights to question, contest, dispute, or challenge such termination, or the grounds thereof, in any manner whatsoever, before any court, tribunal, arbitrator, authority, or forum of any nature, whether judicial or quasi-judicial, administrative or otherwise.

SECTION XII – Indemnity

1. **General Indemnification:**

The Empanelled Agency (hereinafter referred to as the "Indemnifying Party") shall indemnify, defend, and hold harmless, free of costs, C-DAC (hereinafter referred to as the "Indemnified Party"), its officers, employees, directors, and representatives from and against any and all proven and/or alleged losses, damages, liabilities, penalties, claims, actions, suits, demands, judgments, settlements, costs, and expenses of any nature (including reasonable legal and professional fees) arising out of or in connection with:

- loss or damage to the intellectual property, personal injury to a third party and /or any third party claim against or damage to the other party resulting from or in connection with any breach hereof, non-compliance herewith.
- any act or omission, non-performance, willful misconduct, negligence or non-observance by Indemnifying Party or its employees/agents/ sub-contractors/ deployed personnel of any provision of this RFE and/or subsequent Contract as well as arising from Indemnifying Party's failure to comply with any law, regulation, enactment.

- breach of the representations, warranties and obligations contained in this RFE;
- Negligence or other tortuous conduct by the Indemnifying Party or its authorized agents or representations or statements not specifically authorized in writing.
- Any bodily injury, death, or damage to tangible property caused by the acts or omissions of the Indemnifying Party.

The obligation to indemnify shall include all costs incurred by C-DAC in defending such claims or actions, including attorney, witness, and expert fees.

2. Intellectual Property Rights (IPR) Indemnification:

If C-DAC notifies the Indemnifying Party in writing of a third-party claim alleging that any service, software, or deliverable provided by the Indemnifying Party infringes any copyright, trademark, patent, or other intellectual property right enforceable in India, the Indemnifying Party shall, at its own expense, defend such claim and indemnify and hold harmless C-DAC against any direct costs, damages, expenses (including reasonable attorney fees), settlement amounts, or liabilities incurred and/or awarded by a competent court or agreed to in any settlement.

3. Remedial Actions for IPR Infringement:

If any deliverable or part thereof is likely to be held as infringing, the Indemnifying Party shall, at its sole expense and discretion, with no additional costs and/or operational disruption to C-DAC, within a period of 5 working days :

- a. Procure for C-DAC the right to continue using the deliverable; or
- b. Replace the infringing deliverable with a non-infringing equivalent; or
- c. Modify the deliverable so that it becomes non-infringing without affecting its intended functionality or performance.

If the Indemnifying Party fails to provide either of the above remedies within the stipulated time, C-DAC shall have the absolute right to terminate the contract immediately without any liability, forfeit the Performance Bank Guarantee (e-PBG), and recover all payments made under this agreement, along with any replacement procurement costs from alternative vendors.

4. Conditions for Indemnification:

- a. C-DAC shall promptly notify the Indemnifying Party in writing of any such claim or proceeding and provide relevant supporting documents or evidence.
- b. C-DAC shall, at the cost of the Indemnifying Party, provide reasonable assistance, access to information, and cooperation in defending the claim. However, C-DAC may, at its sole discretion and cost, participate in such defence.
- c. If the Indemnifying Party fails to assume full control over the defence within a reasonable time, C-DAC may undertake its own defence, and all expenses so incurred shall be recoverable from the Indemnifying Party.
- d. Neither Party shall accept, settle, or compromise on any claim without the prior written consent of the Other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

5. Settlement and Subrogation:

- a. The settlement must include a complete release of C-DAC from any liability related to the claim.
- b. The Indemnified Party shall take such commercially reasonable steps, in consultation with the Indemnifying Party, to mitigate any loss arising from such claims, provided that such steps do not materially prejudice the Indemnified Party's business operations, reputation, or legal rights. Provided that all out-of-pocket costs and expenses incurred by the Indemnified Party in connection with such mitigation shall be borne and promptly reimbursed by the Indemnifying Party.

- c. Notwithstanding any defense or payment made by the Indemnifying Party, C-DAC shall retain the sole and absolute right to control its defense, select its own legal counsel, and approve any settlement that impacts the Government's operations, policy, or the continuous use and deployment of the developed applications, IT solutions, or provided manpower services.
6. **Exclusion of Consequential Damages:**
In no event shall C-DAC be liable to the Bidder for any indirect, incidental, consequential, punitive, or special damages including, but not limited to, loss of profits, business interruption, loss of data, or loss of goodwill, even if advised of the possibility of such damages. Conversely, the Bidder shall remain fully liable for all such indirect or consequential damages if they arise from a breach of confidentiality, data security, intellectual property rights, or gross negligence.
7. **Mitigation of Loss:**
The Bidder shall take all immediate, commercially reasonable steps to mitigate and minimize any losses, damages, or liabilities that may give rise to a claim under this RFE and/or any subsequent Agreement. For the avoidance of doubt, C-DAC's right to full indemnification or recovery under this RFE and/or any subsequent Agreement shall not be delayed, reduced, or compromised by any alleged failure of C-DAC to mitigate losses, provided that C-DAC acts in good faith.

SECTION XIII – Confidentiality

1. The Bidder shall not use any Confidential Information, the name, or the logo of **C-DAC**, except for the purposes of providing the services as specified under this Contract and only after obtaining prior written consent from **C-DAC**.
2. The Bidder shall not, either during the term of this Contract or after its expiration, disclose any proprietary or confidential information without the prior written consent of **C-DAC**.
3. The Bidder may disclose Confidential Information only under the following circumstances:
 - a. With the prior written consent of **C-DAC**;
 - b. To a member of the Bidder's team ("Authorized Person") if:
 - I. The Authorized Person requires the Confidential Information for the performance of obligations under this Contract;
 - II. The Authorized Person has been informed of the confidentiality obligations and is bound to use the information solely for performing duties under this Contract; or
 - III. The information is already available in the public domain without breach of this Contract.
4. The Bidder shall take all reasonable measures to preserve the confidentiality of the information, including execution of suitable confidentiality or non-disclosure agreements with its employees, sub-vendors, partners, or other service providers involved in the execution of work under this Contract, to the satisfaction of **C-DAC**.
5. The Bidder shall execute a **Non-Disclosure Agreement (NDA)** with **C-DAC**. The Bidder and its associates, partners, employees, or representatives shall be bound by the terms of the NDA. The Bidder shall be held responsible for any breach of the NDA by its personnel, sub-contractors, or delegates.
6. The Bidder shall promptly notify **C-DAC** if it becomes aware of any unauthorized disclosure, loss, or use of Confidential Information not permitted under this Contract or without the written authority of **C-DAC**.
7. **C-DAC** reserves the right to initiate appropriate legal proceedings, civil or criminal, against the Bidder or its representatives in case of any breach of confidentiality obligations under this clause.

8. **C-DAC** shall not be restricted in its rights to use, reproduce, or disclose any or all information contained in the proposal submitted by the Bidder, and may do so without any compensation to the Bidder. **C-DAC** shall not be bound by any statement in the Bidder's proposal indicating confidentiality or any restriction on its use or disclosure.
9. For the purpose of this RFE and/or any subsequent Contract, Confidential Information shall mean any and all materials and information concerning C-DAC, including without limitation its directors, officers, employees, affiliates, subsidiaries and/or group companies, vendors, users and customers or any third party with which C-DAC associates (collectively, "Affiliates"), disclosed by C-DAC to the Bidder whereby the information is revealed by any method, oral or written whether or not, whether such information is expressly marked or designated as confidential information or not and the information, including without limitation any information with regard to the terms of this RFE, Intellectual Property, trade secrets, computer programs, software (including source code, object code and machine code) relating to the foregoing, technical drawings, algorithms, know-how, operating procedures, processes, designs, reports, specifications, ideas, trade secrets, inventions, schematics, pricing information, and other technical, business, financial, customer and product development plans, financial condition and projections; business, marketing or strategic plans; customer/ user lists; customer/ user data and related information, product prototypes and designs, strategies or any other non-public information disclosed by or related to C-DAC, or where such information is reasonably understood to be confidential or proprietary based on the circumstances of disclosure or the nature of the information itself;
10. Each Party hereby further acknowledges that unauthorized disclosure or use of Confidential Information or a breach of this Agreement could cause significant and irreparable financial harm to C-DAC. Accordingly, parties agree that C-DAC shall have the right to seek and obtain injunctive relief from the breach of this RFE and/or any subsequent Contract in addition to any money damages, other rights, and remedies it may have from a court of competent jurisdiction.

