

**NOTICE INVITING TENDER (NIT)**

**HIRING AGENCY FOR PROVIDING FIELD WORK SERVICES  
FOR EXECUTION OF PROJECT RELATED TO PRECISE WATER REQUIREMENT & SITE-SPECIFIC NUTRIENT  
MANAGEMENT WORK AT RAJASTHAN**

C-DAC Kolkata Centre, being a part of the Centre for Development of Advanced Computing (hereinafter referred to 'C-DAC'), the premier R&D organization in IT&E (Information Technologies and Electronics) in the country working on strengthening national technological capabilities in the context of global developments in the field and responding to change in the market need in selected foundation areas in close junction with its parent ministry, the Ministry of Electronics and Information Technology (MeitY), Government of India to realize nation's policy and initiatives in Information Technology. C-DAC requires services for field-level works in the state of Rajasthan, including field-level manpower deployment, regular field data collection, farmers outreach, implementing the training for the farmers, etc., as per the requirements of C-DAC, Kolkata..

**Disclaimer**

- a) *The information contained in this Notice Inviting Tender (hereafter called as "NIT") document or information provided subsequently to the Bidder(s) whether verbally or in documentary form, by or on behalf of C-DAC is provided to the Bidder(s) on the terms and conditions set out in this document and all other terms and conditions, subject to which such information is provided. This NIT is not an agreement and is neither an offer nor an invitation to offer by C-DAC. This NIT is to invite bids from bidders who are qualified to submit the bids (hereafter called as "Bidders"). Issuance of this NIT does not imply that C-DAC is bound to select a bidder or to execute an agreement. C-DAC reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.*
- b) *The purpose of this NIT is to provide the Bidder(s) with information and to assist them in the formulation of their Bids. This does not claim to contain all the information, which each Bidder may require.*
- c) *This NIT may not be appropriate for all persons, and it is not possible for C-DAC, its Directors, employees or advisers to consider the objectives, technical expertise and needs of each party who reads or uses this NIT. The assumptions, assessments, statements and information contained in this NIT, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, at its own costs *without any right to claim reimbursement* conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this NIT and obtain independent advice from appropriate sources at their own cost.*
- d) *C-DAC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability, or completeness of this NIT. The information contained in this NIT is selective and is subject to update, expansion, revision, and amendment.*
- e) *The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of requirements. C-DAC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the facts, requirements and legal provisions expressed herein.*
- f) *C-DAC does not undertake to provide any Bidder with access to any additional information or to update the information in this NIT or to correct any inaccuracies if any therein, which may become apparent.*
- g) *C-DAC reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this NIT and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders. Any information contained in this NIT will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by C-DAC. Information provided in this NIT is on a wide range of matters, some of which may depend upon the interpretation of law.*
- h) *Further, C-DAC also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this.*

- i) C-DAC reserves the right to reject any or all the Bids received in response to this at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. C-DAC reserves the right to disqualify the Bidder(s) and terminate the agreement, if any executed, should it be deemed so necessary at any stage on the grounds of national security. The decision of C-DAC shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process.
- j) C-DAC, its Directors, employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of equity or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this NIT or otherwise, including but not limited to the accuracy, adequacy, correctness, reliability or completeness of the NIT and any assessment, assumption, statement or information contained therein or deemed to form part of this NIT or arising in any way in this Selection Process.

### **INSTRUCTIONS TO BIDDERS**

1. **This Notice Inviting Tender (NIT) shall be treated as the indivisible part of the GeM Contract on successful completion of the GeM Bidding process.**
  - 1.1 The bidders are requested to read this NIT carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/ instructions given in this document may disqualify the bidders for the tender exercise.
  - 1.2 Submission of false document by bidder is strictly prohibited and will be liable for rejection of the bid.
  - 1.3 Bidders who are confident of executing the contract in time by employing the required resources need only participate in this tender.
2. **All requisite documents as per ANNEXUREs given in this NIT have to be submitted duly signed and stamped with supporting documentary evidences, as requested.**
3. **This is mandatory for technical evaluation and in absence of these Annexures, the bid may not be considered further.**
4. **The service work to be carried out (in coordination with C-DAC, Kolkata) by the successful bidder on issuance of GeM Contract.**
5. **In this NIT unless specified otherwise:**
  - 5.1 The clause headings are for convenience of reference only and do not form part of this NIT/Contract/Agreement;
  - 5.2 A reference to a clause number is a reference to all of its sub-clauses;
  - 5.3 The word “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
  - 5.4 Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this NIT including any amendments or modifications to the same from time to time;
  - 5.5 A word in the singular includes the plural and a word in the plural includes the singular;
  - 5.6 A word importing a gender includes any other gender;
  - 5.7 A reference to a person includes a partnership and a body corporate, its successors and assignees or a reference to legislation includes legislation repealing, replacing or amending that legislation;
  - 5.8 Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
6. Bidders are advised to carefully study all instructions, forms, terms, requirements and other information in the NIT document. Submission of the Bid shall be deemed to have been done after careful study and examination of the NIT document with full understanding of its implications.
7. Failure to comply with the requirements may render the Bid non-compliant and the Bid may be rejected.
8. **Bidders must:**
  - 8.1 Include all documents specified in this NIT, in the Bid

- 8.2 Follow the format of this NIT while developing the Bid and respond to each element in the order as set out in this NIT
- 8.3 Comply with all requirements as set out within this NIT

### **BIDS**

#### **1. Validity of Bids**

- 1.1 The Bid submitted shall remain valid for a period of 90 days from date of submission. C-DAC may request for extending the validity without change in the financial Bid. A bid valid for a shorter period shall stand rejected.
- 1.2 C-DAC may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. A bidder agreeing to the request for extension will not be permitted to modify his bid.

#### **2. Language of Bids**

- 2.1 The Bid should be prepared and submitted by the Bidders in English language only. If any submitted supporting documents are in any language other than English, translation of the same in English language is to be provided (duly attested) by the Bidders. For purposes of interpretation of the documents, the English translation shall prevail.

#### **3. Acceptance/ Rejection of Bids**

- 3.1 C-DAC reserves the right to reject in full or part, any or all Bids without assigning any reason thereof. C-DAC reserves the right to assess the Bidder's capabilities and capacity. The decision of C-DAC shall be final and binding.
- 3.2 Bid should be free of over writing. All erasures, correction and/or addition must be clearly written and duly attested.

#### **4. In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, C-DAC reserves the right to reject the Bid and forfeit the EMD.**

#### **5. If there are any discrepancies in the Financial Bid, it shall be subjected to the following:**

- 5.1 If, in the Price Bid structure quoted for the required goods/services/works, there is any discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.
- 5.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- 5.3 If there is a discrepancy between words and figures, the amount in words shall prevail.
- 5.4 Any discrepancies found in the offer may be intimated to the Bidder and C-DAC may request the Bidder requesting clarification for the same within a stipulated timeframe. C-DAC reserves all the rights to take appropriate decisions as it may deem fit upon receiving the clarifications for such discrepancies. The decision taken by C-DAC on such matter(s) or otherwise shall be final and binding.

### **BID DISQUALIFICATION**

1. The Bid is liable to be disqualified/ a proper explanation may be called in the following cases or in case Bidder fails to meet the bidding requirements as indicated in this NIT:
  - 1.1 During validity of the Bid, or its extended period, if any, the Bidder increases its quoted prices;
  - 1.2 The Bid is conditional and has deviations from the terms and conditions of NIT;
  - 1.3 Bid is received in incomplete form;
  - 1.4 Bid is not accompanied by all the requisite documents;
  - 1.5 Information submitted in Technical Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any;
  - 1.6 Financial Bid is enclosed with the same document as Technical Bid;
  - 1.7 Bidder tries to influence the Bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the Bid process;
  - 1.8 Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, C-DAC reserves the right to take action as per applicable rules.

### ELIGIBILITY CRITERIA OF BIDDERS

1. **GEOGRAPHICAL PRESENCE:**
  - 1.1 Registered office at Jaipur, Rajasthan or Rajasthan GST no. for at least five years.
2. **LEGAL ENTITY:**
  - 2.1 Registered under Companies Act, Partnership Act as applicable and/or Under Shops & Establishment Act, as applicable, to authorize for deployment of manpower services.
  - 2.2 Registration with ESI, EPF, PAN & GST etc. in Rajasthan region as applicable as per the laws of land.
3. **MANPOWER CAPACITY:**
  - 3.1 Shall have expert manpower in agriculture or water related domains.
  - 3.2 Shall have expertise in survey and field data collection and training of users.
4. **EXPERIENCES:**
  - 4.1 Executed at least one Govt./PSU project *in the last 03 financial years*
5. **FINANCIAL CAPACITIES:**
  - 5.1 The average annual financial turnover of the bidder during the last three (3) financial years ending 31st March, 2024 should be a minimum of Rs. 2 crore (Rupees Two Crore only) .
  - 5.2 The bidder shall submit duly notarized copy of Audited Annual Financial Reports/ Balance Sheet and Profit & Loss account for last 3 (three) financial years ending 31st March 2024.  
OR
6. **SOLVENCY CRITERIA:** The bidder should be solvent and has to submit Solvency certificate from Nationalized/ Commercial bank
  - 6.1 The solvency certificate should not be older than six months from the date of publishing of this bid and the valuation of the certificate should be more than the bid value
7. **CAPACITY:** Capacity to start the work within 7-10 days of confirmed order.

### THE BIDDER SHOULD NOT HAVE BEEN the following:

8. Black listed/ debarred by any of the government agencies and/or department, competent authorities etc.
  - 8.1 Found guilty of commission of acts of moral turpitude and/or convicted for any economic offence and/or for violation of any labour laws etc by any court or any authority appointed to enforce any labour laws or regulations including by PF/ESI authorities.
  - 8.2 Any record of termination of contract in the past 3 years on account of violation of laws or deficiency of services or breach of contract.

