

CORRIGENDUM –II

RFP No: C-DAC/ES/DLI/01/2023-24

RFP FOR SELECTION OF AGENCY TO CONDUCT FINANCIAL VERIFICATION OF APPLICATIONS RECEIVED UNDER DESIGN LINKED INCENTIVE (DLI) SCHEME FOR A PERIOD OF 5 YEARS

I. The following corrigendum are issued to the subject RFP;

A. The amendments are done under “[Section 7: Pre-Qualification Criteria Table](#)” as follows;

Section 7: Pre-Qualification Criteria Table

S. No.	Criteria-Existing	Criteria -Amended	Documentary proof to be submitted-Existing	Documentary proof to be submitted-Amended
3	Should have average annual turnover of at least Rs. 10 Crores in the last three (3) preceding financial years (FY 19-20, 20-21, 21-22)	Should have average annual turnover of at least Rs. 10 Crores in the last three (3) preceding financial years (FY 19-20, 20-21 & 21-22) or (FY 20-21, 21-22 & 22-23)	CA Certificate indicating average annual turnover details (or) Audited Balance Sheet and Profit and Loss Account of last three years	CA Certificate indicating average annual turnover details (or) Audited Balance Sheet and Profit and Loss Account of last three years
4	Should have been actively engaged on Project Appraisal activities including Financial verification activities similar to subject scope of work with Central/State Government Ministries/Departments.	Should have been actively engaged on Project Appraisal activities including Financial verification activities similar to subject scope of work with Central/State Government Ministries/Departments/PSUs/ Autonomous bodies/Corporations/Section 8	Certificate/ Copy of the work Order/ completion certificate from the concerned Ministry/Department of the Union or the State Govt. or its bodies to that effect needs to be submitted.	Certificate/ Copy of the work Order/ completion certificate from the concerned Ministry/Department of the Union or the State Govt. or its bodies to that effect needs to be submitted. Note: In case of consortium experience, the work order should have the name of consortium partner and contract

		Companies executing Government Schemes during the last 5 Financial Years i.e 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23. Note: In case of consortium contracts, the experience gained by the bidder through consortium arrangement as “partner” shall be considered subject to sufficient documentary proof.		also signed with the respective Government department.
5	Bidder should have executed minimum one similar service contract valuing not less than Rs.2.5 Crore with Central/State Government Ministries/Departments.	Bidder should have executed minimum one similar service contract valuing not less than Rs.2.5 Crore with Central/State Government Ministries/Departments/PSUs/Autonomous bodies/Corporations/Section 8 Companies executing Government Schemes during the last 5 Financial Years i.e 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23. Note: In case of consortium contracts, the share of service contract value not less than Rs.2.5 Crore realised by the bidder through consortium	Certificate/ Copy of the work Order/ completion certificate from the concerned Ministry/Departments or the State Govt. or its bodies to that effect needs to be submitted.	Certificate/ Copy of the work Order/ completion certificate from the concerned Ministries/Departments/PSUs/Autonomous bodies/Corporations/Section 8 Companies to that effect needs to be submitted. Note: In case of consortium experience, CA certification to be issued to the effect that service contract value realised against the particular government project through consortium arrangement. The project should be completed in all respects.

		arrangement as “partner” shall be considered subject to sufficient documentary proof.		
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B. The following point stands added under “Section 7: Pre-Qualification Criteria Table”

Note:-I- In line with OM No.F.8/78/2023-PPD DTD 12.10.2023 issued by DOE, Ministry of Finance, credentials of the original/parent entity of the bidder shall be considered to fulfill the Pre-Qualification Criteria subject to meet the requirement of said OM in all respects.

C. The amendments are done under “I-Technical Evaluation -Section 8: Evaluation & Award criteria” as follows;

Technical Evaluation marks scheme

S. No.	Parameter-Existing	Parameter-Amended	Max. Marks	Criteria for Technical Evaluation-Existing		Criteria for Technical Evaluation-Amended
1	Previous experience of bidder for similar Financial Verification projects of at least one Government project size of INR 100 crores. (Bidder has to submit supporting documents in support of project appraisal experience including Financial verification)	Previous experience of bidder for similar Financial Verification projects of at least one Government project (Central/State Government Ministries/Departments/PSUs/Autonomous bodies/Corporations/Section 8 Companies executing Government Schemes). The outlay of such government project/scheme should be of minimum INR 100 crores irrespective of the service charges realized by the bidder. (Bidder has to submit supporting documents in support of project appraisal experience including Financial verification)	30	Single project valuing Rs.100 Crore & above	10 Marks	
				Two projects valuing Rs.100 Crore & above	20 Marks	
				More than three projects valuing Rs.100 Crore & above	30 Marks	

3	Quality and competence of Team Leader (TL) and 3 Key Personnel (KP) to be deployed as part of appraisal team.		40 (10X4 CVs)	Marks will be awarded only in respect of the CVs furnished of the proposed One (1) Team Leader (TL) and 3 Key Personnel (KP) having qualifications specialized in Finance Domain to be deployed for the project along with relevant experience in handling Technical & Financial Management : 10 years minimum experience for TL, out of which minimum 3 years' experience should be of project appraisal in Electronics/IT covering Financial aspects. 5 years minimum experience for KP, out of which minimum 2 years' experience should be of project appraisal in Electronics/IT covering Financial aspects.	Marks will be awarded only in respect of the CVs furnished of the proposed One (1) Team Leader (TL) and 3 Key Personnel (KP) having qualifications specialized in Finance Domain to be deployed for the project along with relevant experience in handling Technical & Financial Management: 10 years minimum experience for TL in handling similar kind of projects, out of which minimum 1 project experience should be of project appraisal in Electronics/IT covering Financial aspects. 5 years minimum experience for KP in handling similar kind of projects, out of which minimum 1 project experience should be of project appraisal in Electronics/IT covering Financial aspects.
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D. Under “**Section 9: Instructions to Bidders**” the following point stands added;

“XII. The selected bidder shall not be allowed to subcontract the provision of Services contemplated in this subject tender to any other agency without the prior permission of C-DAC.”