SECTION XIV – Limitation of the Bidder's Liability towards C-DAC

1. Except in cases of fraud, gross negligence, or willful misconduct, breach of confidentiality, data breach/cyber security failure, or intellectual property rights infringement on the part of the Bidder or any person or entity acting on behalf of the Bidder in carrying out the Services, the Bidder, with respect to any damage caused by the Bidder to **C-DAC's** property or operations, shall not be liable to **C-DAC**:
 - i. For any indirect or consequential loss or damage unless specifically exempted as above; and
 - ii. For any direct loss or damage that exceeds **(A)** the total payments payable under this Contract to the Bidder, or **(B)** the proceeds the Bidder receives from any insurance maintained by the Bidder to cover such liability — whichever of **(A)** or **(B)** is higher.
2. This limitation of liability shall strictly not affect or limit the Bidder's liability, if any, for damage or claims brought by third parties caused by the Bidder or any person, firm, or company acting on behalf of the Bidder in carrying out the Services. In such cases, the Bidder's liability to indemnify the Company against any third-party claims, lawsuits, or statutory penalties shall be up to **100% of the total contract value**, calculated up to and as on the date when such section or clause is invoked. Notwithstanding anything contained in this RFE and/or any subsequent Contract to the contrary, the financial caps and exclusions of liability set forth above shall be completely inapplicable, void, and of no effect in the event of Gross Negligence, Willful Misconduct, Fraud, or Intentional Sabotage by the Bidder, its personnel, agents, or subcontractors. In all such instances, the Bidder's liability for any resulting direct, indirect, incidental, or consequential damages suffered by C-DAC—including but not limited to system downtime, operational loss, data corruption, and data recovery expenses—shall be entirely uncapped, unlimited, and fully recoverable by C-DAC.

SECTION XV – Code of Integrity

No official of **C-DAC** or any **Bidder/Agency** shall act in contravention of the following Code of Integrity. Bidder shall submit the Integrity Pact in such manner as described by C-DAC in **Annexure N** of this RFE..

1. Prohibition of the following acts:

Making an offer, solicitation, or acceptance of any bribe, reward, gift, or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement or empanelment process, or to otherwise influence the process.

Any omission, misrepresentation, or concealment of facts that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided.

- i. Any form of collusion, bid rigging, or anti-competitive behavior that may impair the transparency, fairness, and progress of the procurement or empanelment process.
- ii. Improper use of information provided by **C-DAC** to the Bidder with an intent to gain unfair advantage in the procurement process or for personal or organizational gain.
- iii. Any financial or business transaction between the Bidder and any official of **C-DAC** related to the tender or execution of a contract, which could influence the decision-making process of **C-DAC** directly or indirectly.
- iv. Any coercion or threat, whether direct or indirect, intended to impair or harm C-DAC and/or its representatives, including but not limited to its directors, employees, officers, agents, contractors etc.... or its property to influence the procurement or empanelment process.
- v. Obstruction of any investigation, inspection, or audit related to a procurement or empanelment process.
- vi. Making false declarations or providing false information for participation in a tender or empanelment process or to secure a contract.

2. Disclosure of Conflict of Interest

The Bidder shall disclose any conflict of interest, whether existing or potential, that may affect its ability to perform contractual obligations objectively and effectively.

3. Disclosure of Previous Transgressions

The Bidder shall disclose any previous transgressions under the provisions of this Code of Integrity, with any entity in any country during the last three (3) years, or if the Bidder has been debarred or blacklisted by any Government Department, PSU, or organization, including **C-DAC**.

4. Action on Reported Violations

In case of any reported or detected violation of the Code of Integrity, **C-DAC**, after giving the Bidder a reasonable opportunity of being heard, may take appropriate measures, as deemed fit.

5. Penalty

Without prejudice to and in addition to other penal provisions as per the bid documents or contract, if **C-DAC** concludes, at its sole discretion, that a prospective Bidder, Contractor, Supplier, Consultant, or Service Provider, directly or through an agent, has violated this Code of Integrity during the bidding, empanelment, or contract execution process, **C-DAC** may take one or more of the following measures:

(1) If the Bid is under consideration:

- i. Forfeiture or encashment of Bid Security;
- ii. Calling off of any pre-contract negotiations, without any liability or compensation to the Bidder;
- iii. Rejection and exclusion of the Bidder from the procurement or empanelment process.

(2) If a Contract has already been awarded:

- i. Cancellation of the contract and recovery of any direct, indirect, incidental or consequential losses or damages incurred by **C-DAC**;
- ii. Forfeiture or encashment of any security deposit, performance bank guarantee, or bond relating to the contract;
- iii. Recovery of payments made by **C-DAC** along with applicable interest at the prevailing rate, calculated from date of payment till actual date of realization.

(3) Additional Provisions:

- I. Removal from the list of registered or empanelled agencies and banning/debarment from participation in future procurements or empanelment's of **C-DAC** for a minimum period of one (1) year;
- II. In case of anti-competitive practices, **C-DAC** may forward the matter for further action to the **Competition Commission of India (CCI)** under the signature of a competent authority;
- III. Initiation of suitable disciplinary, civil or criminal proceedings against any individual, staff member, or agency found responsible.

SECTION XVI – Fraud and Corrupt Practices

1. The Bidders and their respective officers, employees, agents, sub-contractors and advisers shall observe the highest standard of ethics during the selection, evaluation, award and execution process. Notwithstanding anything to the contrary contained in this RFE or any other document, **C-DAC** shall have the sole, absolute and unfettered right to reject a proposal or terminate a Contract/empanelment at any stage, without being liable in any manner whatsoever to the Bidder for any costs, losses, or damages, if it determines, in its sole discretion, that the Bidder has, directly or indirectly or through an agent, engaged in any **corrupt, fraudulent, coercive, undesirable, or restrictive practice** (collectively referred to as "**Prohibited Practices**") during the selection, award or execution of the Contract. In such an event, **C-DAC** shall, without prejudice to its other rights or remedies available under this RFE, any subsequent Contract, law or equity, **forfeit and appropriate the Bid Security or Performance Security or pending payments**, as the case may be, as penalty and/or partial/complete compensation and damages payable to C-DAC for, inter alia, the time, cost, and effort incurred by C-DAC in processing the RFE, including the consideration and evaluation of the Bidder's proposal, without prejudice to C-DAC's right to claim additional damages.
2. Without prejudice to the rights of **C-DAC** under the above clause and the rights and remedies available under the Agreement, if a Bidder or its empaneled agency is found by **C-DAC, at its sole discretion**, to have, directly or indirectly or through an agent, engaged or indulged in any **Prohibited Practice** during the selection process or after the execution of the Agreement, such Bidder or agency, its affiliates, parent companies, or subsidiaries shall be **ineligible to participate in any tender, empanelment, or RFE issued by C-DAC for a minimum period of three (3) years** or permanently, depending on the severity as determined solely by C-DAC, from the date of notice of intimation of such prohibited practice by Bidder and consequent debarment.
3. For the purposes of this Section, the following terms shall have the meanings respectively assigned to them:
 1. "**Corrupt Practice**" means:

- a) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, benefit, hospitality, favor, or advantage to influence, or attempt to influence the action of any person associated, directly or indirectly, with the selection, evaluation, award or execution process; or
- b) Offering employment to, or engaging in any manner whatsoever, directly or indirectly, any official, employee of **C-DAC** who has been associated in any manner with the selection process or contract execution before, during, or after the agreement, within one year of such official's resignation, retirement, or cessation of service from **C-DAC**, shall be deemed to constitute influencing the actions of a person connected with the process without requiring any further proof of intent; or
- c) Engaging in any manner whatsoever any person who has served as a legal, financial, or technical consultant/adviser of **C-DAC** in relation to any matter concerning the project or any related project of C-DAC.

2. **"Fraudulent Practice"** means any misrepresentation, concealment, withholding or omission of facts, or submission of false, incomplete or misleading information, credentials, certificates or documents, whether intentional or due to gross negligence, in order to influence or manipulate the selection process or execution of the project or to secure an unfair advantage.

3. **"Coercive Practice"** means impairing, harming, or threatening to impair or harm, directly or indirectly, any person or property, including intellectual property and digital infrastructure, or exercising any undue pressure- commercial or otherwise, with the intent to influence such person's participation or actions in the selection, evaluation, award or execution process.

4. **"Undesirable Practice"** means:

- i. Establishing contact with any person connected with, retained by or employed by **C-DAC** with the objective of canvassing, lobbying, gathering unauthorized project data, or in any manner influencing or attempting to influence the selection, evaluation or award process; or
- ii. Having a conflict of interest(actual, potential, or perceived) as defined in the bid or contract documents, , or failing to promptly disclose any such conflict to C-DAC.

5. **"Restrictive Practice"** means forming a cartel, colluding or arriving at any understanding, anti-competitive arrangement, or arrangement among Bidders or third parties with the objective of restricting or manipulating full, transparent and fair competition in the selection, bidding or award process.

6. **"General Misconduct"** For the avoidance of doubt, any determination by C-DAC, in its sole and absolute discretion, that a Bidder's conduct falls within any of the categories defined above (i to v) shall be final, binding, and non-challengeable by the Bidder.