**NOTE-1:** *Scanned copies in support of all above mentioned documents must be submitted along with the filled up tender document, failing which the bid may be summarily rejected.*

**NOTE-2:** *The successful bidder awarded the contract, shall ensure that they shall deploy the number of persons as per the number mentioned in the final contract, complying with the Acts and Rules of the Land.*

### EFFECTIVENESS & TENURE OF CONTRACT

1. C-DAC reserves right to award Contract to the Bidder other than L1, if the circumstances so warrant. Any decision of C-DAC in this regard shall be final, conclusive and binding upon the bidder(s).
2. The Successful Bidder shall be awarded with the GeM Contract and the GeM terms & condition (SLA) shall be the contract between C-DAC and the successful bidder.
3. The tenure of the Contract shall be effective **for a period of one (01) year, on and from the date of issuance of the GeM Contract or from the date of start of work, whichever is later.** .
4. The service shall be **delivered and/or deployed at Rajasthan as per the requirement of C-DAC, Kolkata.**
5. However, If the performance of the awarded work is delayed by the successful bidder during the execution of the contract, the successful bidder shall have to apply in writing with proper justifications causing such delay to C-DAC at least 07 (seven) days before the stipulated date of completion.

### SCOPE OF WORK

1. The scope of work for **Community-Based AI Solution for Precise Water Requirement & Site-Specific Nutrient Management** focuses on leveraging artificial intelligence to optimize water usage and nutrient application in agriculture. This initiative aims to develop a data-driven system that enables farmers to make informed decisions based on real-time environmental and soil conditions. By integrating AI with remote sensing, IoT devices, and predictive analytics, the solution will provide precise recommendations for irrigation and nutrient management, ensuring sustainable farming practices. Additionally, the project emphasizes a community-driven approach, facilitating knowledge-sharing and collaboration among farmers, agronomists, and policymakers to enhance productivity while conserving natural resources.
2. Rajasthan, being one of the driest states in India, faces significant challenges in water management and soil nutrient optimization due to its arid climate and diverse agro-ecological conditions. To address these challenges, a **Community-Based AI Solution** is being proposed to enable **precise water requirement assessment** and **site-specific nutrient management** for farmers. By integrating machine learning algorithms with traditional farming practices, the initiative aims to **enhance water-use efficiency, improve crop productivity, and promote sustainable agriculture**. Community participation will be a key aspect, ensuring localized adaptation, ease of use, and scalability of the solution across various districts in Rajasthan.
3. This project also include the deployment of field workers in Rajasthan for data collection , which is a crucial step in optimizing agricultural productivity and resource efficiency. Field workers will be strategically deployed across key agricultural zones to gather real-time data on soil health, crop conditions, weather patterns, and farmer inputs. Using AI-integrated tools such as IoT sensors, mobile applications, and remote sensing, they will collect and feed critical data into the AI system, enabling accurate, site-specific recommendations for irrigation and nutrient application. Additionally, these workers will engage with local farming communities to raise awareness, provide training, and ensure the seamless adoption of AI-driven decision-making.
4. **Mandatory:**
  - 4.1 To provide 22 numbers of field staff to work with the farmers of Rajasthan at village level as listed in the Table of ANNEXURE - VIII. The number of field staff required may vary depending on the project's needs, with adjustments made on a pro-rata basis as necessary.
  - 4.2 The role/responsibility of the field staff are:
    - 4.2.1 Day to day assistance to the designated farmers in operating the mobile advisory app for irrigation and nutrition management, as is the case.
    - 4.2.2 Basic input data of the farmer, season-wise crops, irrigation method, sowing time, nutrient status, and geotagging of fields.
    - 4.2.3 Training to farmer's time-to-time
  - 4.3 The required qualification of these field staff should be MSC Agriculture or equivalent with minimum 3 years' experience in relevant domain (Testimonials of the field staff to be provided).
  - 4.4 All Government Regulatory norms for such contract employment to be complied.
  - 4.5 The tenure of contract for these field staff is one year and would expire on expiry of the contract with the successful bidder.
  - 4.6 All allowances including mobile phone bills, travel, TA/DA, etc. for these field staff to be borne by the successful bidder.
  - 4.7 To organize training programs for all the farmers in groups at least four times:
    - 4.7.1 Orientation at the initiation of the program
    - 4.7.2 Seasonal at the onset of each season (Kharif, Rabi, Zayad)
  - 4.8 Agronomy and irrigation/nutrient related Consultancy service to be provided to develop the Advisory Mobile App as depicted in Annexure-IX.
5. **Optional for C-DAC**
  - 5.1 Provision of a small office space with furniture, electricity and Wi-Fi service to set up a Project Management Unit (PMU) at Jaipur for 3 nos. of C-DAC engineers.

## 6. Information related to the Work

- 6.1 The list of farmers and the farm fields for the particular block/cluster will be communicated to the vendor on placement of order to the successful bidder.
- 6.2 Three (3) crop seasons, i.e., Kharif, Rabi & Zayad to be covered.
- 6.3 The main crops for Kharif season are Bajara, Maize, Sorghum, Cotton, Ground nut, Cluster bean, Green Gram, Soybean, etc.
- 6.4 Main crops for Rabi are Wheat, Barley, Gram, Mustard, cumin, coriander, Isabgol, etc.
- 6.5 The vegetable crops will be Tomato, Chilli, Brinjal, cucurbits, Cole crops, Potato, Pea, Okra, etc.
- 6.6 The fruit orchards will be Pomegranate, Citrus, Guava, Aonla, Ber, Date palm etc.
- 6.7 The above-mentioned crop list is indicative only and there may also be other crops that are not listed on the list.
- 6.8 All these crops are grown using different irrigation methods, e.g., sprinklers, drip irrigation, and any other irrigation systems.

### PAYMENT TERMS

1. **PART-1:** **30% payment** will be released on Finalization of preliminary plans, inception report, orientation training, connecting the envisaged beneficiaries and initiation of successful advisory systems for at least one month.
2. **PART-2:** **50% payment** will be released on successful completion of advisory. Training and review/feedback of 8 months.
3. **PART-3:** **20 % payment** will be released after successful services delivered for one year.
4. **PERFORMANCE BANK GUARANTEE (PBG):** the successful bidder shall deposit **3% of the order value as Performance Security in the form of Performance Bank Guarantee (PBG)** within **15 (fifteen) days** from the date of issuance of GeM Contract.
  - 1.4.1 **PBG shall be remain valid for 14 (fourteen) months from the date of issuance of GeM Contract.**
  - 1.4.2 The **PBG** will not bear any interest for any period whatsoever.
  - 1.4.3 **REFUND OF PERFORMANCE SECURITY**, as applicable, shall be made after the expiry of the 14th month of issuance of GeM Contract on receipt of written request.

### GENERAL CONDITIONS OF THE CONTRACT

1. **The tender notice is only for fixing a contract and shall not be construed as invitation to bid for providing the job i.e. there is no guarantee for award of work without assigning any reason whatsoever may be.**
2. It is implied that the bidder has obtained and/or has reasonably tried to obtain all necessary information directly or indirectly affecting the contract such as legal stipulation, possible delays and hindrance or interference in executing the contract and has satisfied him/her before making the offer. Unexpected difficulties or expenses shall NOT be considered excuses for difficulties in performing the contract. The rate quoted should take all factors into consideration.
3. C-DAC reserves the right to cancel the CONTRACT executed without any compensation whatsoever to the Successful bidder any time before the award of the work. The action of C-DAC under this clause shall not construe the breach of contract.
4. The Successful bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this NIT/contract/agreement to any other agency without the prior written consent of C-DAC.
5. Bidders acknowledge that they assume all risks contingent upon the nature of the contract to be actually encountered by them in executing the contract, even though such actual conditions may result in the bidders performing more or less work than that originally anticipated.
6. **C-DAC may curtail/terminate and/or impose penalty to the Successful bidder during the period of the contract as per Liability & Penalty Clause given hereafter.**

7. In respect of the matters pertaining to this contract, bidders shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organization. All disputes, differences, clarifications etc. arising out of the contract will be represented by bidder himself or by his legal representative.
8. The Annexure(s), extension(s), corrigenda, if any shall form indivisible parts of this tender process and/or resultant contract/agreement.
9. If Successful bidder defaults in commencing or in execution of work as aforesaid, C-DAC without prejudice to any other right or remedy, shall be at liberty to enforce measures for performance.
10. If work is delayed apart from Force Majeure conditions or by any other condition which in the absolute discretion of C-DAC is beyond the control of Successful bidder, then upon happening of any such involving delay, Successful bidder shall immediately give notice thereof in writing to C-DAC, but shall nevertheless use constantly his/her best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of C-DAC to proceed with work, request for extension of time to be eligible for consideration shall be made by bidder in writing within 14 (fourteen) days of the happening of the event causing delay.
11. Bidder may also, if applicable indicate in such a request the period for which extension is desired. C-DAC may give a fair and reasonable extension of time for completion of work.
12. C-DAC shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by Successful bidder in the course of their performing the functions/duties, or for payment towards any compensation.
13. C-DAC shall be the final judge of the quality of the work and the satisfaction of the standards in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the competent authority C-DAC its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the Successful bidder shall be and remain responsible for complete and proper compliance with the contract documents and the specification therein. The Competent authority of C-DAC has the right to prohibit the use of men/women and any tools, materials or equipment's which in its opinion do not produce work or performance meeting the requirement of the Contract Documents.
14. **RELATIONSHIP OF PARTIES:** The Parties are independent entities. Under no circumstances will the employees of one Party be deemed the employees of the other Party. This Contract does not grant authority for either Party to act for the other in an agency or other capacity on the behalf of the other Party. The relationship of the parties shall be on a principal to principal basis notwithstanding any of the understandings as referred to above.
15. **EXTENSION OF CONTRACT PERIOD:** The contract shall be initially for one year, unless otherwise specified. However, the C-DAC reserves the right to extend the contract period for 2 consecutive years on yearly renewal basis beyond the period specified in the contract/work order/agreement, on the same rates and terms & conditions, depending on satisfactory performance and at the discretion of competent authority.
16. **ASSIGNMENT:** This Contract will bind and inure to the benefit of the successors and permitted assigns of the Parties, but Successful bidder shall have no right to assign or otherwise transfer its rights or obligations under the Contract without receiving the express prior written consent of C-DAC.
17. **INSURANCE** Without limiting any of his other obligations or liabilities, the Successful Bidder shall, at his own expense, take and keep comprehensive insurance including third party risk for all the work during the execution at C-DAC. The Successful Bidder shall also take out employees' compensation insurance as required by law and undertaken to indemnify and keep indemnified C-DAC from and against all manner of claims and demands and losses and damages and cost (including between attorney and clients) charges and expenses that may arise in regard to the same or C-DAC may suffer or incur with respect to and/or incidental to the same.
  - 17.1 The Successful Bidder shall have to furnish originals and/or attested copies as required by C-DAC of the policies of insurance taken within seven days of being called upon to do so together with all premium receipts and other papers related thereto which C-DAC may require.