II. Queries & Clarification

S.No	Query	Clarifications
1	Request for reduction in 5% Security Deposit amount.	Not considered. As per tender terms & conditions.
2	During claim processing / verification process, agency may have to take help of third parties (Viz. CAs, CEs, Legal counsels etc). A clarity may be provided on reimbursement of such expenses. Whether these expenses will be borne by agency or C-DAC or applicant.	All the expenses other than Tour Reimbursement as per Annexure-IX need to be borne by the bidder within their quoted Application service charges.
3	To help the bidders in providing realistic quotes, clarity should be provided on number/average quantum of claims to be processed by the agency during the contract period.	The indicative Application expected for the claim verification process is 600 considering maximum 100 applicants with average claim process of 6 numbers. There is no minimum quantity commitment from C-DAC. Rest all as per tender terms & conditions.
4	Kindly specify, if assignments undertaken by wholly owned subsidiary Company can be considered.	Generally, the eligibility credentials of the bidder will only be considered for the eligibility and Technical evaluation criteria. However, for eligibility criteria, the OM No.F.8/78/2023-PPD DTD 12.10.2023 issued by DOE, Ministry of Finance shall also be considered.
5	Kindly consider the Experience of KP in the Infrastructure Sector also, as PSB rarely fund for IT Sector Requesting you to kindly consider KP with Electronics Engineering Qualification and Experience in the Electronic Industry.	Please refer the amendment above.

6	With reference to the enclosed Office Memorandum from the Ministry of Finance, GOI, we are requesting you to kindly consider the Average Annual Turnover of the Parent Company.	Considered. Please refer the amendment above.
7	Amendment requested for –“Should have been actively engaged on Project Appraisal activities including Financial verification activities similar to subject scope of work with Central/State Government Ministries/Departments/PSUs/Autonomous bodies/Corporations/Section 8 Companies running Government schemes coming under ambit of the Government.”	Considered. Please refer the amendment above.
8	Amendment requested for “On-going projects will also be considered if the project duration is greater than 2 years. In this case, the total payment uptill now should not be less than 2.5 Cr.”	Not considered. As per tender terms & conditions.
9	Amendment requested for “TL- 10 years minimum experience in similar kind of projects. Key Personnel-3 5 years of minimum experience- Experience in project appraisal, due diligence, Financial Verification, expenditure verification, financial management, scheme audit.	Please refer the amendment above.
10	Extension request - Last date of submission of bids- 21.11.2023	The last date is extended upto 21.11.2023 considering the upcoming festival holidays.

For better clarity the entire RFP with the above changes is reproduced hereunder.

All other terms & conditions remain unchanged.



RFP No: C-DAC/ES/DLI/01/2023-24

**RFP FOR SELECTION OF AGENCY TO
CONDUCT FINANCIAL
VERIFICATION OF APPLICATIONS
RECEIVED UNDER DESIGN LINKED
INCENTIVE (DLI) SCHEME FOR A
PERIOD OF 5 YEARS**

**Centre for Development of Advanced Computing
C-56/1, Institutional Area, Sector-62,
Noida-201309, Uttar Pradesh**

TABLE OF CONTENTS

Section 1: Invitation for proposal.....	5
Section 2: Overview	6
Section 3: Purpose	6
Section 4: Scope of work	6
Section 5: Proposed schedule for completing the assignment.....	7
Section 6: Payment schedule.....	8
Section 7: Pre-Qualification Criteria.....	8
Section 8: Evaluation& Award criteria	9
Technical Evaluation.....	9
Financial evaluation	11
Award of work	12
Duration of Contract.....	12
Section 9: Instructions to Bidders	12
Completeness of response.....	12
Proposal preparation costs.....	12
Bidder enquiries & clarifications	13
Pre-bid meeting.....	13
Amendment to RFP.....	13
C-DAC's right to terminate the process	13
C-DAC's right to accept / reject all / any proposals.....	13
Submission of Bids	14
Documents comprising the bid.....	14
Contract finalization	14
Performance bank guarantee (PBG)	14
Section 10: General Terms& Conditions	15
Applicability	15
Standards of Performance	15
Inspection & Audit.....	15
Use of contract document and information.....	15
Manage Risks	16
Currency of Payments.....	16
Assignment.....	16
Change Orders	16
Contract Amendment	16

Delay in Consultant's Performance.....	16
Liquidated damages	17
No Claim Certificate	17
Force Majeure	17
Governing Language.....	18
Applicable Law.....	18
Firm Prices	18
Deduction.....	18
Confidentiality	18
Documents prepared by the Consultant	19
Non-Blacklisting Declaration	20
Land Border Sharing Compliance OM.....	20
Cancellation of the contract.....	20
Conflict of Interest	20
Organizational Conflict of Interest.....	21
Fraud & Corrupt Practices	22
Termination.....	23
Cessation of Services.....	24
Limitation of liability	24
Indemnity.....	25
Conciliation.....	25
Arbitration.....	25
Section 10: Annexures	26
I. Cover Letter (Technical).....	27
II. No Deviation Certificate format	29
III. Undertaking for non-black listing	30
IV. Authorization Letter	31
V. Bid Securing Declaration Letter	32
VI. Litigation Impact Undertaking.....	33
VII. Details of bidder's organization.....	34
VIII. Draft NDA	35
IX. Tariff Rate for Tour Reimbursement.....	37