SECTION XVII – Intellectual Property Rights

- 1. Intellectual Property Rights (IPRs) are legal rights that protect creations and inventions resulting from intellectual activity in the industrial, scientific, literary, or artistic fields.
- 2. No transfer of ownership of any intellectual property shall occur under this contract. The agency shall ensure that while using any software, hardware, processes, or material in the course of performing its services, it shall not use, in any manner, the intellectual property belonging to C-DAC without prior written authorization from C-DAC. The agency shall keep C-DAC indemnified against all costs, expenses, and liabilities arising out of any illegal or unauthorized use (including piracy) or in connection with any claim or proceedings relating to any breach or violation of license terms or infringement of any Intellectual Property Rights by the agency during the course of performance of the services.
- 3. C-DAC will remain the sole owner of any and all data, software, documentation, or work conceptualized, created, developed, procured, or implemented by the agency under this

empanelment or any subsequent work order. All intellectual property rights of such work or data, whether in tangible or intangible form, shall belong exclusively to C-DAC. The agency shall not assign, license, sell, transfer, or use any work or component developed under this empanelment and/or associated agreements for any third party under any circumstances, without prior written approval from C-DAC.

4. "Intellectual Property" for purposes of this RFE will mean trademarks, service marks, brand names, trade dress, logos, trade names, domain names, corporate names and other indications of origin, the goodwill associated with the foregoing and registrations in any jurisdiction of, and applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; inventions, discoveries, designs and ideas, whether patentable or not, in any jurisdiction; patents, applications for patents (including, without limitation, divisions, continuations, continuations in part and renewal applications), and any renewals, extensions, re-examinations or reissues thereof, in any jurisdiction; design registrations and applications, in any jurisdiction; non-public information, trade secrets and confidential information (including know-how, technical data, manufacturing and production processes and techniques, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals) and rights in any jurisdiction to limit the use or disclosure thereof by any person; writings, computer software, and other works, whether copyrightable or not, in any jurisdiction; registrations or applications for registration of copyrights in any jurisdiction, and any renewals or extensions thereof; and any similar intellectual property or proprietary rights.
5. "Background IP" of a party for the purpose of this RFE means any and all Intellectual Property rights that each Party:- (i) owned, controlled, or had rights with respect to prior to the Effective Date of the executed Contract; or (ii) develops, or acquires ownership, control, or rights with respect to, during the term of this RFE and/or subsequent Contract independently of the developments made in furtherance of this RFE and/or subsequent Contract.

SECTION XVIII – Conflict of Interest

The Agency shall furnish, as an integral part of its Bid, an unequivocal and affirmative statement declaring the existence, absence, or potential for conflict of interest. This Disclosure must encompass all prior, current, or proposed contracts, engagements, joint ventures or affiliations with C-DAC or any other organization. Such disclosure shall include any potential factors (such as timelines for service delivery, allocation of resources, financial commitments, or other elements) that may adversely impact the Agency's ability to execute the scope of work and meet the Service Level Agreements (SLAs) stipulated under this RFE. .

The Agency shall be strictly prohibited from engaging in any assignment, commercial enterprise or activity that may lead to a conflict of business or professional interest with the objectives or operations or security of C-DAC. In cases where there is a scope of conflict of business interest, the Agency shall be legally mandated to maintain a single, exclusive role. The Bidder/Selected Agency must irrevocably elect either to execute the assignment under the terms of empanelment/contract with C-DAC, or to forgo the same to pursue alternative commercial opportunities. Under no circumstances shall concurrent engagement in conflicting roles be permitted, and any breach thereof shall entitle C-DAC to terminate the engagement forthwith, forfeit the Performance Bank Guarantee, and initiate debarment proceedings.

SECTION XIX – Force Majeure

1. Definition: Force Majeure shall mean an event beyond the control of the Parties that prevents either Party from fulfilling its obligations under this Contract. Such events include, but are not limited to:
 - a. Acts of God (such as fires, explosions, earthquakes, droughts, tidal waves, or floods);
 - b. War, hostilities (whether declared or undeclared), invasion, acts of foreign enemies, mobilization, requisition, or embargo, epidemics, pandemics, court orders, court orders in rem;

- c. Rebellion, revolution, insurrection, military or usurped power, or civil war;
- d. Contamination by radioactivity from nuclear fuel, nuclear waste, or hazardous nuclear materials;
- e. Riots, civil commotion, strikes, go-slows, lockouts, or industrial disorder (excluding those solely restricted to the employees of the Agency or its sub-vendors);
- f. Acts or threats of terrorism.

and/or any other cause beyond the reasonable control of the party whose performance is affected. The performance of the RFE and/or subsequent Contract shall be deemed suspended during such period and the time for completion shall be extended for a period corresponding to the effects of such delay.

2. **Exclusions:** Force Majeure shall not include any events caused due to acts or omissions by Bidder, or due to breach or contravention of any contractual terms. Events resulting from negligence, failure to take reasonable precautions, or to maintain contingency measures shall not qualify as Force Majeure. Further, cyber-attacks, corruption or destruction of information, software malfunction, or virus attacks shall not constitute Force Majeure, and the responsibility for rectification shall rest solely with the Agency.
3. **Notification:** The occurrence of a Force Majeure event shall be recognized only if the affected Party could not have reasonably foreseen or mitigated it. The affected Party shall notify the other Party in writing within five (5) days of such occurrence. C-DAC shall make payments due for services rendered up to the date of the Force Majeure event and accepted.
4. **Mitigation and Continuity:** In the event of Force Majeure, both Parties shall endeavour to identify and agree upon an alternative mode of performance to ensure continuity of services and minimize adverse impacts.
5. **Cost Responsibility:** Each Party shall bear its own costs arising from a Force Majeure event. C-DAC shall not be liable to the Agency for any costs, losses, or damages incurred due to such an event.
6. **Termination:** If the Force Majeure event continues for a period exceeding one hundred and eighty (180) days, the Contract shall be deemed terminated without any further liability to either Party.

SECTION XX – Data Privacy and Cyber Law

1. **Ownership and Data Sovereignty:** The Bidder/Agency expressly acknowledges that all data—including but not limited to personal data, sensitive personal data, business data, and government records—accessed, processed, or generated during this engagement is the sole and exclusive property of C-DAC. C-DAC shall act as the sole Data Fiduciary, and the Agency shall act strictly as a Data Processor under the Digital Personal Data Protection Act (DPDPA), 2023. All data, whether in electronic or any other form, must reside, be processed, and be stored exclusively within the territorial jurisdiction of India, and no cross-border transfer of data is permitted under any circumstances.
2. **Strict Purpose Limitation:** The Agency shall access, process, or use such data solely and exclusively for the limited purpose of executing the Services explicitly authorized under this RFE and/or any subsequent executed Contract. The Agency is strictly prohibited from copying, transferring, mining, profiling, archiving, utilizing or disclosing any Company data to any third party without the prior, express written consent of the Company.
3. **Statutory and Regulatory Compliance:** The Agency shall ensure absolute compliance with all applicable data protection, privacy, and cyber security laws of India, including but not limited to the Digital Personal Data Protection (DPDP) Act, 2023, the Information Technology Act, 2000, and all amendments, mandates, rules, and guidelines issued by the Indian Computer Emergency Response Team (CERT-In) and the Ministry of Electronics and Information Technology (MeitY), as amended from time to time. Any statutory penalties or fines levied on C-DAC due to the Agency's non-compliance shall be borne entirely by the Agency.

4. Security Audits and Mandatory Breach Reporting: The Agency shall implement enterprise-grade security controls, encryption, access restrictions, and audit mechanisms to safeguard data. In the event of any actual or suspected data breach, cyber security incident, or unauthorized access, the Agency must notify C-DAC immediately, and in no event later than six (6) hours from the time of discovery, to enable compliance with CERT-In mandatory reporting timelines. The Agency shall provide full, unconditional cooperation, access to system logs, and forensic data to C-DAC and government investigators at no additional cost.
5. Data Return and Destruction: Upon expiration or termination of this RFE and/or any subsequent Contract, or upon a written directive from C-DAC, the Agency shall immediately return all data to C-DAC in a mutually agreed format and permanently delete/sanitize all copies from its systems, servers, and backup devices. The Agency shall provide a formal Certificate of Data Destruction signed by its Chief Information Security Officer (CISO) within seven (7) days of such deletion.

SECTION XXI – Governing Law & Dispute Resolution

1. Any disputes or differences whatsoever arising between the Parties out of interpretation or application of this document, or in connection with this contract, or in discharge of any obligation arising out of the contract (whether during the progress of work or after completion, and whether before or after termination, abandonment, or breach of this contract), shall be, as far as possible, settled amicably through mutual consultation and negotiation.
2. The Party raising a dispute shall issue a written notice to the other Party requesting an amicable settlement within seven (7) days of receipt of such notice. The matter shall then be referred for negotiation between the Authorized Officials of C-DAC and the Agency. The Parties shall make all reasonable efforts to resolve the dispute, and any agreed course of action shall be documented within a further period of fifteen (15) days.
3. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days from the date on which the dispute is raised by either Party in writing, dispute shall be taken up by either Party for resolution through AMRCD/AMRD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 issued by Department of Public Affairs, Ministry of Finance, Government of India and No. 334774/DoLA/AMRD/2019 Dated the 31st March, 2020 issued by Ministry of Law & Justice Department of Legal Affairs, Ministry of Law & Justice, Government of India, including any clarifications, amendments, modifications etc..., as amended from time to time and the decision of AMRCD/AMRD on the said dispute shall be binding on both the parties. The decision of AMRCD/AMRD on the said dispute shall be binding on both the parties.
4. The cost of the arbitration proceedings shall be borne equally by the Parties.
5. If at the time of occurrence of dispute, the mandate of Arbitration through AMRCD/AMRD is not in existence or not applicable to the dispute or to the parties, the dispute shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre ("IIAC") in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("IIAC Regulations") for the time being in force, which regulations are deemed to be incorporated by reference in this clause. The place/seat of the arbitration shall be New Delhi, India. The Tribunal shall consist of one arbitrator. The law governing the arbitration agreement shall be Indian Law. The language of the arbitration shall be English. The expenses incurred by each party in connection with the preparation, presentation etc. of the case before Tribunal shall be borne by each party.
6. If at the time of occurrence of the dispute, mandate of Institutional Arbitration is not in existence the dispute shall be referred for resolution to a Sole Arbitrator mutually appointed by both parties and the through arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The seat of the arbitration shall be Mumbai. The award given by the arbitrator shall be final and binding on the Parties. The language of arbitration shall be English. The Parties shall continue to perform their respective obligations under this document and/or any subsequent

Agreement/s, despite the continuance of the arbitration proceedings, in the manner and in compliance with the Interim measures as directed by the Arbitrator/ Arbitral Tribunal.