18. **FALL CLAUSE:** Prices charged to C-DAC shall under no event be higher than lowest prices at which Successful bidder sells the items of identical description to any person/organization including Department of Central/State Government or any central/state PSU during the period of contract failing which the “FALL CLAUSE” will be applicable and C-DAC shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of Successful bidder and C-DAC reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of Successful bidder as the defaulting Vendor besides considering the forfeiture of performance security, if any.
- 18.2 While applying for extension of time for delivery of equipment/services, if any, Successful bidder shall have to provide an undertaking as “I/We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/organization including Department of central/state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period.”
- 18.3 In case undertaking as above is not applicable, Successful bidder shall give the details of prices, the name(s) of purchaser, quantity etc. to C-DAC, while applying extension of delivery period.
19. **LIQUIDATED DAMAGE:** Notwithstanding C-DAC’s right to cancel the order, liquidated damages at 0.5% (point five percent) of the price of undelivered portion/ not installed items and/or services will be charged for every week’s delay in the specified scope of work as mentioned in the contract/work order/agreement, subject to a maximum of 5% (five percent) of the total order value for each Phase.
- 19.1 However, exact amount of Liquidated damages will be calculated per week or part thereof basis.
- 19.2 C-DAC will have right to recover these amounts by any mode such as adjusting from any payments to be made to the successful bidder or from the Performance Bank Guarantee. Otherwise, C-DAC may invoke the Performance Bank Guarantee for further delay in delivery, installation and commissioning.
20. **CONFIDENTIALITY AND SECRECY**
- 20.1 The NIT/Work Order/contract/agreement is confidential and is not to be reproduced, transmitted, or made available by the Successful bidder to any other party. The contract/Work Order is provided to the Successful bidder based on the undertaking of confidentiality given by the Successful bidder to C-DAC. C-DAC may update or revise the contract/Work Order document or any part of it. The Successful bidder shall acknowledge that any such revised or amended document is received subject to the same terms and conditions as the original and subject to the same confidentiality undertaking.
- 20.2 The Successful bidder will not disclose or discuss the contents of the contract/Work Order document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with C-DAC or any of its customers, suppliers, or agents without the prior written consent of C-DAC.
- 20.3 The successful bidder shall must undertake that they shall hold in trust any Information received by them under the contract/Work Order and the strictest of confidence shall be maintained in respect of such Information. The successful bidder has also to agree:
- 20.3.1 To maintain and use the Information only for the Work assigned and only as permitted by C-DAC.
- 20.3.2 To only make copies as specifically authorized by the prior written consent of C-DAC and with the same confidential or proprietary notices as may be printed or displayed on the original.
- 20.3.3 To restrict access and disclosure of Information to such of their employees, and agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them by this Clause.
- 20.3.4 To treat all Information as Confidential Information.
- 20.3.5 The successful bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets, and



processes of C-DAC relating to its business practices in connection with the performance of services under the GeM Contractor otherwise, is deemed by C-DAC and shall be considered to be confidential and proprietary information (“Confidential Information”), solely of C-DAC and shall not be used/disclosed to anybody in any manner except with the written consent of C-DAC.

20.3.6 The successful bidder shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by C-DAC. The Confidential Information will be safeguarded and the successful bidder will take all necessary action to protect it against misuse, loss, destruction, alterations, or deletions thereof.

- 20.4 **CONFLICT OF INTEREST:** The successful bidder shall disclose to C-DAC in writing, all actual and potential conflicts of interest that exist, arise, or may arise in the course of performing the works as soon as practical after it becomes aware of that conflict. The successful bidder 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 C-DAC. Successful Bidder and its employees, agents, advisors and any other person associated with the successful bidder 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 C-DAC or any other interests during this tender process or through operation of the contract/Agreement.
21. **APPLICABLE LAW AND JURISDICTION OF COURT:** The GeM Contract shall be governed in accordance with the Laws of India for the time being enforced and subject to the terms and conditions of the Arbitration and Dispute Resolution, will be subject to the exclusive jurisdiction of Courts at Kolkata (with the exclusion of all other Courts).
22. **FORCE MAJEURE:** Force Majeure is herein defined as any cause, which is beyond the control of The successful bidder or C-DAC as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance, such as:
- 22.1 Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics/pandemics,
  - 22.2 Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
  - 22.3 Terrorist attacks, public unrest in work area, judicial pronouncements in rem,
  - 22.4 Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The successful bidder or C-DAC shall not be liable for delay in performing their obligations resulting from any Force Majeure cause as referred to and/or defined above.
23. **NON-ASSIGNMENT:** The successful bidder shall not be entitled to assign any or all of its rights and or obligations under the GeM Contract to any entity without the prior written consent of C-DAC and the successful bidder shall agree to unconditionally accept the terms and conditions of the contract/Work Order and/or any other directions of C-DAC issued from time to time. C-DAC’s consent is not necessary in case of assignment through merger, amalgamation, etc. provided the new entity agrees to unconditionally accept the terms and conditions of the Work Order/contract/agreement.
24. **SEVERABILITY:** If any provision of the GeM Contract is held to be illegal, invalid, or unenforceable under any Applicable Law, and if the rights or obligations of the Parties under the GeM Contract will not be materially and adversely affected thereby (a) such provision will be fully severable; (b) the Work Order / clauses of agreement / contract will be construed and enforced as if such illegal, invalid, or unenforceable provision had never been comprised a part hereof; and (c) the remaining provisions of the Work Order/contract/agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.
25. **COMPLIANCE WITH LAWS:** The successful bidder shall undertake to observe, adhere to, comply with and notify C-DAC about all laws in force or as are or as made applicable in future, pertaining to or

applicable to them, their business, their employees or their obligations towards them and all purposes of this Contract and shall indemnify, keep indemnified, hold harmless, defend and protect C-DAC and its employees/ officers/staff/personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

- 25.1 There shall be no employee-employer relationship between the deployed manpower and C-DAC.
  - 25.2 This indemnification is only a remedy for C-DAC. The successful bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court-awarded damages and shall exclude indirect, consequential, and incidental damages. However, indemnity would cover damages, losses, or liabilities suffered by C-DAC arising out of claims made by its customers and/or regulatory authorities.
  - 25.3 The successful bidder confirms to C-DAC that it complies with all appropriate laws, rules and regulations of the land and shall undertake to observe, adhere to, comply with, and notify C-DAC about compliance with all laws in force including Information Technology Act 2000, as amended from time to time, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of the Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect C-DAC and its officers / staff / personnel/ representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.
  - 25.4 The successful bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project (as applicable to its scope) or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate C-DAC and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and C-DAC will give notice of any such claim or demand of liability within reasonable time.
26. **LIMITATION OF LIABILITY:** For breach of any obligations mentioned in the Work Order/contract/agreement, in no event the successful bidder shall be liable for damages to C-DAC arising under or in connection with the Contract for an amount exceeding the total project cost/contract value.
- 26.1 The successful bidder will ensure C-DAC's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/C-DAC's related information to the extent of loss caused.
  - 26.2 The limitations shall not apply concerning:
    - 26.2.1 Claims that are the subject of indemnification under Intellectual Property Rights and Ownership.
    - 26.2.2 Damages occasioned by the gross negligence or willful misconduct of the successful bidder.
    - 26.2.3 Damages occasioned by the successful bidder for breach of confidentiality obligations.
    - 26.2.4 Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the successful bidder as per the scope of work as identified in the project.

27. **NOTICE:** Notice or other communications given or required to be given under the contract/agreement shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgment thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on the date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting. The performance related communication shall be in writing and through registered post only and email communication shall not be substitute for the same.
28. **PUBLICITY:** Any publicity by the successful bidder in which the name of C-DAC is to be used shall be done only with the explicit written permission of C-DAC. The successful bidder shall not make or allow making a public announcement or media release about any aspect of the Contract/agreement/work order unless C-DAC first gives its prior written consent.
29. **INDEMNITY CLAUSES:** In consideration of C-DAC, the successful bidder shall agree to accept the Work Order Document/contract/agreement and herein agree and undertake that the successful bidder shall indemnify and keep indemnified C-DAC including its respective Directors, Officers and Employees, from and against any claims, demands, actions, proceedings, damages, recoveries, judgments, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said Work Order document/contract/agreement and any damage caused from and against all suits and other actions that maybe instituted or preferred against C-DAC or which C-DAC may have to bear, pay or suffer directly or indirectly due to omission or commission of any act on his/her part and/or on the part of his/her employees, representatives, agents and/or associates, sub-contractors in performance of the obligations enumerated under the said Work Order document/contract/agreement.
- 29.1 The successful bidder further irrevocably and unconditionally agree and undertake to hold C-DAC harmless, indemnify and keep C-DAC indemnified from any of its following acts and deeds, irrespective of the value, genuineness, or enforceability of the aforesaid Contract/agreement/Work Order or insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of C-DAC or the successful bidder or any other circumstance whatsoever which might otherwise constitute a discharge/termination of the Work Order/contract/agreement:
- 29.2 Material breach of any of the terms of the Work Order/contract/agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty or guaranty or breach of confidentiality etc., by the successful bidder under the GeM Contract;
- 29.3 Infringement of any intellectual property right, patents, trademarks, copyrights, etc., including any claims of infringement of any third-party copyright, patents, or other intellectual property and/or any third-party claims on C-DAC for malfunctioning of the equipment, software, or deliverables or usage of any license, or such other statutory infringement in respect of all components provided to fulfil the scope of work under the GeM Contract;
- 29.4 PROVIDED HOWEVER
- 29.4.1 C-DAC notifies the successful bidder in writing within 90 days of the claim and/or the successful bidder has knowledge of the same and/or reasonably it should be in the notice of the Work Order/contract/agreement will have control of the defence and all related settlement negotiations, however, if C-DAC deems fit and proper may take control of the defence.
- 29.4.2 C-DAC provides to the successful bidder with the assistance, information, and authority reasonably necessary to perform the above, and
30. **ARBITRATION:** Any dispute arising out of or in connection with the contract, including any question regarding its existence, validity or termination, 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.