GLOSSARY

Abbreviation	Full Form
C-DAC	Centre for Development of Advanced Computing
GeM	Govt e Marketplace
RFP	Request for Proposal
DLI	Design Linked Incentive
MeitY	Ministry of Electronics and IT
MEIT	Minister of Electronics and IT
MoS	Minister of State, Electronics and IT
NITI	National Institution for Transforming India (NITI Aayog)
RTI	Right to Information
ICs	Integrated Circuits
SoCs	System on Chips

Section 1: Invitation for proposal

- a. **Centre for Development of Advanced Computing (C-DAC), Noida** under the Ministry of Electronics and Information Technology, Govt. of India, invites GeM Customized Bidding to select an agency to conduct Financial Verification of applications received under Design Linked Incentive (DLI) scheme in accordance with the conditions and manner prescribed in this Request for Proposal (RFP) document.
- b. It is important to note that this RFP is open to all. Bidder agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- c. This RFP document is not transferable.

S. No	Description	Particulars
1.	RFP release date	03.10.2023
2.	Date of pre-bid conference	27.10.2023 at 3:00pm, Through on-line(link will be provided to prospective bidders)
3.	Last date (deadline) for submission of bids	21.11.2023 (3.00 pm) through GeM portal https://gem.gov.in/
4.	Bid validity period	120 days from the last date (deadline) for submission of proposals
5.	Opening of technical bids	21.11.2023 (3.30 pm) through GeM portal https://gem.gov.in/
6.	Bid Securing Declaration	Bidders should sign a Bid Securing Declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for a period upto two (02) years from the date of disqualification, provided that the Bidders shall be given a cure period of one (1) month before any such action is taken.

S. No	Information	Details
7.	Websites for downloading Tender Document, Corrigendum, Addendum etc.	https://gem.gov.in/

Note: For any clarification & queries, the prospective bidders may please contact headmmg-noida@cdac.in.

Section 2: Overview

- 2.1 The Union Cabinet in its meeting held on 15th December 2021 had considered the proposal of Ministry of Electronics and IT regarding "Development of Semiconductors and Display Manufacturing Ecosystem in India" and approved the proposals contained thereof including Design Linked Incentive (DLI) Scheme with an outlay of Rs. 1000 Crore for 5 years. As per the approval accorded by Cabinet, DLI Scheme is being implemented by C-DAC.
- 2.2 The Design Linked Incentive (DLI) Scheme shall offer financial incentives as well as design infrastructure support across various stages of development and deployment of semiconductor design for Integrated Circuits (ICs), Chipsets, System on Chips (SoCs), Systems & IP Cores and semiconductor linked design over a period of 5 years with the objectives of:
- Nurturing 100 domestic companies of semiconductor design for Integrated Circuits (ICs), Chipsets, System on Chips (SoCs), Systems & IP Cores and semiconductor linked design and facilitating the growth of not less than 20 such companies to achieve turnover of more than ₹1500 Crore in the next 5 years.
 - Achieving significant indigenization in semiconductor and electronic products and IPs deployed in the country, thereby facilitating import substitution and value addition in electronics sector in the next 5 years.
 - Strengthening the design infrastructure through incubators for semiconductor design and facilitating access to startups and MSMEs.
- 2.3 The latest detailed guidelines of the subject scheme can be downloaded from MeitY website (<https://www.meity.gov.in/esdm/Semiconductors-and-Display-Fab-Ecosystem>) and/or DLI Portal (<https://chips-dli.gov.in/DLI/HomePage>)

Section 3: Purpose

Centre for Development of Advanced Computing (C-DAC), Noida invites Requests for Proposal (RFP) from bidders those who are meeting the eligibility as laid down in this RFP to participate for conducting the Financial Verification of the applications to be received under aforementioned scheme DLI.

Section 4: Scope of work

4.1 Verification of claims and Recommendation for Disbursement

- A. Verification of Financial Scrutiny Report of the respective applicants done in the initial stage of evaluation process.

- B. Examination of claims for disbursement of incentive.
- C. Financial documents verification, viz. Invoices / Bills / Vouchers or equivalent, Bank Statement / Confirmation / Certificates, books of accounts of the applicant etc.
- D. Examination of selection process for vendors / suppliers of equipment / services and verification of credentials of major suppliers/vendors as deemed necessary.
- E. Verification of utilization of incentive provided in previous tranches.
- F. Verification of funds brought in by promoters and lenders of the applicant.
- G. Comments on related party (or) group/sister company transactions, if any, for all activities under the scope of project implementation by the applicant.
- H. The agency shall also independently arrive at eligible incentive amount before recommending the disbursal of the incentive amount in-line with the prescribed guidelines.
- I. Assess the eligibility and threshold of the expenses for reimbursement to the applicants as per the scheme guideline; Preparation and submission of Financial Verification Report along with supporting annexures.
- J. Recommendation of the disbursal of incentive to the applicants whose claims are found to be eligible under the scheme as per the disbursal procedures laid down in the guidelines - report to be submitted to CDAC for approval of the DLI Executive Council.