7. This document and/or any subsequent Agreement/s shall be governed by and interpreted in accordance with the laws of India. The courts in Mumbai shall only have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the ambit of Arbitration.
8. C-DAC reserves the right to conduct an audit or ongoing audit of the services rendered by the selected Agency, as well as to ascertain information from other institutions or clients to which the Agency has provided similar services.
9. All legal disputes arising out of or in connection with this Contract shall be subject to the exclusive jurisdiction of the courts situated at Mumbai, Maharashtra, India.

ANNEXURE – A: AUTHORITY LETTER

(On Company Letterhead)

Date:

**The Executive Director,
Centre for Development of Advanced Computing (C-DAC),
Gulmohar Cross Road No.9, Juhu
Mumbai- 400 049, Maharashtra, INDIA**

Subject: **Authority Letter**

Reference: Tender for supply of.....

Bid No.: dt.....

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

MobileNo.

ANNEXURE – B: TENDER ACCEPTANCE LETTER**(On Company Letterhead)****Date:**

To,
The Executive Director,
Centre for Development of Advanced Computing (C-DAC),
Gulmohar Cross Road No.9, Juhu
Mumbai- 400 049, Maharashtra, INDIA

Sub: Acceptance of Terms & Conditions of RFP.

e-Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: <http://eprocure.gov.in/> as per your Notice Inviting Tender (NIT) given on the above mentioned website(s).

1. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like Annexure(s), Schedule(s), etc.), which form part of the RFP and I / we shall abide hereby by the terms / conditions / clauses contained therein.

2. The Corrigendum(s) issued from time to time by C-DAC, have also been taken into consideration, while submitting this acceptance letter.

3. I / We hereby unconditionally accept the tender conditions of above-mentioned Tender Document(s) / Corrigendum(s) in its totality / entirety.

In case any provisions of this tender are found to be violated, then C-DAC shall, without prejudice to any other right or remedy, be at liberty to reject this tender/bid.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE 'C'

Performance Bank Guarantee Format

-----Bank Guarantee issued by a Nationalised/Scheduled Commercial Bank-----

To,
C-DAC
Mumbai
Dear Sirs,

Sub: PERFORMANCE BANK GUARANTEE in favour of C-DAC, Mumbai

WHEREAS M/s. (***name of bidder***), a company/LLP registered under the Companies Act, 1956/ LLP Act 2008, having its registered office at (***address of the bidder***), (hereinafter referred to as "Successful Bidder", which expression shall unless repugnant to the context thereof includes its successors, heirs, assigns), have been issued a Purchase Order (P.O.) No. :- dated by Centre for Development of Advanced Computing, Mumbai (hereinafter referred to as C-DAC, Mumbai).

As per the terms of the RFP, M/s. (***name of bidder***) is required to furnish an unconditional, unequivocal and irrevocable Bank Guarantee in your favour for Rs._____ (Rupees only) being **3% of the Contract Value** as security for compliance with the performance obligations specified in the RFP. We hereby agree to be Guarantors and are responsible to C-DAC, Mumbai, on behalf of M/s. _____ for their due performance as per the Contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/default / termination of the said contract by our constituent M/s. (***name of bidder***).

We hereby irrevocably, unconditionally and absolutely undertake to immediately pay you, upon your first written demand declaring the Successful Bidder to be in default under the Agreement and without cavil or argument, any sum or sums within the limit of Rs._____ (Rupees only) as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein. This guarantee is valid until the _____ day of _____. (The validity date should be 60 days beyond the date of _____ completion of all contractual obligations including warranty/license obligations).

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (***name and address of the bank***), have agreed to issue this Performance Bank Guarantee. Therefore, we (***name and address of the bank***) hereby unconditionally, irrevocably and absolutely guarantee you as under :-

In the event of our constituent committing any breach/default/termination of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of Rs._____ (Rupees only) which is **equal to 3% of the Contract Value** without any demur. Notwithstanding anything to the contrary, as contained in the said RFP, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said RFP, shall be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur or argument within the limit of Rs._____ (Rupees only) being **3% of the Contract Value** as aforesaid.

We, undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this bank guarantee through the period.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you.

This security is valid for a period of ____ years from ____ (date) to M/s. _____ as mutually agreed until ____ hours of the _____ day of _____, _____.

This Guarantee shall be incorporated in accordance with the laws of India. We represent that this Bank Guarantee has been established in such form and such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

Dated this day 2026.

Yours faithfully,

For and on behalf of the Bank,

(Signature of Bank Official) :-

Designation of Bank Official :-

Name of the Bank :-

(Complete Address of the Bank) :-

Note: This guarantee will attract stamp duty as a security bond. A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof, as documentary evidence.

ANNEXURE – D: BID SECURITY DECLARATION LETTER

(on Company Letterhead)

Date:

To,
**The Executive Director,
Centre for Development of Advanced Computing (C-DAC),
Gulmohar Cross Road No.9, Juhu
Mumbai- 400 049, Maharashtra, INDIA**

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We:-

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on day of (insert date of signing)

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

ANNEXURE – E: DECLARATION - LAND BORDER SHARING**(on Company Letterhead)****Date:**

To,

**The Executive Director,
Centre for Development of Advanced Computing (C-DAC),
Gulmohar Cross Road No.9, Juhu
Mumbai- 400 049, Maharashtra, INDIA**

Ref: Tender / Bid No. dt.

We have read the clause mentioned in Order (Public Procurement No. 1) No. F.No.6/18/2019-PPD of Public Procurement Division, Department of Expenditure, Ministry of Finance dated 23rd July 2020 and further Order/OMs regarding restrictions on procurement from a bidder of a country which shares a land border with India.

In view of this, we certify that,

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

For (Name of Bidder)

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

ANNEXURE – F: NON BLACKLISTING/DEBARRING DECLARATION**(on Company Letterhead)****Date:**

To,

**The Executive Director,
Centre for Development of Advanced Computing (C-DAC),
Gulmohar Cross Road No.9, Juhu
Mumbai- 400 049, Maharashtra, INDIA**

Ref: Tender / Bid No. dt.

I/we hereby certify that the our firm namely -----has not been:-

- a. Blacklisted/debarred byany Central/State Government/Public Undertaking/Institute/C-DAC nor any criminal case registered / pending against the firm or its owner / partners anywhere in India (or) against any of its branches (or) partners abroad during the last 3 years. Further, we confirm the following that we are:
- b. not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- c. not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conductor the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- d. not have a conflict of interest in the procurement in question as specified in the bidding document.
- e. Comply with the code of integrity as specified in the bidding document.

I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

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

ANNEXURE G: MII DECLARATION
(on Company Letterhead)

Date:

To,
The Executive Director,
Centre for Development of Advanced Computing (C-DAC),
Gulmohar Cross Road No.9, Juhu
Mumbai- 400 049, Maharashtra, INDIA

Ref: Tender / Bid No. dt.

Ref:Tender/BidNo.....dt.....

I _____ S/o, D/o, W/o _____, Resident of _____

Do here by solemnly affirm and declare as under that:

1. I will agree to abide by the terms and conditions of subject tender terms & conditions issued by C-DAC.
2. The information furnished herein after is correct to best of my knowledge and belief and I undertake to produce relevant records on demand by C-DAC for the purpose of verifying the Local Content (LC).
3. The LC for all inputs which constitute the said Goods/Services/Works has been verified by me and I am responsible for the correctness of the claims made herewith against the subject tender participation.
4. In the event of the LC of the Goods/Services/Works mentioned herein is found to be incorrect andnot meeting the prescribed LC norms, based on the verification by C- DAC (or) appropriate authority,I/my firm will be liable as under clause 9(f) of Public Procurement (Preference to Make in India) Order2017.
5. I agree to maintain all information regarding my claim for LC in the Company's record for a period of 5 years and shall make this available for verification to any statutory authorities.
6. The details of Local Content claim:
 - a) Goods/Services/Works for which the certificate is produced:
 - b) Percentage of Local Content claimed %
 - c) Type of Supplier (Class-I/Class-II):.....
 - d) Name and contact details of the unit of the manufacturer/Service Station:

"*False declaration will be in breach of Code of Integrity under Rule175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for upto two years as per Rule151(iii) of the General Financial Rules along with such other actions as may be permissible under law."