30.1 The place/seat of the arbitration shall be New Delhi, India. The Tribunal shall consist of one arbitrator. The law governing the arbitration shall be Indian Law. The language of the arbitration shall be English.

31. **CANCELLATION** : C-DAC reserves the right to accept or reject in part or full any or all offers at its sole discretion at any stage without assigning any reason thereof and without any cost or compensation therefor. Any decision of C-DAC in this regard shall be final, conclusive, and binding upon the bidders/successful bidder.

31.1 C-DAC reserves the right to accept or reject any bid, and to cancel the NIT process at any time before the contract is awarded, without thereby incurring any liability to the affected bidder or successful bidder or any obligation to inform the affected bidder or successful bidder of the grounds for C-DAC’s action.

31.2 C-DAC reserves its right to cancel/terminate the GeM Contract in the event of the occurrence of one or more of the following circumstances that are not occasioned due to reasons solely and directly attributable to C-DAC alone:

31.2.1 The successful bidder commits any breach of any of the terms and conditions of the Work Order/contract/agreement.

31.2.2 The successful bidder violates any Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications, etc.

31.2.3 Serious discrepancy in the quality of service of the successful bidder observed during the implementation, rollout, and subsequent maintenance process.

31.2.4 The successful bidder goes into liquidation voluntarily or otherwise.

31.2.5 The progress regarding the implementation of this order by the successful bidder is found to be unsatisfactory.

31.2.6 Non-compliance by the successful bidder of the scope of the work.

31.2.7 On the events of data piracy/privacy/system failures/security failures by the successful bidder.

31.2.8 If deductions on account of liquidated damages exceed more than 10% of the total order price of the relevant Phase.

32. **TERMINATION: The contract is terminable at an early stage with at least 30 (thirty) days clear notice in advance in writing assigning reason/s thereof, if any.** However, under this circumstance, the successful bidder shall continue to provide services, as agreed herein, **till alternate arrangements are made** by C-DAC.

32.1 The contract/agreement may be terminated by giving one month prior notice owing to the following:

32.1.1 **On account of committing breach by the Successful bidder of any of the terms & conditions of the NIT/contract/agreement.**

32.1.2 Cessation and/or Irregularity and/or dereliction of service provided without any justification for more than 07 days in a month.

32.1.3 Substandard quality of manpower supplied without any reason and intimation.

32.1.4 On the expiry of the contract period or extension(s), if any as stated above.

32.1.5 Assigning the contract or any part there of or any benefit or interest therein or there under by Successful bidder to any third person or sub-letting whole or part on the contract to any third person.

32.1.6 On Successful bidder being declared insolvent by competent court of law, becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers or enters into an agreement for the benefit of creditors.

32.2 It shall be the duty of Successful bidder to remove all the persons deployed by him on termination of the contract and ensure that no person creates any disruption / hindrance/ problem of any nature to C-DAC.

- 32.3 **CONSEQUENCES OF TERMINATION:** In the event that C-DAC exercises its right of termination of the contract/agreement under the provisions of the contract/agreement, it shall inform the successful bidder in writing and get confirmation in writing.
- 32.3.1 On such termination, parties shall be obliged to initiate the actions necessary for the purpose of winding up the contract both on its own part, and that of its sub-contracts, if any, and Successful bidder shall cease work on the terminated portion of the contract.
- 32.3.2 Upon termination of the Contract, **Successful bidder will be paid after taking into account amounts previously paid together with the total value of the work completed up to and accepted by C-DAC till the date of termination.** A detailed joint inspection and accounting shall be carried out in the presence of the supervisor of the Successful bidder and a representative of C-DAC in order to ascertain the dues payable. Successful bidder shall refund the amount to C-DAC, if it is received in excess to the completion of work till the date of termination. Upon such payment by C-DAC to Successful bidder or by Successful bidder to C-DAC as applicable, all obligations, duties, and liabilities of each of the parties hereto under the contract shall be forthwith completely discharged except the responsibility/liability of those is noticed/observed/known after termination/expiry.
33. **SURVIVAL:** In the event of termination or expiration of the Contract, then the provisions of the Contract that are intended by their nature to survive such termination or expiration shall survive.

#### **SPECIAL CONDITIONS OF THE CONTRACT**

1. Successful bidder shall be solely responsible for deploying / engaging required number of such personnel for carrying out the services as asked for. For any intent and purpose, the Successful bidder shall be the 'Employer' within the meaning of different Labour Legislations in respect of manpower deployed for contractual services.
2. **There shall not have any claims of Employer and Employee relationship with C-DAC.**
3. They shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc, contractual, Grade Based contractual, regular/confirmed manpower of C-DAC during the currency or after expiry of the contract.
4. **AGE CRITERIA:** All the employees of the successful bidder must be adult (over the age of 18). Maximum Age Limit shall be as per rules applicable.
5. **Each deployed manpower shall be medically fit and should not have any antecedents / police record / criminal cases against them.**
  - 5.1 Only physically fit personnel shall be deployed for duty. Fitness Certificate **issued by any Registered Medical Practitioner** shall be considered. Medical examination may be conducted by the Successful bidder to confirm sound/appropriate physical and mental condition before any of its employees are deployed to C-DAC. C-DAC may, at its absolute discretion, check such documents at any time for compliance of the terms.
  - 5.2 **The antecedents of staff deployed shall be got verified by the Successful bidder from local police authority and an undertaking in this regard shall be submitted to C-DAC by Successful bidder.** While selecting, the Certificates regarding character and antecedents should be obtained from at least one local Councillors/Head of Institution where last attended and/or the place of residence of such selected employees of Successful bidder is situated.
6. The successful bidder's employees must be polite, cordial, and efficient. **The successful bidder will be solely responsible for any unsatisfactory service and/ or rude, unruly behaviour/ act of the successful bidder's manpower and take immediate necessary steps including removal of its concerned employee from C-DAC.** C-DAC shall, in no way, be responsible for settlement of such issues whatsoever. Smoking, drinking alcohol and loitering during working hours are not allowed within the office premises.
7. **All employees of the Successful bidder engaged at C-DAC Centre shall sign a non-disclosure agreement separately and individually with C-DAC as a part of Intellectual property rights.**

8. **LEAVES:** The Successful bidder will be required to provide leaves to their employees providing Services to C-DAC as per the law applicable to them.
- 8.1 Leave can be availed if applied in writing through the concerned Officer of C-DAC and in advance. However, approval of leave will be sanctioned by the successful bidder based on the written recommendation of C-DAC.
- 8.2 **Consecutive absence of any deployed personnel/employee of Successful bidder for 05 days or more in a week shall be intimated to C-DAC in writing with a confirmed replacement.** Failure to comply this clause shall attract imposing of penalty.
- 8.3 In case of exigencies, the successful bidder shall provide uninterrupted services with the deployment of suitable number of manpower as per terms and conditions and the scope of work.
9. **No cessation/ dereliction/ slowdown in daily performance/ unavailability of service by the successful bidder shall be entertained.** Under the circumstances, C-DAC shall be at liberty to obtain required services from any other organization at the cost and risk of the successful bidder.
- 9.1 On intimation from C-DAC in writing, any/all its employees deployed at C-DAC should be removed by the successful bidder within 07 working days.
- 9.2 Upon end of the contract with C-DAC, the successful bidder will remove all its employees from the premises of C-DAC or any of its project sites. Their inability to do so will attract penalty and such other measures as admissible under law.
10. **ATTENDANCE:** The Successful bidder shall arrange **bio-metric attendance capturing device** to install at the premises of C-DAC Centre. Monthly attendance sheet/ report received through that device shall be submitted to C-DAC along with the bill/ Invoice (details given in the Payment section).
11. **WORKING HOURS:** Normally 8:30 hours per working day including 30 minutes' lunch break in between, for each manpower deployed.
- 11.1 Suitable working time period shall be decided soon after the initiation of the job as per the contract on discussion with Successful bidder and C-DAC which solely depends on the project requirement.
- 11.2 However, in exigencies of work, successful bidder has to provide services beyond office hours and also on Saturday, Sunday and other Gazetted Holidays.
- 11.3 C-DAC reserves the right to change the schedule of duty hours / number of shifts, as per the requirement of the project(s).
12. **SUCCESSFUL BIDDER'S RESPONSIBILITIES:**
- 12.1 **C-DAC shall intimate the requirement of manpower services in a mutually agreed format, stating details like experience, educational/academic qualifications, skill sets, job description, etc.**
- 12.1.1 The successful bidder shall send at least 03 profiles of its employees in accordance with the requirement specification sent by C-DAC within 07 days of receipt of the requirement in writing.
- 12.1.2 If the successful bidder is unable to send the profiles within 07 days, a penalty of @0.5% of the billing amount for this service shall be levied beyond 7 days up to the 17<sup>th</sup> day. Beyond this period, the inability of the successful bidder shall be construed as an instance of breach of contract.
- 12.1.3 However, C-DAC may, at its discretion, waive the penalty, if the delay is due to reasons beyond the control of the successful bidder.
- 12.2 On receipt of the profiles from the successful bidder, C-DAC shall assess the profiles and issue orders for deployment of the Successful bidder's suitable employee(s).
- 12.2.1 The deployment shall be completed by the successful bidder within 07 days of receipt of the order from C-DAC.
- 12.2.2 Delay in deployment shall be treated in a similar way as delay in submission of profiles stated in the preceding paragraph.
- 12.3 If the employee(s) of the successful bidder are required to undertake any official tour in the interest of C-DAC's projects or any other official requirement, C-DAC shall inform such

requirement to the Successful bidder along with a schedule of allowable expenditure limit during such tour.