4.2 Others / General requirements

- I. Preparation of Financial Report of the project as per the requirements of C-DAC/MeitY/MEIT/MoS/NITI Ayog/RTI etc.
- II. Assisting to carry out Audit of the scheme pertaining to the subject scope of work.
- III. For timely conclusion of the above work, the agency will seek the pending / gap information / documents / data from the applicant through C-DAC.
- IV. C-DAC may use the contents of this Financial Report for placing the proposal for consideration of the competent authority/ Committee, for approval of releasing disbursement amount to the applicant.

Section 5: Proposed schedule for completing the assignment

Following Table provide a list of milestones and the associated timelines for the subject scope of work;

S. No.	Application wise Milestone- Phase 1	Indicative Timeline (in days)
1.	Date of receipt of completed claim application form the applicant in all respects.	Ph1 T0
2.	Preliminary verification by the Financial Firm	Ph1 T1
3.	Examination of claim application & Submission of Detailed report in respect of subject scope of work to C-DAC.	Ph1 T1 + 15
S. No.	Application wise Milestone- Phase 2	Indicative Timeline (in days)
4.	Receipt of Technical clearance report of respective applicant from TEC.	Ph2 T0

5.	Consolidation of TEC report & Financial report and submitting the final report along with recommendation of disbursement amount to C-DAC.	Ph2 T1+15
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Note:

- (i) The “Application wise” mentioned in this section denotes the number of claims to be made by a single Applicant for their approved project under the DLI scheme referred in this RFP.
- (ii) The number of claims shall vary from approx. minimum 3 to maximum 9 and hence an average of 6 claims per Applicant are expected under the DLI scheme referred in this RFP.
- (iii) The successful agency need to provide the standard checklists of all financial documents required to be examined for every claim process before execution of subject RFP work to C-DAC.
- (iv) The “**Ph1T0**” deemed to be commenced once all the financial documents are submitted by the applicant to the Financial Appraisal Agency in line with standard checklist for completing their milestones.
- (v) Generally, maximum 7 working days’ time can be given to the applicant(s) for submitting the deficiency/missing documents of their claim application by giving reminders starting in the range of 2 -3 working days but not exceeding the maximum 7 working days.
- (vi) In case of any applicant not responding beyond 7 working days for submitting the deficiency/missing documents of their claim application, the matter need to be referred to C-DAC for taking amicable solution.

Section 6: Payment schedule

It is proposed to enter into a “Application wise milestone base payment” with the selected Financial agency/firm to execute this subject scope of work/project as per the following:

Milestone	Payment
Application wise Milestone- Phase 1	50 % of per application service charges with GST
Application wise Milestone- Phase 2	50 % of per application service charges with GST

Note:

- (i) Irrespective of the outcome of scrutiny of Application under completed Phase-1 process, the respective 50 % of application service charges including GST shall be paid to the Financial Appraisal agency.
- (ii) Irrespective of the outcome of Technical clearance report of Application, upon completion of Phase-2 process the remaining 50 % of application service charges including GST shall be paid to the Financial Appraisal agency.
- (iii) For the cases where the verification process is not done due to incomplete documentation of Applications in reference to standard check list documents, no payment shall be made to the Financial Appraisal agency.

Section 7: Pre-Qualification Criteria Table

S. No.	Criteria	Documentary proof to be submitted
1	Must be a registered entity in India. Preferably headquartered within Delhi / National Capital Region or at least should have an office / branch in Delhi /National Capital Region	Copy of the Certificate of Incorporation issued by Registrar of Companies. In case of Partnership firm, duly signed and notarized copy of the partnership deed or a Certificate of Registration issued by the Registrar of Firms; or in case of a sole proprietorship, a GST registration certificate and/or PAN number.
2	Should have been in existence for at least Five (5) years.	On the date of issuance of this RFP.
3	Should have average annual turnover of at least Rs. 10 Crores in the last three (3) preceding financial years (FY 19-20, 20-21 & 21-22) or (FY 20-21, 21-22 & 22-23)	CA Certificate indicating average annual turnover details (or) Audited Balance Sheet and Profit and Loss Account of last three years
4	Should have been actively engaged on Project Appraisal activities including Financial verification activities similar to subject scope of work with Central/State Government Ministries/Departments /PSUs/Autonomous bodies/Corporations/Section 8 Companies executing Government Schemes during the last 5 Financial Years i.e 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23. Note: In case of consortium contract, the experience gained by the bidder through consortium arrangement as “partner” shall be considered subject to sufficient documentary proof.	Certificate/ Copy of the work Order/ completion certificate from the concerned Ministry/Department of the Union or the State Govt. or its bodies to that effect needs to be submitted. Note: In case of consortium experience, the work order should have the name of consortium partner and contract also signed with the respective Government department.
5	Bidder should have executed minimum one similar service contract valuing not less than Rs.2.5 Crore with Central/State Government Ministries/Departments /PSUs/Autonomous bodies/Corporations/Section 8 Companies executing Government Schemes during the last 5 Financial Years i.e 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23.	Certificate/ Copy of the work Order/ completion certificate from the concerned Ministries/Departments/PSUs/Autonomous bodies/Corporations/Section 8 Companies to that effect needs to be submitted. Note: In case of consortium experience, CA certification to be issued to the effect that service contract value realised against the particular government project through consortium arrangement. The project should be completed in all respects.

	Note: In case of consortium contract, the share of service contract value realised by the bidder through consortium arrangement as “partner” shall be considered subject to sufficient documentary proof.	
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Note:-I- In line with OM No.F.8/78/2023-PPD DTD 12.10.2023 issued by DOE, Ministry of Finance, credentials of the original/parent entity of the bidder shall be considered to fulfill the Pre-Qualification Criteria subject to fulfillment of the said OM in all respects.