For and on behalf of _____(Name of firm/entity)Authorized signatory.

Annexure H: Integrity Pact
(To be executed on valid Rs. 100/- Stamp paper and duly notarized)

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

By and Between

Centre for Development of Advanced Computing (C-DAC), an autonomous scientific Society under the Ministry of Electronics and Information Technology, Government of India, registered under the Societies Registration Act 1860 and the Bombay Public Trusts Act 1950, having its registered Office at Savitribai Phule Pune University Campus, Pune 411 007 and one of its constituent units at **Gulmohar Cross Road No.9, Juhu, Mumbai 400049, Maharashtra, India** hereinafter referred to as "C-DAC/Principal", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be.

AND

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

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

Preamble

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

In order to achieve these goals, the Principal, by way of this Integrity Pact ("the Pact") will appoint Independent External Monitor ("IEM") who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

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

Section 1

Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following:-
 - a) No employee of the Principal, personally or through relatives or any other person, will in connection with the tender, or for the execution of the Contract, demand, promise or accept for himself/herself or any third person,

any material or immaterial benefit or any other advantage from the Bidder/s or contractor/s which he/she is not legally entitled to.

- b) The Principal will, during the tender process treat all Bidder/s and Contractor/s with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder/s and contractor/s the same information and will not provide to any Bidder/s or contractor/s additional/confidential information through which the Bidder/s and contractor/s could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion and the same is prima facie found to be correct in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case while such enquiry is being conducted by the Principal, the proceedings under the contract shall not be stalled.

Section 2

Commitments of the Bidder/ contractor

- 1) The Bidder / Contractor commits to take all measures necessary to prevent corrupt practices, unfair means and illegal activities. He commits himself to observe the following during his participation in the tender process and during the contract execution:
- a) The Bidder / Contractor undertakes that he/she has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal, for which benefit etc. he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal, for which benefit etc. he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - c) The Bidder / Contractor will not enter into any agreement or understanding with other Bidders in connection with the bid, including but not limited to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - d) The Bidder / Contractor will not commit any offence under the relevant provisions of Anti-Corruption Laws of India/Indian Penal Code, 1860/ Bharatiya Nyaya Sanhita, 2023, Information and Technology Act, 2000, Competition law or any other relevant laws, enactments, rules and regulations. Further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The Bidder / Contractor also undertakes to exercise due and adequate care of any such information so divulged.
 - e) The Bidder / Contractor further confirms and declares to the Principal that the Bidder / Contractor is the original manufacturer / integrator / authorized government sponsored export entity and has not engaged any individual

or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder / Contractor, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- f) The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to make or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and the details of the services agreed upon for such payments.
- g) The Bidder(s)/ contractor (s) of foreign origin shall disclose the name and address of agents and representatives in India related to this tender. Similarly, the Bidder(s)/ contractor(s) of Indian nationality shall furnish the name and address of their foreign principals or associates, if any, related to this tender.
- h) The Bidder / Contractor shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- i) If the Bidder / Contractor or any employee of the Bidder / Contractor or any person acting on behalf of the Bidder / Contractor, either directly or indirectly, is a relative of any of the officers of the Principal, or alternatively, if any relative of an officer of the Principal has financial interest / stake in the Bidder's / Contractor's firm, proprietorship, company, etc. the same shall be disclosed by the Bidder / Contractor at the time of filing of tender/EoI. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 2013.
- j) The Bidder / Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.
- k) The Bidder / contractor shall disclose the circumstances, arrangements, undertakings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process or under any Agreement which may be negotiated or executed with Principal. Bidder / Contractor and its employees, agents, advisors and any other person associated with the Bidder / contractor must not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest between the interests of Principal or any other interests during this tender process or through operation of the Agreement.
- l) The Bidder(s)/ contractor (s) who have signed the Pact shall not approach the Courts while the matters/disputes/issues, related to tender process or the Contract are presented before the IEM and awaiting the final decision.
- 2) The Bidder / Contractor will not instigate third persons to commit above mentioned acts / omissions / offences outlined above or be an accessory to such offences.

Section 3

Disqualification from tender process and exclusion from future contracts

- 1) If the Bidder, before the Contract is awarded, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question:
 - a) the Principal is entitled to disqualify the Bidder from the tender process or to terminate the Contract, if already signed, for such reason.
 - b) the Principal is entitled to exclude the Bidder / Contractor from participating in future contracts/tenders. The imposition and duration of the exclusion will be determined by the Principal based on the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of

transgressions, the position of the transgressors within the company hierarchy of the Bidder / Contractor and the amount of the damage. The exclusion will be imposed for a minimum of six (6) months and maximum of three (3) years.

- 2) An act/omission would be treated as a transgression after due consideration of the available evidence by the Principal.
- 3) The Bidder / Contractor accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such disqualification/exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision of disqualification/exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- 4) If the Bidder / Contractor can prove that he has restored the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the aforesaid disqualification/exclusion prematurely.

Section 4

Compensation for Damages

- 1) Without prejudice to any rights that may be available to the Principal under any law or the contract or its laid down policies and procedures, the Principal shall have the following rights in case of breach of this Pact by the Bidder/Contractor:
 - a) To forfeit the Earnest Money/Bid Security if the Bidder is disqualified from the tender process prior to the award in terms of Section 3;
 - c) To forfeit/invoke the Security Deposit/ Performance Bank Guarantee if the Principal has either terminated or is entitled to terminate the Contract of the Bidder in terms of Section 3.
 - d) To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the Bidder / Contractor.
 - e) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder / contractor. The Bidder / Contractor shall be liable to pay the compensation for any loss or damage to the Principal resulting from such cancellation / rescission and the Principal shall be entitled to deduct the amount so payable from the amount due to the Bidder / Contractor.
 - f) To recover all sums already paid by the Principal, with interest at __% @ p.a. if any outstanding payment is due to the Bidder / Contractor from the Principal in connection with any other contract, such outstanding payment could also be set off to recover the aforesaid sum and interest.
 - g) To recover all sums paid in violation of this Pact by the Bidder / Contractor to any middleman or agent or broker with a view to securing the contract.

Section 5

Previous transgression

- 1) The Bidder declares that he has not committed any transgressions in the last three (3) years against any Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could invite/justify his exclusion from this tender process.
- 2) Any concealment of information or misrepresentation of facts, in regard to the aforesaid, can lead to his disqualification from the tender process or termination of the Contract, if already awarded, or invite any other appropriate action(s) as deemed fit.

Section 6**Equal treatment of all Bidders / Contractors / Subcontractors**

- 1) The Principal will enter into Pacts on identical terms with all Bidders and contractors.
- 2) The Bidder(s) / Contractor(s) assures to procure from all their subcontractors an undertaking for the adoption of this Pact. The Bidder (s) / Contractor(s) shall alone be responsible for any violation (s) of the provisions laid down in the Pact by any/all of their sub-contractor (s) or sub-vendor (s).
- 3) The Principal will be entitled to disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7**Independent External Monitor / Monitors**

- 1) The Principal appoints competent and credible Independent External Monitor as nominated and approved by the Central Vigilance Commission. The task of the IEM is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Pact. The IEM would be required to sign 'Non-Disclosure Agreements' along with a declaration of 'Absence of Conflict of Interest'. In case of any conflict of interest arises at a later date, the IEM shall inform Chairperson of the Board of the Principal and recuse himself/herself from that case.
- 2) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal. The IEM would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 3) The Bidder / Contractor accepts that the IEM has the right to access, without restriction, all Project documentation available with the Principal including the documents/ records/ information provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the documents/ records/ information of the Bidder/Contractor/ Subcontractor with confidentiality.
- 4) The Principal will provide to the IEM sufficient information about all meetings among the parties related to the Project provided that such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor. The Parties will offer to the IEM the option to participate in such meetings.
- 5) As soon as the IEM notices, or suspects, a violation of this Pact, he will inform the Management of the Principal and request the Management to discontinue or rectify the violation, or take any other relevant action. The IEM can in this regard submit nonbinding recommendations. Beyond this, the IEM has no right to demand from the

Parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to the Bidder / Contractor to present his case before making its recommendations to the Principal.

- 6) The IEM is expected to tender their recommendation on all the complaints within 30 days of their receipt, to the Chairperson of the Board of the Principal. Further, should the occasion arise, the IEM may submit proposals for correcting problematic situations.
- 7) If the IEM has reported to the Chairperson of the Board of the Principal a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India/Indian Penal Code, 1860/ Bharatiya Nyaya Sanhita, 2023, or any other relevant laws and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEM may transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8) The word 'IEM' would include both singular and plural.