- 12.3.1 The expenditure will be incurred by the successful bidder / its employee(s) and then reimbursement as per allowable rules will be claimed from C-DAC by the successful bidder.
- 12.4 Successful bidder to meet any transportation, food, medical and any other requirement of its manpower for carrying out the contract works. C-DAC shall have no liability in this regard at any stage.
- 12.5 All liabilities arising out of accident or death while on duty shall be borne by the Successful bidder.
- 12.6 **Successful bidder shall solely be responsible for deploying/ engaging/ terminating such deployed manpower for carrying out the services.** For any intent and purpose, the Successful bidder shall be the 'Employer' within the meaning of different Labour Legislations in respect of manpower deployed for contractual services.
- (i) In case of termination of the contract also, the persons deployed by Successful bidder shall not be entitled to or and shall not have any claim for absorption or relaxation for absorption in the regular/any other capacity in C-DAC.
- (ii) **The Successful bidder should make the above known, in writing, to the manpower of the Successful bidder and take declaration from such deployed manpower.**
- (iii) **It shall be the duty of the Successful bidder to remove any and/or all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature to C-DAC under any circumstances.**
- (iv) The Successful bidder shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed for the preservation of peace and protection of persons and property of C-DAC.
- 12.7 Successful bidder shall be responsible for fulfilling all his obligations towards the persons deployed under the various legal provisions, as applicable and amended from time to time.
- (i) Successful bidder shall maintain all the records prescribed under the related labour regulations and furnish these for inspection when demanded by C-DAC or the concerned Central/ State Govt/ Judicial Authorities, as the case may be.
- (ii) The Successful bidder will be required to submit details of their manpower deployed like photograph, name, father's name, address, contact number, educational qualifications and experience of the manpower engaged by him to C-DAC at the time of commencement of the contract. Any replacement of staff by the Successful bidder should be immediately informed to C-DAC.
- 12.8 Successful bidder shall be solely responsible for redressal of grievances/ resolution of disputes relating to the manpower deployed.
- 12.9 Notwithstanding anything, **the Successful bidder shall be solely responsible for supervision and control of its employees deployed at or for C-DAC.**
- 12.9.1 **Identity proof must be provided by the Successful bidder for his employees.** The Successful bidder shall provide Employment cards/Identity cards to the manpower deployed at C-DAC carrying the photograph of the personnel, personal information, deployment details etc which clearly establishes that they are employees of the Successful bidder under proviso of Rule 76 of Contract Labour (Regulation & Abolition) Central Rules 1971.
- 12.9.2 The Successful bidder shall pay salary as defined by **C-DAC and statutory benefit thereof such as EPF and ESI and Bonus as applicable.** The Successful bidder shall maintain proper record as required under the law/ acts. But this will be reimbursed only on submission of proper documents of payment made to their employee(s) deployed at C-DAC.

- 12.9.3 Successful bidder shall, on demand, furnish copies of wage register, Muster roll etc., to the Office of C-DAC, for having paid all the dues to the persons deployed by Successful bidder for the work and also statutory dues as applicable. **This obligation is imposed on Successful bidder to ensure that he is fulfilling his commitments towards his employees, deployed at C-DAC, under prevailing Labour Laws.**
- 12.9.4 There shall not be any payment directly to such deployed personnel of the Successful bidder for any purpose including reimbursement of travel, communication etc. However, if the Successful bidder reimburses or makes payment of, with the written advice of C-DAC, any amount in relation to carrying out the contract works by deployed personnel at C-DAC, such amount may be claimed from bill(s) of succeeding month.
- 12.9.5 In case, the person employed by the Successful bidder commits any act of omission/commission that amounts to misconduct/Indiscipline/incompetence and security risks, the successful bidder will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by C-DAC, within 2 days of being brought to their notice.
- 12.9.6 The Successful bidder shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.

**C-DAC'S RESPONSIBILITIES:**

- 12.9.7 C-DAC shall not provide any residential accommodation, food, transportation and medical services for the employees deployed by the Successful bidder. These are the sole responsibilities of the Successful bidder. Cooking of food and staying there by the employees inside the office premises is also strictly prohibited.
- 12.9.8 C-DAC shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by Successful bidder during the course of their execution of services, or for payment towards any compensation.
- 12.9.9 C-DAC may verify whether employees deployed by them are being paid with proper wages and its benefits.
- 12.9.10 C-DAC shall reimburse the service charges, salary and other charges of the employees of the Successful bidder deployed at C-DAC as agreed to in writing within 10 working days of submission of bill provided all documents in support as per requirement of C-DAC are submitted along with the bill.



To be submitted on Letter Head of the Bidder

**TECHNICAL COMPLIANCE SHEET**

| Eligibility of Bidder |   |         |                                  |
|-----------------------|---|---------|----------------------------------|
| SI No                 | Description   | Yes/ No | Attested copy attached (Yes/ No) |
| 1.                    | Should have registered office at Jaipur, Rajasthan or Rajasthan GST no. for last 05 years   |         |                                  |
| 2.                    | Should have expert manpower in agriculture or water related domains and expertise in survey and field data collection and training of users.                          |         |                                  |
| 3.                    | Should have executed at least one Govt./PSU project.  |         |                                  |
| 4.                    | Should have capacity to start the work within 7-10 days of confirmed order  |         |                                  |
| 5.                    | Should be able to provide 22 numbers of field staff to work with the farmers of Rajasthan at village level as listed in the Table of Annexure-VII.                    |         |                                  |
| 6.                    | Should be able to organize training programs for all the farmers in groups at least four times.   |         |                                  |
| 7.                    | Should have resources for Agronomy and irrigation/nutrient related Consultancy service to develop the Advisory Mobile App as depicted in Annexure-VIII                |         |                                  |
| 8.                    | Should provide financial bid as per the format in Annexure-IX   |         |                                  |
| 9.                    | Should be registered under Companies Act, 1956 or Partnership Act, 1932   |         |                                  |
| 10.                   | Should have registration with ESI   |         |                                  |
| 11.                   | Should have registration with EPFO  |         |                                  |
| 12.                   | Should have registration with PAN   |         |                                  |
| 13.                   | Should have registration with GST in Rajasthan region   |         |                                  |
| 14.                   | Should have registration with Income Tax Dept.  |         |                                  |
| 15.                   | Should have the average annual financial turnover of the bidder during the last 03 (Three) financial years ending 31st March, 2024 should be a minimum of Rs. 2 crore |         |                                  |

|     |   |  |  |
|-----|---|--|--|
|     | (Rupees Two Core only) in the business of manpower providing services.  |  |  |
| 16. | the bidder shall submit duly notarized copy of Audited Annual Financial Reports/ Balance Sheet and Profit & Loss account for last 03 (three) financial years ending 31st March 2024.  |  |  |
| 17. | should submit Solvency certificate from Nationalized/ Commercial bank and that should not be older than six months from the date of publishing of this bid and the valuation of the certificate should be more than the bid value |  |  |
| 18. | Declaration for not having been blacklisted by any State Government, Government of India or any competent authority as per the format of this tender document.  |  |  |

(Please attach separate sheet if space provided is insufficient.)

\_\_\_\_\_  
Signature:  
[With Rubber Stamp of the Tenderer]

Date: \_\_\_\_\_

To be submitted on Letter Head of the Bidder

LIST OF 03 (THREE) SIMILAR SERVICES DURING THE LAST 03 (THREE) YEARS OF GOVT./GOVT.  
UNDERTAKING/AUTONOMOUS BODY/INSTITUTION OF REPUTE  
(Attested copies of work orders may also be attached.)

| SI No | Details of client                                | Amount of Contract<br>(in Rs. lacs) | Duration of Contract |    |
|-------|--|-------------------------------------|----------------------|----|
|       | Name with Full address and phone & Fax number(s) |                                     | From                 | To |
| 1.    |  |                                     |                      |    |
| 2.    |  |                                     |                      |    |
| 3.    |  |                                     |                      |    |

(if the space provided is insufficient, a separate sheet may be attached)

Signature: \_\_\_\_\_  
[With Rubber Stamp of the Bidder]

Date: \_\_\_\_\_

To be submitted on Letter Head of the Bidder

**DECLARATION SUBMITTED BY THE BIDDER**

In response to the Tender Terms and condition for “ \_\_\_\_\_ ”  
vide GeM Bid No: \_\_\_\_\_ Dated: \_\_\_\_\_,  
I/We have inspected the place of work and have made myself/ourselves fully acquainted with local conditions in and around the place of work.

1. I/We promise to abide by the stipulations and all terms and conditions mentioned in the GeM Bid documents and carry out and complete the work mentioned in the Scope of Work to the satisfaction of C-DAC.
2. I/ We hereby declare that presently our Company/ firm \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.
3. I/We further declare that presently our Company/ firm \_\_\_\_\_ is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body / Competent Authority on the date of Bid Submission including violation of relevant labour laws.
4. I/We further declare that we do not have any animosity/hostile interest against C-DAC.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be barred from bidding in future against any other tender.