Note:-II- In case of bidders not qualifying in the pre-qualification stage, their bid will not be considered for Technical Evaluation process and will be declared as “Non-Responsive”.

Section 8: Evaluation & Award criteria

The bidders shall be required to submit their offers through GeM portal as technical and financial bid which shall be evaluated by C-DAC.

I. Technical Evaluation

- a. In this stage, the Technical Proposal will be evaluated on the basis of the bidder’s experience, its understanding of the Scope of Work, proposed methodology and work plan and the qualifications and experience of KeyPersonnel.
- b. Each technical proposal will be assigned a technical score (TS). The maximum technical score which a bidder can attain is 100 marks.
- c. A minimum of 70 marks should be scored in the technical proposal for the bid to be declared technically qualified. The Financial Bids of only those bidders who have obtained a Technical Score of 70 or more shall be opened.
- d. The technical evaluation shall be in terms of the following parameters and marking scheme:

Technical Evaluation marks scheme

S. No.	Parameter	Max. Marks	Criteria for Technical Evaluation	
1	Previous experience of bidder for similar Financial Verification projects of at least one Government project (Central/State Government Ministries/Departments/PSUs)	30	Single project valuing Rs.100 Crore & above	10 Marks
			Two projects valuing Rs.100 Crore & above	20 Marks

	/Autonomous bodies/Corporations/Section 8 Companies executing Government Schemes). The outlay of such government project/scheme should be of minimum INR 100 crores irrespective of the service charges realized by the bidder. (Bidder has to submit supporting documents in support of project appraisal experience including Financial verification)		More than three projects valuing Rs.100 Crore & above	30 Marks
2	Approach & Methodology along with presentation by the Bidder.	30 (10 X3)	i) Understanding the scope ii) Approach & Methodology iii) Work plan (Bidder has to provide a detailed write up on Understanding the scope, Approach & Methodology and Work plan in the bid and the Presentation should also cover the same)	
3	Quality and competence of Team Leader (TL) and 3 Key Personnel (KP) to be deployed as part of appraisal team.	40 (10X4 CVs)	Marks will be awarded only in respect of the CVs furnished of the proposed One (1) Team Leader (TL) and 3 Key Personnel (KP) having qualifications specialized in Finance Domain to be deployed for the project along with relevant experience in handling Technical & Financial Management: 10 years minimum experience for TL in handling similar kind of projects, out of which minimum 1 project experience should be of project appraisal in Electronics/IT covering Financial aspects. 5 years minimum experience for KP in handling similar kind of projects, out of which minimum 1 project experience should be of project appraisal in Electronics/IT covering Financial aspects.	
Total		100		

Note: All the bidders who meets the minimum qualifying criteria i.e 70 Marks during technical evaluation as prescribed above will be considered for opening of the financial bids. Bidders whose proposals doesn't meet the technical evaluation criteria or were found non-responsive to RFP will be notified as rejected.

II. Financial evaluation

- a. In this stage, the financial evaluation of the proposal will be carried out of the bidders who qualify in the technical evaluation after determining whether the Financial Proposals are complete, unqualified and unconditional.
- b. While quoting the contract value in the financial bid stage in GeM portal, the bidders need to quote only the Total Lump-sum contract value with GST for the indicated 600 applications for five years and Bidders to provide per application charges as a separate breakup in the format prescribed below.
- c. The lump-sum contract value for five years' service need to be quoted by the bidders on the basis of their proposed services charges per application with GST in GeM portal.
- d. There is no minimum commitment from C-DAC side regarding the number of applications to be handed over to the selected firm for Financial Verification process. Accordingly, the payment will be settled on actual number of applications given to the firm for Financial verification process irrespective of total lump sum contract value including GST quoted in the GeM bidding for indicative 600 applications.
- e. Mentioning of any condition in the financial bid will lead to summary disqualification of the entire bid and cancellation of selection.
- f. The bidder need to provide the following breakup against their lump-sum contract value quoted for five years' service;

SL.No	Service Charges Per application in INR	Applicable GST in %	Service Charges Per application in INR including GST	Total Service Charges for 600 applications in INR including GST for five years

- g. The Contract Price shall be inclusive of all except domestic visits expenditure.
- h. Cost of domestic visits including boarding & lodging (if any) on account of factory inspection, if any, shall be reimbursed by C-DAC as per C-DAC's Tariff rate given in Annexure-IX
- i. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the agency to be compensated and the liability to fulfil its obligations as per the Scope of Work within the total quoted price shall be that of the bidder.
- j. Any conditionality included in the financial bid shall lead to summary disqualification of the entire bid and action will be taken as per Bid Securing Declaration Letter.
- k. The bidder who quoted the lowest total lump-sum contract value including GST shall be auto ranked by GeM portal as L1 and the next higher and so on will be ranked as L2 and L3.

III. Award of work

The bidder who emerged as “L1-Bidder” in GeM portal shall be awarded the work. In case of two bidders quoting same contract value, the GeM system will prompt for auto run option and accordingly the bidder chosen by the GeM system will be awarded the contract.

IV. Duration of Contract:

The contract will be valid for 5 years subject to satisfactory performance of the selected bidders (to be assessed on yearly basis till the validity of this contract). Further, depending upon the requirement, extension as allowed in the GeM system shall be granted on mutual consent on same “L-1” rate.

Section 9: Instructions to Bidders

I. Completeness of response

- a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid will be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its proposal and take action as per Bid Securing Declaration letter.