Section 8

Pact Duration

- 1) This Pact comes into force when both parties have signed it. It expires for the Bidder / Contractor 12 months after the last payment under the respective contract, and for all other Bidders / Contractors 6 months after the contract has been awarded.
- 2) If any claim is made / lodged during the aforesaid duration, the same shall continue to be valid despite the lapse of this pact as specified above, till it is discharged / determined by Chairperson of the Board of the Principal.

Section 09

Other provisions

- 1) This Pact is subject to Indian Laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Pune. The Arbitration clause provided in the main tender document / contract shall be applicable to any issue / dispute arising under this Pact.
- 2) If the Contractor is a partnership or a consortium, this Pact must be signed by all partners or consortium members.
- 3) In case of any allegation of violation of any provisions of this Pact or payment of commission etc. the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder / Contractor and Bidder /Contractor shall provide necessary information and documents and shall extend all possible help for the purpose of such examination.
- 4) If one or several provisions of this Pact are held to be invalid/unenforceable, the remainder of this Pact shall remain valid as though the invalid or unenforceable parts had not been included herein. In this case, the parties will strive to come to an agreement to their original intentions.

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

For the Principal

For the Bidder / Contractor

Place -----

Witness 1: -----

Date -----

Witness 2: -----

* * * **(End of Document)** * * *

Annexure I: RFE Submission Form
(on Company Letterhead)

Date: _____

To

**The Executive Director,
Centre for Development of Advanced Computing (C-DAC),
Gulmohar Cross Road No.9, Juhu
Mumbai- 400 049, Maharashtra, INDIA**

Subject: Submission of Request for Empanelment (RFE) for Empanelment of Agencies to Provide
Manpower for Execution and Delivery of IT Projects and Solutions

Dear Sir,

We hereby declare that:

1. We have carefully read, understood, and accepted all the terms and conditions, specifications, instructions, and other requirements contained in the RFE document.
2. The information and documents submitted as part of this RFE are true, complete, and correct to the best of our knowledge and belief. We understand that any misrepresentation, suppression of facts, or submission of false information may result in rejection of our application, cancellation of empanelment, and such other action as deemed appropriate by C-DAC.
3. We confirm that we satisfy all the eligibility criteria prescribed in the RFE and agree to provide the required services in accordance with the scope of work and other conditions specified therein.
4. We understand and agree that the submission of this RFE does not guarantee empanelment and that C-DAC reserves the right to accept or reject any or all applications, wholly or partly, without assigning any reason whatsoever.
5. We agree to remain bound by this submission and the commitments made herein for the period specified in the RFE.
6. We hereby undertake that our registration on the Government e-Marketplace (GeM) Portal under the relevant category/categories is valid as on the date of submission of this Request for Empanelment (RFE). We further undertake to maintain such GeM registration in a valid and active status throughout the entire period of empanelment. We agree to furnish documentary evidence of valid GeM registration at the time of empanelment and thereafter as and when required by C-DAC. We understand and accept that failure to maintain a valid GeM registration during the empanelment period may result in suspension or removal from the empanelled list, without prejudice to any other rights or remedies available to C-DAC under the terms of the RFE.

Yours sincerely,

(Authorized Signature) _____

Name & Title of Signatory: _____

Name of Bidder: _____

Annexure J – Bidder's Information Details

Sr. No.	Items	Bidder's Response
1	Basic Information	
	a) i. Name of the Organization	
	a) ii. Name of the Contact Person	
	b) Registered Office Address	
	c) Phone No. of the Contact Person	
	d) Email Address of the Contact Person	
	e) Website (if any)	
	f) Year of Commencement of Business	
	g) PAN No.	
	h) Service Tax Registration No. / GST No.	
2	Location of Competency Centre and Number of Professionals	
3	Number of Certified Professionals with Mandatory Skills	
4	Average Relevant Experience of Project Managers Handling Software Development Projects	
5	Average Relevant Experience of Software Engineers Implementing Software Development Projects	
6	Net Profits During Past Three Financial Years (In ₹ Lakhs):	
	For 2022–23	
	For 2023–24	
	For 2024–25	
7	Annual Turnover of the Bidder (In ₹ Lakhs) During Last Three Financial Years:	
	For 2022–23	
	For 2023–24	
	For 2024–25	

Authorized Signatory: _____

Name of the authorized signatory: _____

Date: _____

Place: _____

Seal:

ANNEXURE K: Non-Disclosure Agreement

[No deviations in wordings permitted]

[To be executed on valid Rs.100 Stamp paper & notarized]

This Non-Disclosure Agreement ("NDA") is made and entered into this __ day of _____ in the year Two Thousand and Twenty ____ (202_) at _____

BY AND BETWEEN

Centre for Development of Advanced Computing (C-DAC), an autonomous scientific Society under the Ministry of Electronics and Information Technology, Government of India, registered under the Societies Registration Act, 1860 and the Bombay Public Trusts Act, 1950, having its registered Office at Savitribai Phule Pune University Campus, Pune 411 007 and one of its constituent units at Gulmohar Cross Road No.9, Juhu, Mumbai 400049, hereinafter referred to as "C-DAC/C-DAC, Mumbai", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be.

AND

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

C-DAC and the Bidder/ Contractor shall individually be referred to as "Party" and collectively referred to as "Parties".

WHEREAS:-

- A. The Bidder is aware that while responding to C-DAC Mumbai's Request For Empanelment (RFE) being Ref No.: _____ dated: _____, for ----- ("**Purpose/Services**"). In connection with the provision of these Services, which involve close collaboration with C-DAC, various Ministries and Departments of the Central and State Governments of India, and entities within the Maritime Sector to design, develop, and implement end-to-end IT solutions, including the creation of Digital Ecosystems and Enterprise Architectures, the Bidder will have physical, logical, or administrative access to C-DAC's critical infrastructure, including infrastructure, hardware layout, operational workflows, cryptographic environments and network assets, security architectures, keys, algorithms, firmware configurations, network topologies, and highly sensitive business data. In addition, the Bidder may be gathering information on C-DAC's Business/Operations, proprietary information regarding products, technical infrastructure, and working processes, as well as central or state-level technical blueprints, interoperability frameworks, database schemas, application programming interfaces (APIs), and Personally Identifiable Information (PII) of citizens ("**Proprietary Information**") indicated as confidential by C-DAC and made available to the Bidder while responding to the RFP, is privileged and strictly confidential to and /or proprietary of C-DAC.
- B. Bidder agrees to receive the Proprietary Information or other information from C-DAC Mumbai and treat all such information as confidential information and to safeguard C-DAC Mumbai's confidential information, property, information systems, network, databases and other data.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants set forth herein, the Bidder agrees that:

1. Bidder agrees to hold all Confidential Information received from C-DAC Mumbai in confidence. Bidder will use such Confidential Information only for the purpose of developing the Response to the said RFP; restrict disclosure of such Confidential Information to its employees and employees of its affiliated or partner companies with a need to know and inform such employees of the obligations assumed herein. Respondent will not disclose such Confidential Information to any third party without the prior written approval of C-DAC Mumbai.
2. The Confidential Information means information which may be in any form including but not limited to oral, written or printed information or any and all materials and information concerning the disclosing Party, including without limitation

its directors, officers, employees, affiliates, subsidiaries and/or group companies, vendors, users and customers or any third party with which the disclosing Party's associates (collectively, "Affiliates"), disclosed by the disclosing Party to the receiving Party whereby the information is revealed by any method, oral or written whether or not, whether such information is expressly marked or designated as confidential information or not and the information, including without limitation any information with regard to the terms of this NDA/RFP/Contract, Intellectual Property, trade secrets, computer programs, software (including source code, object code and machine code) relating to the foregoing, technical drawings, algorithms, know-how, operating procedures, processes, designs, reports, specifications, ideas, trade secrets, inventions, schematics, pricing information, and other technical, business, financial, customer and product development plans, financial condition and projections; business, marketing or strategic plans; customer/ user lists; customer/ user data and related information, product prototypes and designs, strategies or any other non-public information disclosed by or related to the disclosing Party, or where such information is reasonably understood to be confidential or proprietary based on the circumstances of disclosure or the nature of the information itself. It may be noted that all the information shared as a part of said RFP in the form of project documents, discussions on system architecture, data shared for the sole purpose of evaluating and finalizing the system configurations onsite shall be the sole property of C-DAC Mumbai and shall be treated with the same degree of confidentiality as that of the Bidder. Bidder will ensure that no breach of confidentiality occurs at its own premises as well as during and after the onsite engagement as a part of this project engagement.