Signature: \_\_\_\_\_  
[With Rubber Stamp of the Bidder]

Date: \_\_\_\_\_

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**  
**(To be submitted on stamp Paper as per the Indian Stamp Act, 1899)**

**(To be sent by the Banker of the successful bidder in hard copies)**

To  
The Purchase Officer  
Centre for Development of Advanced Computing, Kolkata  
Plot - E-2/1, Block-GP, Sector-V, Salt Lake Electronics Complex,  
Work Order han Nagar, Kolkata-700091.

Dear Madam/Sir(s),

1. According to the terms and conditions of GeM Order No: \_\_\_\_\_, dated: \_\_\_\_\_, hereinafter referred to as "Order", M/s \_\_\_\_\_, hereinafter referred to as "Service Provider" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees), has contracted with Centre for Development of Advanced Computing, hereinafter referred to as "C-DAC" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives).
2. Pursuant to the Order, the Service Provider has undertaken to deposit an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the payment towards security deposit against issuance of this Guarantee by \_\_\_\_\_ (name and local address of the bank), hereinafter referred to as "Bank".
3. The Bank hereby irrevocably and unconditionally guarantees and undertakes to indemnify and keep indemnified C-DAC or such other person as may be directed by C-DAC all amounts payable by the Service Provider to the extent of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) and make payment of such amount at any time up to \_\_\_\_\_ subject to the certain terms and conditions as enumerated here below.
  - a) The liability of the Bank is to the extent of an amount not exceeding Rs. \_\_\_\_\_/- [Rupees \_\_\_\_\_]. The Guarantee shall cover all claims or demand of C-DAC to the extent of the amount guaranteed.
  - b) The Bank shall pay an amount not exceeding Rs. \_\_\_\_\_/- to C-DAC on written demand without any previous notice and without any demur, reservation, contest, recourse, protest and/or without any reference to the Service Provider.
  - c) Any such demand made by C-DAC on the Bank shall be absolute, conclusive and binding notwithstanding any difference/dispute/ litigation pending between the Service Provider and C-DAC, before any court, tribunal or any other authority.

Bank shall not be released from this guarantee by any arrangement between C-DAC and the Service Provider or any alteration thereof made with or without the consent of the Bank or by exercise or non-exercise by the C-DAC of all or any of its powers and rights against the Service Provider, or any other forbearance, act of omission on the part of C-DAC or indulgence granted by or on behalf of C-DAC to the Service Provider, which under the law would but for this provision have the effect of releasing the Bank as guarantor from their obligations under this guarantee.
  - d) C-DAC shall have the fullest liberty to exercise any power vested in them or of any right which they might have against the Service Provider, and to exercise at any time, in any manner, and whether to enforce or to forbear or to enforce any covenants, contained or implied in the Order or any other course of remedy or security available to C-DAC.
4. The guarantee herein contained shall not be determined or affected by the winding up or insolvency of the Service Provider, but shall in all respects and for all purposes be binding and operative until all

monies due to C-DAC in respect of all liability or liabilities of the Service Provider are fully paid to the extent of the worth of this guarantee.

- i) This guarantee can be enforced by C-DAC at any time against the Bank, who shall be regarded as principal debtor in the instance notwithstanding any other security or guarantee that may have in relation to the Service Provider's liability.
  - ii) The Guarantee will remain valid till \_\_\_\_\_ and any demand for payment made by C-DAC made on or before this date shall be absolute and binding on the Bank.
  - iii) The guarantee period can be extended to such further period, as may be required and agreed by the Service Provider and C-DAC and the same shall be conveyed to the Bank in writing before the expiry of the aforesaid validity as laid out in Clause 7 herein.
  - iv) This guarantee can be enforced by C-DAC any number of times for their claims or demand to the total extent of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_), till \_\_\_\_\_ or as the validity is extended thereafter at the request of C-DAC made in writing to the Bank.
5. The Bank undertakes not to revoke this bank guarantee under any circumstances without the prior written approval of C-DAC.
6. Any notice of demand for payment may be sent by way of courier or registered post to the local address of the Bank as mentioned above.

Notwithstanding anything contained herein above:

- a. Our liability under this guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)
- b. This Guarantee will remain in force till \_\_\_\_\_.
- c. Unless a claim or demand in writing is made on the bank in terms of this guarantee on or before \_\_\_\_\_ all your rights in the said guarantee shall be forfeited and we shall be discharged from all liabilities there in, irrespective of whether the Guarantee in original is returned or not.

**Note: BG should be sent directly to this office though your BG issuing bank only.**

**NON DISCLOSURE AGREEMENT**  
**(To be submitted on stamp Paper as per the Indian Stamp Act, 1899)**

This Non-Disclosure Agreement is made and executed on \_\_\_\_\_ day of \_\_\_\_\_ 2024, 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 having its one of the Constituent Units at Plot No.- E-2/1, Block-GP, Sector-V, Salt Lake Electronics Complex, Bidhannagar, Kolkata- 700091, West Bengal, India through its authorized signatory, (hereinafter referred to as the “**C-DAC**”), which expression shall, unless repugnant to the context, mean and include its heirs/successors/assignees/agents/representatives etc.

....**PARTY OF THE FIRST PART**

**AND**

\_\_\_\_\_, a Company/ Partnership Firm/ a Society, Registered under \_\_\_\_\_, having its Registered Office at \_\_\_\_\_ hereinafter referred to as the “\_\_\_\_\_” (which expression, shall unless repugnant to the context or meaning thereof shall mean and include his administrators and assigns)

....**PARTY OF THE SECOND PART**

Hereinafter collectively referred as “Parties”, and individually as the “Party” as the case may be.

**WHEREAS:**

- A. C-DAC has after being set up as India’s national initiative for the development of indigenous super computing technology, diversified into other advanced areas of information technology, more particularly in multilingual computing technology, network security, geomatics, artificial intelligence, data ware housing, data mining, real times system and has offered software solutions for sector of health, power, telecom, financial services e-governance for various government agencies and organizations.
- B. “.....” is engaged in .....
- C. Parties are in discussion whereby one Party (“**Disclosing Party**”) would be sharing Confidential Information with the other Party (“**Receiving Party**”) with respect to possible business transaction (“**Proposed Activity**”)

**NOW THEREFORE**, in consideration of the mutual understandings and obligations set forth herein, the Parties agree as follows:

1. The Receiving Party acknowledges and confirms the confidential and sensitive nature of all information, data, documents and material relating to the purpose and objectives of the Proposed Activity and/or of the assets and operations of Disclosing Party’s and/or its affiliates’ businesses, undertakings and establishments: (i) that may be disclosed or made available to the Receiving Party by Disclosing Party or its directors, officers, employees, representatives, advisors, consultants; (ii) the Receiving Party may gain or gather from any source identified by the Disclosing Party during the course of the Permitted Activity; (all the information referred to above is hereinafter referred to as the “**Confidential Information**”).
2. Without limiting the generality of the foregoing, Confidential Information (whether made available in written, verbal, machine recognizable, graphic, sample or electronic form) is understood to include without limitation, non-public commercial, technical or financial information, trade secrets, know-how, patent and ancillary information and other proprietary information, content, audios, videos, audio-visual content (including any conversions, transcodes, etc.), files, articles, literature,

- writings, documents, manuals, images, illustrations, drawings, photographs, sketches, models, design or performance specifications, analysis, compilations, studies, research, reviews, investigations, notes, business plans, business and accounting practices and records, business methods, market research, database, business tools, customer/client lists and data, enabling software, applications, source codes, object codes, websites, domain names, business processes, computer programs, processes, procedures, presentations, discussions, dialogues, scripts, creatives, media (planning and buying) plans, rates, ideas, concepts, raw and final content, design, technology, marketing, commercial knowledge, personnel/employee information, third party confidential information, information communicated or obtained through discussion, documents, negotiation and/or meeting between the Parties, any information or materials to which it gains access, directly and/or indirectly regardless of the form, format, mode or media.
3. Provided, however, that Confidential Information shall not include information which: (i) is, or becomes, publicly known, otherwise than through a wrongful act of the Receiving Party or its representatives; (ii) is in the possession of the Receiving Party prior to receipt from Disclosing Party or its representatives without an obligation of confidentiality; (iii) is independently developed by the Receiving Party, provided that it was not derived from the Confidential Information; (iv) is approved in writing by Disclosing Party for disclosure; v) is received by the Receiving party from a source not bound to the Disclosing Party or any of its affiliate by obligations of confidentiality.
  4. The Receiving Party shall not disclose the Confidential Information to any other person save and except with the express consent in writing given by Disclosing Party except that the Receiving Party might share the Confidential Information to its employees/third parties providing support only for the Proposed Activity on a need to know basis. The Receiving Party, however, may disclose such part of the Confidential Information where: (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement provided that the Receiving Party has given prior written notice to Disclosing Party forthwith it came to learn about such order, if permitted by law; or (ii) such disclosure is otherwise required by law, provided that the Receiving Party has given prior written notice to Disclosing Party, if permitted by law, forthwith it came to learn about such disclosure requirement or the demand for such disclosure and made all reasonable efforts to protect the Confidential Information in connection with such disclosure.
  5. The Receiving Party shall with reference to the Confidential Information take all actions as may be necessary to: (i) maintain the confidentiality thereof; (ii) limit its use of such Confidential Information solely for the purpose of the Proposed Activity; (iii) avoid disclosure even to any of its employees that are not associated with the Proposed Activity except as stated in this agreement; (iv) avoid any dissemination or publication by any of its employees/representatives associated with the Proposed Activity; and (v) safeguard the Confidential Information from being accessed, modified and/or exploited in any manner by any unauthorized person (vi) if the Proposed Activity consists of creation of any product using the Confidential Information which is to be shared with any other person, then such product shall be shared only after prior written approval of the Disclosing Party. Such actions shall include but not be limited to maintaining appropriate non-disclosure undertakings from its employees, third party Successful bidder/vendor providing support directly or indirectly engaged in the Proposed Activity.
  6. Receiving Party may use Disclosing Party's Confidential Information in combination with other data for statistical or analytical purposes provided that such Confidential Information shall not be shared with any third party without prior written consent of the Disclosing Party.
  7. In no event shall Disclosing party be liable for consequential, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.) even if the Party has been advised of their possible existence.
  8. No license from either Party hereto is hereby granted or implied, by estoppels or otherwise, under any trademarks, copyrights, patents (existing or future) or for any use of Confidential Information except such use which is expressly contemplated by this Agreement.
  9. Each Discloser warrants that it has right to disclose the Confidential Information.
  - 10.