II. Proposal preparation costs

- a. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by C-DAC to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. C-DAC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b. This RFP doesn't commit C-DAC to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this bid.
- c. All materials submitted by the bidder become the property of C-DAC and may be returned completely at its sole discretion.

III. Bidder enquiries & clarifications

All enquiries / clarifications from the bidders, related to this RFP, must be sent through the e-mail mentioned in the subject RFP (or) through GeM portal.

IV. Pre-bid meeting

C-DAC will hold a pre-bid meeting with the prospective bidders on as per schedule through online VC mode.

V. Amendment to RFP

- a. C-DAC reserves the right to (a) relax or waive any of the conditions stipulated in this RFP document as deemed necessary in the best interest of the C-DAC and the objective of the project without assigning any reasons thereof and;
- b. include any other item in the Scope of work at any time after consultation in the pre-proposal meeting or otherwise.
- c. The amendments, if any, will be done through GeM portal and accordingly the prospective bidders need to check the same through GeM portal frequently at their end and all such amendments will also bind the prospective bidders.
- d. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, C-DAC may, at its discretion, extend the last date for the receipt of bids.

VI. C-DAC's right to terminate the process

- a. C-DAC may terminate the RFP process at any time and without assigning any reason. C-DAC makes no commitments, explicit or implied that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by C-DAC. The bidder's participation in this process may result in C-DAC selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by C-DAC to execute a contract or to continue negotiations. C-DAC may terminate negotiations at any time without assigning any reason.

VII. C-DAC's right to accept / reject all / any proposals

C-DAC reserves the right to accept or reject any proposal, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or bidders of the grounds for C-DAC's action.

VIII. Submission of bids

- a. The bidders should submit their offers in two parts namely, “Technical bid” and “Financial bid” through GeM portal within the stipulated time.

IX. Documents comprising the Technical bid;

1. Proposal Covering letter
2. A power of attorney by the CEO or competent authority authorizing the Bidder to sign / execute the proposal as a binding document and also execute all relevant agreements forming part of RFP.
3. Bid Securing Declaration Letter
4. Technical proposal
 - a. Understanding of scope
 - b. Approach & Methodology
 - c. Work plan
 - d. Staffing schedule
 - e. Team Composition
 - f. Curriculum Vitae (CVs) of 4 personnel (one TL and 3 KP)
 - g. Forms & annexure
 - h. Documents in support of work experience
 - i. Any other document bidder wish to furnish.
 - j. Presentation Copy

X. Contract finalization

- a. C-DAC shall place the order on the successful bidder through GeM portal.
- b. Apart from GeM contract to be generated by system, a separate contract shall be signed in line with the complete RFP document including all annexure and appendices within 21 days from the date of GeM order, which will constitute a binding contract between successful bidder and C-DAC.

XI. Performance bank guarantee (PBG)

Within 15 days of placing the order through GeM portal, the successful bidder needs to submit 5% of total contract value as “Security deposit” in the form of Account Payee DD/ FD Receipt from a scheduled in the name of CDAC, Noida /Bank Guarantee (including e-BG) from a scheduled Bank/ Online Payment i.e., NEFT, RTGS upon award of contract towards performance (Validity of Security Deposit should be 5 Years

Plus Additional Six Months). The security deposit shall be refunded after successfully completing the contract period. In case of any breach of contract, the successful vendor shall be blacklisted by C-DAC, Noida under intimation to all C-DAC Centres. Further, the Security Deposit shall be forfeited towards such defaults including claim additional damages, if any.

- XII.** The selected bidder shall not be allowed to subcontract the provision of Services contemplated in this subject tender to any other agency without the prior permission of C-DAC.”

Section 9: General Terms & Conditions

I. Applicability

These general conditions shall apply to the extent that they are not superseded by provisions in any other part of the contract.

II. Standards of Performance

The Consultant shall perform the services and carry out its obligations under the contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional consulting standards recognized by international professional bodies and shall observe sound management practices. The Consultant shall always act, in respect of any matter relating to the contract, as faithful advisors to C-DAC and shall, at all times, support and safeguard C-DAC's legitimate interests in any dealings with third parties.

III. Inspection and Audit

The successful bidder shall, whenever required, furnish all relevant information, records, and data to auditors and/or inspecting officials of C-DAC and/or any authority designated by C-DAC. C-DAC reserves the right to call for any relevant material information/report which would help it in arriving at a decision.

IV. Use of contract document and information

The Consultant shall not, without C-DAC's prior written consent, disclose the contract or any provision thereof, or any specification, design, drawing, pattern, sample or information furnished by or on behalf of C-DAC in connection therewith, to any person other than a person employed by the Consultant in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The Consultant shall not without C-DAC's prior written consent, make use of any document or information forming a part of this tender and/or otherwise acquired regarding C-DAC including its business except for purpose of

performing the contract. Any document forming a part of this tender, other than the contract shall solely remain the property of C-DAC.

V. Manage Risks

The successful bidder shall identify and bear all the risks involved in the provision of services.

C-DAC shall not compensate for any losses, if any incurred by the successful bidder during entire contract period or extended/renewed period if any.

In case the successful bidder fails to deliver the services as stipulated in the delivery schedule to be mutually agreed, C-DAC reserves the right to allot the work to alternate engaged providers at the risk, cost and responsibility of the successful bidder.

VI. Currency of Payments

Payment shall be made in Indian Rupees (INR) only.

VII. Assignment

Successful bidder shall not assign, delegate or otherwise deal with any of its rights or obligation under this contract without written prior written permission of C-DAC.