3. The Bidder shall not disclose any Confidential Information to any person or entity, without the express written consent of the C-DAC Mumbai. The Bidder may only disclose any Confidential Information to any of its directors, officers, employees and representatives of its advisors (collectively, "Representatives") on a strict need-to-know basis, only to the extent it is required to carry out its obligations under this NDA/RFP/ Contract. It is understood that the Bidder will inform their respective Representatives of the confidential nature of the Confidential Information and will require its Representatives to be bound by this Agreement and not to disclose the Confidential Information to any other person. The Bidder expressly agrees and undertakes to be vicariously liable for any breach of confidentiality by any of its Representatives.
4. Without the prior written consent of C-DAC Mumbai or except as otherwise provided herein, the Bidder will not:
 - a. Distribute or disclose to any other person any of the Confidential Information;
 - b. Permit any other person to have access to the Confidential Information;
 - c. Use the Confidential Information for any purpose other than the Permitted Use; or disclose to any other person;
 - d. Engage or appoint any non-resident/foreigner to undertake any activity related to the Project;
 - e. Store, mirror, or process any Indian Government data on servers located outside the territorial jurisdiction of India.
5. Bidder agrees to protect the Confidential Information received from C-DAC Mumbai with the same degree of care as it normally exercises to protect its own proprietary information of a similar nature. Bidder agrees to promptly inform C-DAC Mumbai of any unauthorized disclosure of C-DAC Mumbai's Confidential Information. Bidder undertakes to implement robust physical, electronic, and procedural safeguards in compliance with the Information Technology Act, 2000 and applicable CERT-In cybersecurity directives.
6. The Bidder shall ensure that in no case its representative use any USB or connectivity device in the hardware systems of C-DAC Mumbai without the written permission from C-DAC Mumbai.
7. The Bidder shall ensure that their Representatives will not disclose any information of C-DAC Mumbai even after they cease to be the employees of the Bidder. The Bidder shall ensure this by its own internal agreements.
8. For any technology / software / product used/supplied by Bidder for performing Services for C-DAC, Mumbai as part of this RFP, Bidder shall have right to use as well as right to license such technology/ software / product. C-DAC, Mumbai

shall not be liable for any license or IPR violation on the part of Bidder. Without C-DAC's prior written approval, Bidder will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit C-DAC's rights under this RFP.

9. Confidential Information does not include information that Bidder can reasonably prove, falls within any of the following:
 - a. Information that either is legally in either party's possession or publicly available to either party prior to the disclosure of such information hereunder, without violation of any confidentiality obligation;
 - b. Information that, subsequent to its disclosure hereunder, becomes publicly available to either party without any violation of this Agreement by either party;
 - c. Information that becomes legally available to either party on a non-confidential basis from any third party, the disclosure of which to either party does not, to either party's knowledge, violate any contractual or legal obligation such third party has to either party with respect to such information;
 - d. Information that is independently acquired or developed by either party which can be evidenced by written records; or information that is explicitly approved for release by written authorization of C-DAC Mumbai.
10. Permitted Disclosure of Confidential Information - Notwithstanding the aforementioned clauses, Bidder may disclose Confidential Information of the C-DAC Mumbai:
 - a. to governmental or other regulatory agencies only to the extent reasonably required by such statutory authorities, provided that notice is promptly delivered to the C-DAC Mumbai in order to provide an opportunity to challenge or limit the disclosure obligations;
 - b. if required to be disclosed by law or court order, provided that notice is promptly delivered to the C-DAC Mumbai in order to provide an opportunity to challenge or limit the disclosure obligations.
11. No license expressed or implied in the Confidential Information is granted to Bidder other than to use the information in the manner as is permitted in RFP or by C-DAC Mumbai.
12. Bidder agrees that Confidential Information is and shall at all times remain the property of C-DAC Mumbai. Bidder acknowledges that the Confidential Information is confidential and material to the interests, business and affairs of C-DAC Mumbai and that the disclosure thereof (other than as permitted under this Agreement) would be detrimental to the interests, business and affairs of C-DAC Mumbai. No use of such Confidential Information is permitted except as otherwise provided herein and no grant under any of C-DAC Mumbai's intellectual property rights is hereby given or intended, including any license (implied or otherwise). All information shall remain the property of C-DAC Mumbai and shall be returned and/or destroyed upon written request of C-DAC Mumbai or determination of the RFP/ Contract/ NDA. Use of such property or licenses without the permission of C-DAC Mumbai is strictly prohibited and the Bidder will ensure that any of its employees or representatives does not violate this condition, and even in the case when they cease to have any relationship with Bidder.
13. No license to the Bidder, under any trade secret or any other intellectual property right, is either granted or implied by the disclosure of information to the Bidder. None of the information which may be disclosed or exchanged by C-DAC Mumbai shall constitute any representation, warranty, assurance, guarantee, or inducement of any kind, and in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask work rights, or any other intellectual property rights, or other rights of third persons or of CDAC Mumbai.
14. There are no warranties, expressed or implied, by this Agreement. Without limiting the foregoing, neither CDAC Mumbai makes any representations nor extends any warranties, express or implied, as to the adequacy or accuracy of Confidential Proprietary Information or any other information or data related thereto, or with respect to the use thereof by Bidder.

15. Neither this NDA nor the disclosure or receipt of information from C-DAC Mumbai to the Bidder, shall constitute or imply any promise or intention to pursue any business opportunity described in the Confidential Information or make any purchase of products or services by C-DAC Mumbai or its affiliated companies or any commitment by C-DAC Mumbai or its affiliated companies with respect to the present or future transaction between the parties.
16. Bidder shall not modify or erase the logos, trademarks etc., of C-DAC Mumbai or any third party present on the Confidential Information. The Bidder shall not use or display the logos, trademarks etc., of C-DAC, Mumbai in any advertisement, press etc., without the prior written consent of C-DAC Mumbai.
17. Upon the request of C-DAC, Mumbai, the Bidder will, within the period stated in C-DAC Mumbai's request, return or destroy all Confidential Information and any notes, correspondence, analyses, documents or other records containing Confidential Information, including all copies thereof, then in the possession of Bidder or its Representatives and shall certify the fact of having destroyed the Confidential Information in writing to CDAC, Mumbai. Such return, however, does not abrogate the continuing obligations of Bidder under this Agreement.
18. Bidder agrees and acknowledges that monetary damages would not be a sufficient remedy for a breach of this Agreement and that C-DAC Mumbai shall be entitled to specific performance or any other injunctive relief as a remedy in equity for any such breach of this Agreement. Any remedy shall not be deemed to be exclusive or all-inclusive and shall be in addition to any and all other remedies which may be available to C-DAC Mumbai in law or equity.
19. Confidential Information provided to the Bidder does not and is not intended to represent an inducement by C-DAC Mumbai or a commitment by C-DAC Mumbai to enter into any business relationship with the Bidder or with any other entity. If the parties desire to pursue business opportunities, the parties will execute a separate written agreement to govern such business relationship.
20. Bidder agrees that all of its obligations undertaken herein as the Bidder shall survive and continue for the period of the existence of this NDA and a period of three years thereafter regardless of any prior termination of this NDA.
21. This NDA constitutes the entire understanding between the Parties hereto as to the information and merges all prior discussions between them relating thereto.
22. No amendment or modification of this NDA shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective authorized officers or representatives.
23. The Bidder understands and agrees that no failure or delay by C-DAC Mumbai in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
24. The Bidder herein agrees and undertakes to indemnify, keep indemnified and hold C-DAC Mumbai harmless from any loss, damage, claims, liabilities, charges, costs, or expense (including reasonable attorneys' fees), that may arise or be caused or result from or be paid/incurred/suffered or caused to be paid/incurred/suffered by reason of any breach, failure, delay, impropriety or irregularity on its part to honour, observe, adhere to, abide by or comply with any of the terms and conditions of this Agreement.

25. This Agreement shall be governed and construed in accordance with the laws of India. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction i.e. the courts of Mumbai, India, to be unenforceable, the remaining portions hereof shall remain in full force and effect.

26. Bidder agrees not to assign this Agreement or any interest herein without express prior written consent of CDAC Mumbai.

27. Nothing in this agreement and no action taken by the Bidder pursuant to this agreement shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity or arrangement. This Agreement is entered into by the Parties on a Principal-to-Principal basis and no other meaning can be assigned in interpreting any of the terms contained herein.

28. Multi-Agency Environment, Inter-Agency Confidentiality, and Non-Collusion:

- i. Acknowledgement of Multi-Agency Environment: Bidder explicitly acknowledges and agrees that C-DAC has empanelled, or may empanel, other third-party agencies (hereinafter referred to as "**Co-Empanelled Agencies**") to perform identical, similar, or overlapping IT solutions and manpower services across various projects.
- ii. Prohibition of Data Cross-Contamination: Bidder shall strictly segregate, silo, and isolate all data, credentials, source codes, and operational documents received from C-DAC. Under no circumstances shall Bidder share, expose, or make accessible any Confidential Information to any Co-Empanelled Agency, even if such agencies are working on different modules of the same broader government project, unless explicitly authorized in writing by C-DAC.
- iii. Duty of Non-Collusion and Anti-Competitive Behaviour: Bidder covenants that it shall not collude, cartelize, or enter into any formal or informal understanding, arrangement, or anti-competitive agreement with any Co-Empanelled Agency regarding:
 - a. Commercial bidding for specific project work orders or allocations;
 - b. Sharing of technical architectures, pricing frameworks, or proprietary government processes to manipulate project outcomes;
 - c. Poaching or illicitly swapping deployed outsourced manpower between projects to cross-transfer project-specific confidential knowledge.
- iv. Shared Environment Security Protocol: In instances where the Bidder is required to co-exist, integrate, or interface its IT deliverables/manpower with systems managed by a Co-Empanelled Agency, the Bidder shall:
 - a. Adhere strictly to C-DAC's central access control, Role-Based Access Control (RBAC), and logical segregation protocols;
 - b. Report any unauthorized attempt by a Co-Empanelled Agency to access the systems, databases, or project modules managed by the Bidder within twelve (12) hours of discovery.
- v. Accountability and Blame Segregation: Bidder shall remain solely responsible and liable for its own deliverables, manpower actions, and data protection failures. The presence or operational delay of a Co-Empanelled Agency shall not excuse a confidentiality breach or data leak by the Bidder.