11. Nothing in this Agreement is intended to grant any rights to either party under any patents, copyrights, trademarks and designs of either Party nor shall this Agreement grant Receiving Party any right in or to the Confidential Information except as expressly set forth herein. No license grant or intellectual property rights are provided under this Agreement and all intellectual property rights are owned by the Disclosing Party.
12. The Receiving Party and its representatives acknowledge that neither Disclosing Party nor any of its representatives make any express or implied representation or warranty as to the accuracy or completeness of the information supplied. In addition, neither Disclosing Party nor any of its representatives shall have any liability to the Receiving Party or any other person in connection with the use of the information.
13. The Receiving Party hereby agrees to indemnify and hold harmless Disclosing Party, its parent, affiliates, subsidiaries, associates and group entities and their respective directors, officers, employees and representatives from and against any direct damage, loss, cost or liability (including all expenses and costs of enforcing rights under the Agreement) arising out of or resulting from: (i) any use or disclosure by the Receiving Party of Confidential Information in violation of the Agreement; (ii) any leakage of the Confidential Information at the end of the Receiving Party or its employees and/or its representatives; and/or (iii) breach or violation of any of the other covenants herein.
14. The Receiving Party will, within reasonable time upon the receipt of written request from the Disclosing Party, deliver to Disclosing Party, the documents comprising the Confidential Information or any part thereof and will destroy any copies, notes, or extracts thereof, retaining only one copy for archival purpose thereof, except that any portion of the Confidential Information that consists of analysis and any written Confidential Information not requested for destruction and returned, shall be retained and kept by the Receiving Party subject to the terms of this Agreement, or upon Disclosing Party's written request be destroyed.
15. The obligation to maintain confidentiality of Disclosing Party's Confidential Information shall survive the termination of this Agreement for a period of \_\_\_\_ year. The agreements, obligations, warranties and undertakings on the Receiving Party's part set out in this Agreement will continue in full force for a period of \_\_\_\_ year from the Execution Date of this Agreement.
16. The provisions of this Agreement are necessary for the protection of the business and goodwill of Disclosing Party and are considered by the Receiving Party to be reasonable for such purpose. The Receiving Party hereby acknowledges that breach of this Agreement, unauthorized disclosure or use of Confidential Information will cause irreparable harm, significant injury and substantial damages to Disclosing Party that may be difficult to ascertain. Accordingly, the Receiving Party agrees that in addition to other remedies that may be available to Disclosing Party under law and/or in equity and/or under this Agreement, Disclosing Party shall have the right to seek and obtain immediate injunctive relief to enforce an obligation under this Agreement.
17. The Receiving Party hereby represents, warrants and undertakes that in performing its obligations or exercising its rights etc. under this Agreement, the Receiving Party and its employees shall abide with all applicable laws.
18. This Agreement shall be governed by the laws of India. Any dispute, difference or claim related to or arising under, out of or in connection with this Agreement shall be first place, in good faith, resolved amicably.
19. If the dispute is not resolved within 30 days after such dispute arises, 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. The decision of the Arbitrator shall be final and binding on both the parties. The dispute shall be resolved by the Court at Kolkata, if the same is beyond the ambit of Arbitration.

20. The obligations and duties imposed by this Agreement regarding Confidential Information may be enforced by the Discloser of such Confidential information against any and all recipients of such Confidential Information. The receiving Party is liable and responsible for breach of the terms of this Agreement by any of its Affiliates, employees and representatives.

In witness thereof this Non-Disclosure Agreement is Signed, sealed and delivered under the hands of the authorized representatives of both the parties, in duplicate constituting both copies original, hereto on the date first written herein above.

**For and on behalf of C-DAC,**

**For and on behalf of \_\_\_\_\_**

Authorized Signatory

Authorized Signatory

Name

Name

Designation

Designation

Date

Date

**WITNESSES**

Signature

Signature

Name

Name

Designation

Designation

**INTEGRITY PACT**

**(To be executed on plain paper and applicable for all tenders of value above Rs.1 Crore)**

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, through one of its constituent units situated at Plot - E2/1, Block-GP, Sector-V, Salt Lake Electronics Complex, Kolkata - 700 091, hereinafter referred to as “**CDAC**”, 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**

M/s ..... (Name of the successful bidder), having its registered office at ..... hereinafter referred to as “The Successful bidder”, 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 Successful bidder are collectively referred to as “the Parties”.

**Preamble**

- C-DAC intends to award, under laid down organizational procedures, contract/s for ----- (“the Contract”).
- C-DAC 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 Successful bidders.
- C-DAC 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.
- C-DAC also intends that Successful bidder should abstain from bribing or indulging in any corrupt practices to secure the contract by assuring them that their competitors will also abstain from bribing and other corrupt practices and the Successful bidder shall commit to preventing corruption, in any form, by its officials by following transparent procedures.

To achieve these goals, C-DAC, by way of this Integrity Pact (“The Pact”) C-DAC has appointed the following “Independent External Monitor (IEM)” who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above:

- 1) Mr. M. Peter Johnson  
Door No: 2-2-647/211  
Tirumala Narayanadri Apartments, Flat No GA Central Excise Colony, BAG Amerpet,  
Hyderabad- 500013  
Mob: 9958727979;  
Email: [jhonsonmp1961@gmail.com](mailto:jhonsonmp1961@gmail.com)
- 2) Mr. Vijay Kumar Singh  
House No: 25, Police Housing Cooperative Society, Kerwa Dam Road,  
Bhopal- 462044  
Mob: 8989161940;  
Email: vijaykumarsingh@hotmail.com

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

**Section 1: Commitments of the C-DAC**

- 1) C-DAC commits itself to take all measures necessary to prevent corruption and to observe the following:-
  - a) No employee of the C-DAC, 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 which he/she is not legally entitled to.
  - b) C-DAC will, during the tender process treat all bidders with equity and reason. C-DAC will in particular, before and during the tender process, provide to all bidders the same information and will not provide to any bidder additional/confidential information through which the bidder could obtain an advantage in relation to the tender process or the contract execution.
  - c) C-DAC will exclude from the process all known prejudiced persons.
- 2) If C-DAC 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, C-DAC will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case while such enquiry is being conducted by C-DAC, the proceedings under the contract shall not be stalled.

**Section 2: Commitments of the bidder**

- 1) The bidder 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 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 advantages, commission, fees, brokerage or inducement to any official of C-DAC, 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 will not, directly or through any other person or firm, offer, promise or give to any of C-DAC'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 C-DAC, 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 will not enter into any contract/agreement or understanding with other bidders in connection with the contract/agreement/Work Order, including but not limited to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - d) The bidder will not commit any offence under the relevant provisions of Anti-Corruption Laws of India/Indian Penal Code, 1860, Information and Technology Act, 2000, Competition law or any other relevant laws, enactments, rules and regulations. Further the bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by C-DAC as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The bidder also undertakes to exercise due and adequate care of any such information so divulged.
  - e) The bidder further confirms and declares to C-DAC that the bidder is the original manufacturer / integrator / authorised government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to C-DAC or any of its functionaries, whether officially or unofficially to the award of the contract to the bidder, 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 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 of foreign origin shall disclose the name and address of agents and representatives in India related to this tender. Similarly, the bidder of Indian nationality shall furnish the name and address of their foreign principals or associates, if any, related to this tender.
  - h) The bidder shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
  - i) If the bidder or any employee of the bidder or any person acting on behalf of the bidder, either directly or indirectly, is a relative of any of the officers of C-DAC, or alternatively, if any relative of an officer of C-DAC has financial interest / stake in the bidder's firm, proprietorship, company, etc. the same shall be disclosed by the bidder at the time of filing of tender/NIT. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 2013.
  - j) The bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of C-DAC.
  - k) The bidder 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 contract/Work Order which may be negotiated or executed with C-DAC. Bidder and its employees, agents, advisors and any other person associated with the bidder 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 C-DAC or any other interests during this tender process or through operation of the contract/Work Order.
  - l) The bidder who has 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 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) C-DAC is entitled to disqualify the bidder from the tender process or to terminate the Contract, if already signed, for such reason.
  - b) C-DAC is entitled to exclude the bidder from participating in future contracts/tenders. The imposition and duration of the exclusion will be determined by C-DAC 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 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 C-DAC.
- 3) The bidder accepts and undertakes to respect and uphold C-DAC'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 can prove that he has restored the damage caused by him and has installed a suitable corruption prevention system, C-DAC may revoke the aforesaid disqualification/exclusion prematurely.