VIII. Change Orders

C-DAC may at any time, by a written order given to the Consultant make changes within the general scope of the contract in the services to be provided by the Consultant. If any such change causes an increase in the cost of, or the time required for the Consultant's performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the contract price or delivery schedule, or both and the contract shall accordingly be amended. Any claims by the Consultant for adjustment under this clause must be asserted within thirty days from the date of receipt of change order by the Consultant.

IX. Contract Amendment

No variation in or modification of the terms of the contract shall be made except by written amendment signed by both parties to the Contract.

X. Delay in Consultant's Performance

The selected bidder shall provide consultancy services in accordance with the time schedule specified in section 5 of this RFP.

Any unexcused delay by the vendor in the performance of his implementation / service / other obligations as per conditions of the contract shall render the selected bidder liable to

any or all of the following sanctions;

- a. Forfeiture of his performance security,
- b. Imposition of liquidated damages, and / or
- c. Termination of the contract for default including Black listing the vendor upto 2 Years.

If any delay during performance of the contract, the selected bidder should encounter conditions impeding timely implementation of the services, performance of services, the selected bidder shall promptly notify C-DAC in writing of the fact of the delay, the likely duration and its cause(s), before the scheduled delivery date. C-DAC shall evaluate the situation after receipt of the notice and may at their discretion extend the time schedule for delivery based on the merit of the case.

XI. Liquidated damages

If the selected bidder fails to perform the services within the time schedule specified in section 5 of the RFP, C-DAC shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 1 % of the per application Service Charges for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price. Once the maximum is reached, C-DAC may consider termination of the contract pursuant to the conditions defined in section on Termination.

XII. No Claim Certificate

The Consultant shall not be entitled to make any claim, whatsoever against C-DAC under or by virtue of or arising out of the contract, nor shall C-DAC entertain or consider any such claim, if made by the Consultant after it shall have signed a “No claim” certificate in favour of C-DAC in such forms as shall be required by C-DAC after the works are finally accepted.

XIII. Force Majeure

Notwithstanding the provisions of Clause on Termination and Delay in Consultant's Performance, the Consultant shall not be liable for forfeiture of his performance security, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is caused due to circumstances beyond his reasonable control and is the result of an event of Force Majeure.

For purposes of this Clause, “Force Majeure” means an event beyond the control of the Consultant and not involving the Consultant and not involving the Consultant's fault or negligence and not foreseeable. Such events may be inclusive, but are not limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a

Force Majeure situation arises, the Consultant shall as soon as practicably possible notify C-DAC in writing of such conditions and the cause thereof. Unless otherwise directed by C-DAC, the Consultant shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

XIV. Governing Language

The Governing Language of the contract is English.

XV. Applicable Law

The Contract shall be interpreted in accordance with the Indian Laws for the time being in force and will be subject to the exclusive jurisdiction of a competent court of jurisdiction within the city of Delhi

XVI. Firm Prices

The prices quoted for the providing consultancy services shall be firm throughout the period of contract and shall not be subject to any change except on account of increase or decrease of applicable taxes which shall be passed on to C-DAC.

XVII. Deduction

Payments, as envisaged in price schedule, shall be subject to Statutory deductions as applicable (such as contractor TDS , GST TDS etc) of any amount, for which the Consultant is liable under the agreement against this tender.

XVIII. Confidentiality

The Consultant must understand and agree that all materials and information marked and identified by C-DAC as “Confidential” are valuable assets of C-DAC and are to be considered C-DAC’s proprietary information and property.

Consultant will treat all confidential materials and information provided by C-DAC with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. Consultant will not use or disclose any materials or information provided by C-DAC without C-DAC's prior written approval.

The Consultant may disclose confidential information in the following circumstances:

- a. With the prior written consent of C-DAC;
- b. To a member of Consultant’s team (“Authorized person”) if the authorized person needs the confidential information for performance of obligations under the contract; and the authorized person is aware of the confidentiality of such information; and
- c. To government or statutory body for audit or any other purpose as directed by C-DAC.

In the event the Consultant is required by judicial or administrative process, to disclose any

information or material which is deemed to be confidential under the Contract and the resultant Non-Disclosure Agreement, the Consultant shall promptly notify C-DAC, and if C-DAC deems fit co-operate with consultant to challenge such process before making disclosure.

The Consultant shall be liable to fully recompense C-DAC for any loss of revenue arising from breach of confidentiality. C-DAC reserves the right to adopt legal proceedings, civil or criminal, against the Consultant in relation to a dispute arising out of breach of obligation by Consultant under this Clause.

The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this tender.

Nothing contained in the contract shall limit the Consultant from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under the contract.

The Consultant shall strictly abide by its Confidentiality obligations, and shall sign a separate Non Disclosure Agreement (NDA) as a condition precedent to signing the resultant Contract with C-DAC in the format given for such NDA.

The obligations of the Consultant with regard to Confidentiality under this engagement shall cease to the extent that the recipient can prove that the disclosed Confidential Information was –

- a. Rightfully communicated to the recipient free of any obligation of confidence subsequent to the time it was communicated to the recipient by C-DAC;
- b. As of the time of its disclosure, lawfully part of the public domain;
- c. Subsequently learned from a third party; or it was developed by the recipient independently of and without reference to any information communicated to the recipient by C-DAC;
- d. Communicated in response to a valid order by a Court of competent jurisdiction or other governmental body, but only to the extent of and for the purposes of such order; provided however, that the recipient shall first notify C-DAC in writing and permit C-DAC to seek an appropriate protective order;
- e. Previously known by the recipient without any obligation to hold such information in confidence; and/or
- f. Approved for release by written authorization of the disclosure, but only to the extent of such authorization.