29. If the Bidder/ Contractor is a Government entity and/or CPSE and the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days from the date on which the dispute is raised by either Party in writing, dispute shall be taken up by either Party for resolution through AMRCD/AMRD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 issued by Department of Public Affairs, Ministry of Finance, Government of India and No. 334774/DoLA/AMRD/2019 Dated the 31st March, 2020 issued by Ministry of Law & Justice Department of Legal Affairs, Ministry of Law & Justice, Government of India, including any clarifications, amendments, modifications etc., as amended from time to time and the decision of AMRCD/AMRD on the said dispute shall be binding on both the Parties. The decision of AMRCD/AMRD on the said dispute shall be binding on both the Parties. The cost of the arbitration proceedings shall be borne equally by the Parties, however, upon the award being made, such costs shall be reimbursed in full by the unsuccessful Party to the Party in whose favor the award is passed.

30. If the Bidder/ Contractor is a private entity and the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days from the date on which the dispute is raised by either Party in writing and if mandate of AMRCD/AMRD/PMA is not in existence or is not applicable to the dispute or to the Parties, the dispute shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre ("IIAC") in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("IIAC Regulations") for the time being in force, which regulations are deemed to be incorporated by reference in this clause. The place/seat of the arbitration shall be New Delhi, India. The Tribunal shall consist of one arbitrator. The law governing the arbitration agreement shall be Indian Law. The language of the arbitration shall be English. The expenses incurred by each Party in connection with the preparation, presentation etc. of the case before Tribunal shall be borne by each Party, however, upon the award being made, such costs shall be reimbursed in full by the unsuccessful Party to the Party in whose favor the award is passed.
31. If at the time of occurrence of the dispute, mandate of Institutional Arbitration is not in existence the dispute shall be referred for resolution to a Sole Arbitrator mutually appointed by both Parties and the arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The seat of the arbitration shall be Mumbai, India. The award given by the arbitrator shall be final and binding on the Parties. The language of arbitration shall be English. The Parties shall continue to perform their respective obligations under this Agreement, despite the continuance of the arbitration proceedings, in the manner and in compliance with the Interim measures as directed by the Arbitrator/ Arbitral Tribunal.

IN WITNESS WHEREOF, the Bidder has caused this Agreement to be executed as of the date set forth above.

For and on behalf of <Bidder>

<Address of Bidder>

Authorized Signatory of the bidder

Name:

Designation:

Office Seal or digital signature:

Place:

Annexure 1 – Format for Submission of Previous Projects Undertaken

Details of Projects Executed for C-DAC or Other Government/PSU/Reputed Private Organizations (Attach copies of Purchase Orders/Work Orders/Completion Certificates/any other supporting documentary evidence). A separate sheet should be submitted for each project.

Sr. No.	Particulars	Details
1	Project Title	
2	Client Organization (e.g., C-DAC / Government Department / PSU / Private Entity)	
3	Name of Client Contact Person / Designation	
4	Contact Details of Client (Email / Phone No.)	
5	Project Location	
6	Duration of the Project (Start Date – End Date)	
7	Brief Description of the Scope of Work	
8	Technology Stack / Platform Used	
9	Role of the Agency (e.g., Software Development / IT Manpower Deployment / Integration / Operations & Maintenance)	
10	Total Project Value (in INR Lakhs)	
11	Project Outcome / Deliverables / Benefits to Client	
12	Status of the Project (Completed / Ongoing / Under Maintenance)	
13	Documentary Evidence Attached (Purchase Order / Completion Certificate / Work Order, etc.)	

Authorized Signatory: _____

Name: _____

Designation: _____

Organization: _____

Date: _____

Seal & Signature: _____

Annexure 2 – Technical Compliance Sheet

S. No.	Technical Criteria for	Details	Proof / Documents to be submitted	Reference/ page enclosed in the bid
1	Number of years of the Manpower/IT Consulting firm incorporated as:	In Year: ____ No. of years of Consulting firm: ____	Necessary documents/ proofs substantiating such as CA certificate confirming the cumulative turnover of the bidder from Consulting/Advisory services must be submitted for the mentioned number of years.	
2	Average Turnover from Manpower/IT Consulting Services in India in last three Financial years		Audited Balance sheet of respective financial year is to be enclosed along with turnover certificate duly certified by registered CA. The bidder should also submit the documents such as work orders etc. for confirmation of its revenue from IT consultancy Services.	
3	Number of manpower IT consulting projects in last three financial years with:		List of Projects (To whom the manpower support has been provided for software development projects) (Only valid contracts implemented within last 3 years) implemented for Private listed/ Govt./ PSU in India as follows: - 10 or more projects: 15 marks - 6 to 9 projects: 10 marks - Up to 5 projects: 5 marks The value of each project should be minimum: - Rs.1 crore for Tier I - Rs.50 lacs for Tier II - Rs.25 lacs for Tier III	List (certified by CA/Auditor) along with self-attested copies of work orders/ invoices/ payment proofs etc.
4	Manpower		S.No. Resource Category Number of Employees on company's payroll TOTAL	An undertaking for the employee employed as per the Annexure-

				10: Employees Detail Undertaking: The Undertaking and enclosed list of employee must be duly signed and stamped by the authorized signatory of the firm, for its consideration in the technical evaluation.
5	Certification		CMMI level-3 and CMMI Level-5 certification or above for the Software Development area. ISO Certification 9001:2015, ISO 27001:2013 and above.	Self-attested copies of valid certificates

Name of Bidder:

Signature:

Annexure 3 – List of Clients**Year: 2024**

S. No.	Client Name with Contact Person Details (including Ph. No.)	Period in which the services were provided	Project Start Date	Project End Date	Order No.	Annual Billing Amount
1						
2						

Year: 2023

S. No.	Client Name with Contact Person Details (including Ph. No.)	Period in which the services were provided	Project Start Date	Project End Date	Order No.	Annual Billing Amount
1						
2						

Year: 2022

S. No.	Client Name with Contact Person Details (including Ph. No.)	Period in which the services were provided	Project Start Date	Project End Date	Order No.	Annual Billing Amount
1						
2						

Year: 2021

S. No.	Client Name with Contact Person Details (including Ph. No.)	Period in which the services were provided	Project Start Date	Project End Date	Order No.	Annual Billing Amount
1						
2						

Year: 2020

S. No.	Client Name with Contact Person Details (including Ph. No.)	Period in which the services were provided	Project Start Date	Project End Date	Order No.	Annual Billing Amount
1						
2						

Signature (Bidder Seal) In the capacity of

Duly authorized to sign proposals for and on behalf of:

Annexure 4 – Assignment Details

Sr. No.	Details of Assignment	Details
1	Name of the Client with address	
2	Year of undertaking the project	
3	Project Name and brief summary	
4	Project Start Date	
5	Project Completion Date	
6	Total Project Cost	
7	Name of the Client's Contact person with phone number & email id	
8	Nature of Assignment (Management/Functional or Technology domain)	
9	Client Type (Government/PSU/Private Entity)	
10	Number of Consultants deployed for the assignment	
11	Enclose relevant documents (Mandatory): • Copy of self-attested Completion Certificates from the client; OR • Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR • Work Order + Phase Completion.	

Annexure 5 - Technologies/Tech stacks:

The software systems undertaken by C-DAC may use one or more of the technologies, system types, and scales listed below. The list is indicative and intended to illustrate the scope of solutions covered under this empanelment.

Sr.No	Technology Category	Technology / Tech Stack
1	Programming languages, frameworks, libraries	• Python / R / Java or J2EE / MERN / C / C++ / PHP • Tensorflow, NumPy, scikit, matplotlib • Spring or Struts; Hibernate;
2	Databases	• RDBMS such as MySQL or PostgreSQL; • NoSQL database such as HBase or Cassandra; • Graph db
3	Middleware & Portal	• Application Server such as Apache Tomcat or Jetty or Nginx; • Message queues such as Apache Kafka or RabbitMQ; • ESB such as Mule or Apache Camel; • Portals such as Joomla or Drupal or Java/ PHP; • In-memory platforms such as Apache Ignite or Redis;
4	Data Integration, BI, Analytics	• Apache Kudu or Druid or HBase; • Apache Flink or Spark; • Data ingestion or query technologies such as Apache Pig or Hive or Impala or Presto;
5	Mobile Apps	• Android or iOS • Query Mobile • Angular UI or React Native;
6	Emerging Tech & other	• Blockchain, AI, IoT, AR/VR Digital twin.

Note: Kindly attach this filled in annexure in support, wherever it is required in establishing the eligibility and technical evaluation. This may be furnished with page numbers indicated in the index. Please use separate sheet wherever necessary