**Section 4: Compensation for Damages**

- 1) Without prejudice to any rights that may be available to C-DAC under any law or the contract or its laid down policies and procedures, C-DAC shall have the following rights in case of breach of this Pact by the bidder:

- a) To forfeit the Earnest Money/performance Security if the bidder is disqualified from the tender process prior to the award in terms of Section 3;
- b) To forfeit/invoke the Security Deposit/ Performance Bank Guarantee if C-DAC has either terminated or is entitled to terminate the Contract of the Successful bidder in terms of Section 3.
- c) To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the Successful bidder.
- d) To immediately cancel the contract, if already signed, without giving any compensation to the Successful bidder. The Successful bidder shall be liable to pay the compensation for any loss or damage to C-DAC resulting from such cancellation / rescission and C-DAC shall be entitled to deduct the amount so payable from the amount due to the Successful bidder.
- e) To recover all sums already paid by C-DAC, with interest at \_\_% @ p.a. if any outstanding payment is due to the Successful bidder from C-DAC in connection with any other contract, such outstanding payment could also be set off to recover the aforesaid sum and interest.
- f) To recover all sums paid in violation of this Pact by the Successful bidder 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) C-DAC will enter into Pacts on identical terms with all bidders.
- 2) The bidders assure to procure from all their subcontractors an undertaking for the adoption of this Pact. The bidder 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) C-DAC 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) C-DAC 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' alongwith a declaration of 'Absence of Conflict of Interest'. In case of any conflict of interest arises at a later date, the IEM shall inform C-DAC 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 C-DAC. 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 Successful bidder accepts that the IEM has the right to access, without restriction, all Project documentation available with C-DAC including the documents/ records/ information provided by the Successful bidder. The Successful bidder 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 Successful bidder/Contractor/ Subcontractor with confidentiality.
- 4) C-DAC 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 C-DAC and the Successful bidder. 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 C-DAC and request C-DAC 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 Successful bidder to present his case before making its recommendations to C-DAC.
- 6) The IEM is expected to tender their recommendation on all the complaints within 30 days of their receipt, to C-DAC. Further, should the occasion arise, the IEM may submit proposals for correcting problematic situations.
- 7) If the IEM has reported to C-DAC a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India/Indian Penal Code, 1860, or any other relevant laws and the competent authority/authorised person of C-DAC 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 Successful bidder 12 months after the last payment under the respective contract, and for all other bidders 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 competent authority/authorised person of C-DAC.

**Section 9: Other provisions**

- 1) This Pact is subject to Indian Laws. Place of performance and jurisdiction is the Registered Office of C-DAC, 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 bidder 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. C-DAC or its agencies shall be entitled to examine all the documents including the Books of Accounts of the bidder and bidder 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.

The Parties here by sign this Integrity Pact, in duplicate constituting both copies original, on the date and place mentioned above.

**On behalf of C-DAC**

Signature:  
Name:  
Place:  
Date:

Witness:  
Signature:  
Name:  
Place:  
Date:

**On behalf of Bidder**

Signature  
Name:  
Place:  
Date:

Witness:  
Signature  
Name:  
Place:  
Date:

TO BE SUBMITTED ON THE LETTERHEAD OF THE BIDDER

**NO RELATIONSHIP CERTIFICATE**

This certificate is issued to affirm that we, M/s \_\_\_\_\_, participating in the tender process for \_\_\_\_\_ (specify the goods/services being procured) under tender No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Centre for Development of Advanced Computing (C-DAC), Kolkata, hereby declare that there exists no relationship, whether direct or indirect, between any of our employees and any employee of the procuring organization, namely C-DAC, Kolkata.

We understand and acknowledge that in the event of any such relationship being discovered at any stage during the tender process or subsequent contract execution, we shall accept full responsibility for such findings.

Furthermore, we undertake that we are liable to be blacklisted by the procuring organization, and the Earnest Money Deposit (EMD) and Performance Bank Guarantee (PBG) submitted by us will be forfeited by C-DAC Kolkata without any recourse.

This declaration is made in good faith and with full awareness of the consequences of providing false information.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Authorized Signatory  
(Signature of the Bidder with Official Seal)**



ANNEXURE - VIII

Locations and farmers count across districts of Rajasthan

| Sl. No.                             | District      | Block          | Area in Sq. Km | No. of GPs | Farmers Category1 | Farmers Category2 |
|-------------------------------------|---------------|----------------|----------------|------------|-------------------|-------------------|
| <b>Jaipur Div.</b>                  |               |                |                |            |                   |                   |
| 1                                   | Ajmer         | Peesangan      | 649.35         | 24         | 500               | 200               |
| 2                                   | Dausa         | Bandikui       | 247.45         | 26         | 250               |                   |
| 3                                   |               | Dausa          | 468.59         | 32         | 250               |                   |
| 4                                   | Jaipur        | Amber          | 414.04         | 25         | 250               | 200               |
| 5                                   |               | Govindgarh     | 664.58         | 49         | 250               | 200               |
| <b>Bharatpur Div.</b>               |               |                |                |            |                   |                   |
| 6                                   | Alwar         | Rajgarh        | 1034.21        | 34         | 500               |                   |
| 7                                   | Dhaulpur      | Dhaulpur       | 513.13         | 35         | 250               |                   |
| 8                                   |               | Saipu          | 312.38         | 39         | 250               |                   |
| 9                                   | Karauli       | Hindaun        | 407.58         | 39         | 500               |                   |
| 10                                  | S. Madhopur   | Khandar        | 145.38         | 32         | 250               |                   |
| 11                                  |               | Sawai Madhopur | 756.74         | 37         | 250               |                   |
| <b>Bhilwara &amp; Udaipur Div.</b>  |               |                |                |            |                   |                   |
| 12                                  | Bhilwara      | Shahpura       | 1071.16        | 39         | 250               |                   |
| 13                                  | Chittaurgarh  | Chittaurgarh   | 811.5          | 40         | 500               |                   |
| 14                                  | Rajsamand     | Rajsamand      | 626.81         | 33         | 250               |                   |
| <b>Kota Div.</b>                    |               |                |                |            |                   |                   |
| 15                                  | Baran         | Atru           | 860.3          | 25         | 250               |                   |
| 16                                  |               | Baran          | 626.21         | 26         | 250               |                   |
| 17                                  | Jhalawar      | Khanpur        | 949.7          | 38         | 500               |                   |
| 18                                  | Kota          | Sangod         | 1057.8         | 36         | 250               |                   |
| <b>Sikar Div.</b>                   |               |                |                |            |                   |                   |
| 19                                  | Jhunjhunu/NKT | Khetri         | 819.44         | 44         | 250               |                   |
| 20                                  | Sikar/NKT     | Neem Ka Thana  | 544.33         | 33         | 250               |                   |
| <b>Ganganagar &amp; Bikaner Div</b> |               |                |                |            |                   |                   |
| 21                                  | Hanumangarh   | Hanumangarh    | 1112.38        | 41         | 500               | 300               |
| 22                                  | Jaisalmer     | Jaisalmer      | 3202.13        | 25         | 250               |                   |
|                                     |               |                | <b>Total</b>   | <b>752</b> | <b>7000</b>       | <b>900</b>        |

ANNEXURE - IX

**Agronomy and irrigation/nutrient related Consultancy service to be provided  
to develop the Advisory Mobile App**

| Sl. No. | Description  | Documentary Evidences Attached (Yes/No) | Type/ Name of Document attached |
|---------|--|---|---------------------------------|
| 1.      | Domain Knowledge (Agronomy):<br>Theory, formula, and other relevant information for irrigation and nutrient practices - To develop the decision support system for the advisories. |   |                                 |
| 2.      | Weather, plant, and soil historical data of the target areas as given in Annexure – VII  |   |                                 |
| 3.      | Validation of the developed mobile apps  |   |                                 |
| 4.      | Crop-wise KC (crop coefficient) data for all the listed crops with growing stages  |   |                                 |
| 5.      | Crop-wise nutrient and irrigation requirement data for all the listed crops in their entire life cycle   |   |                                 |
| 6.      | Review of the performance of the app once it is deployed and corrective measures thereof   |   |                                 |
| 7.      | Any other information/ knowledge related to the success of this pilot project of Rajasthan   |   |                                 |

Financial Bid Format

(Shall be submitted with the Financial Bid only: NOT in TECHNICAL BID)

Part –A (Compulsory)

| Heads  | Quantity | Required for #Months | Amount per month (in Rs.) | Total (in Rs.) |
|--|----------|----------------------|---------------------------|----------------|
| <b>Field Manpower (A)</b>  |          |                      |                           |                |
| Field manpower salary including all necessary allowances/charges. (**) | 22       | 12                   |                           |                |
| <b>Sub-Total (A) =</b>   |          |                      |                           |                |
| <b>Organizing Training (B)</b>   |          |                      |                           |                |
| Organizing training 4 times for the selected farmers.                  | 4        | --                   |                           |                |
| <b>Sub-Total (B) =</b>   |          |                      |                           |                |
| <b>Consultancy (C)</b>   |          |                      |                           |                |
| Agronomist Consultancy   | 1        | 12                   |                           |                |
| <b>Sub-Total (C) =</b>   |          |                      |                           |                |
| <b>Any other Charges (D)</b>   |          |                      |                           |                |
| (A)  |          |                      |                           |                |
| (B)  |          |                      |                           |                |
| (C)  |          |                      |                           |                |
| (D)  |          |                      |                           |                |
| <b>Sub-Total (D) =</b>   |          |                      |                           |                |
| <b>Total(A+B+C+D) =</b>  |          |                      |                           |                |
| <b>Total (including applicable taxes)</b>                              |          |                      |                           |                |

**\*\* The quantity of the “Field manpower salary including all necessary allowances/charges” under “Field Manpower (A)” may change. Accordingly, the total nos. of farmers may change for “Farmers Category1 ” as referred to in Annexure-I**

Part –B (Optional for C-DAC)

| Heads  | Quantity | Required for #Months | Amount per month (in Rs.) | Total (in Rs.) |
|--|----------|----------------------|---------------------------|----------------|
| <b>PMU Setup (Optional)</b>  |          |                      |                           |                |
| Office rent including charges for electricity, water, internet (Wi-Fi and LAN), etc. | 1        | 12                   |                           |                |
| <b>Total =</b>   |          |                      |                           |                |
| <b>Total (including applicable taxes)</b>  |          |                      |                           |                |

**N.B:**

1. If Part-B is taken into consideration L1 will be consider based on Part-A and Part-B both.
2. If Part-B is not taken into consideration L1 will be consider based on Part-A only.