XIX. Documents prepared by the Consultant

All documents, specifications, reports and other documents prepared by the Consultant in the execution of the Contract shall become and remain the property of C-DAC and before termination or expiration of the Contract the Consultant shall deliver all such documents,

prepared under the contract along with a detailed inventory thereof, to C-DAC.

XX. Non-Blacklisting

The bidder has not been blacklisted by any Central / State Government, Ministry / Department or any other Government organization; or under a declaration of ineligibility for corrupt or fraudulent practices during the last 5 (five) years as on the date of submission of the Bidders response to this RFP; involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment. If at any stage of bidding process or during the currency of the contract, any suppression/ falsification of such information is brought to the knowledge of C-DAC, C-DAC shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Bidder.

XXI. Compliance to the Rule 144 (xi) of the General Financial Rules (GFRs), 2017

The bidders from a country, which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) subject to get registered with the Competent Authority and comply with the restrictions, as imposed under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 notified by Department of Expenditure vide OM No 6/18/2019-PPD dated 23rd July 2020. Accordingly, bidders are not permitted to have collaboration with a company from such country without such company having been registered with the competent authority as above and/ or to have a significant beneficiary from such countries.

XXII. Cancellation of the contract

C-DAC reserves the right to terminate the resultant Contract for convenience at any time during its term by giving the selected bidder 15 (fifteen) days' notice of the same C-DAC's only obligation towards the selected bidder in the event of termination for convenience shall be to pay the selected bidder for services performed prior to the effective date of termination to the satisfaction of C-DAC.

XXIII. Conflict of Interest

- i. The bidder represents that it, its consortium members or associates are not a party to any agreement which represents a conflict of interest with its role as C-DAC's consultant or the terms of the resultant Agreement which materially and adversely affects the Consultant's ability to perform the defined services for C-DAC. Further, Consultant agrees it will not enter into any agreement or business relationship during the term of this Agreement that could place him in a conflict of interest position.

- ii. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the bidder fails to disclose said situations and if the C-DAC comes to know about any such situation at any time, it may lead to the disqualification of the bidder during bidding process or the termination of its Contract during execution of assignment.

XXIV. Organizational Conflict of Interest

- i) An organizational conflict of interest means that because of other activities or relationships with other persons, the selected bidder is unable or potentially unable to render impartial assistance or advice to C-DAC, or the selected bidder's objectivity in performing the contract work is or might be otherwise impaired, or a potential applicant has an unfair competitive advantage. It does not include the normal flow of benefits from incumbency.
- ii) C-DAC is of the view that in the current scenario potentially significant organizational conflicts of interest may arise due to the nature of the work to be performed by the selected bidder under the resultant contract due to an existing or future engagement between the selected bidder and the potential applicant. The onus of disclosure shall lie on the selected bidder as iterated above.
- iii) The bidder shall submit to C-DAC a duly filled in form reflecting any existing or past engagement pertaining to the assignment.
- iv) C-DAC may make a determination to allow a bidder to participate in an acquisition subject to the submission of an acceptable mitigation plan in accordance with paragraphs (1) and (2) below. Notwithstanding anything to the contrary, C-DAC's exercise of discretion under this clause may not be appealed.
 - a) If C-DAC requests, the bidder shall submit an organizational conflict of interest mitigation plan for C-DAC's review. C-DAC's determination regarding the adequacy of the mitigation plan or the possibility of mitigation is unilateral decisions made solely at C-DAC's discretion and is not subject to the Disputes resolution clause. C-DAC may terminate the contract for default if the selected bidder fails to implement and follow the procedures contained in any approved mitigation plan.
 - b) Any mitigation plan shall include, at a minimum, non-disclosure agreements to be executed by the bidder and the bidder employees supporting C-DAC per paragraph related with C-DAC's determination to allow a bidder above. Items for consideration in a mitigation plan include the following: identification of the organizational conflict(s) of interest; reporting and tracking system; an organizational conflict of interest compliance / enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for

organizational segregation (e.g., separate reporting chains); and data security measures.

- c) This clause shall survive any termination or expiry of the Contract for a period of 1 (one) year thereafter. The bidder shall apply this clause to any consortium members / subcontractors or consultants, who have access to information, participate in the development of data, or participate in any other activity, related to this contract which is subject to terms of this clause, unless the Applicant includes an acceptable alternate subcontractor provision in its mitigation plan.
- d) All the employees of the selected bidder shall be trained and informed of this provision and the approved mitigation plan, and shall execute individual Non-disclosure Agreements for protection of sensitive information with C-DAC.
- e) The selected bidder agrees that it will use all reasonable diligence in protecting information received by it during the bid process and thereafter. The selected bidder further agrees it will not willfully disclose proprietary data to unauthorized parties without the prior permission of C-DAC, and that proprietary data shall not be duplicated, used or disclosed, in whole or part, for any purpose other than to accomplish the contracted effort. This restriction does not limit the successful applicant right to use, duplicate or disclose such information if such information was lawfully obtained by the successful applicant from other sources.
- f) The selected bidder agrees to protect the proprietary data and rights of other organizations disclosed to him during performance of the resultant contract with the same caution that a reasonably prudent person would use to safeguard highly valuable property.
- g) The bidder agrees that if after award it discovers a potential organizational conflict of interest, a prompt and full disclosure shall be made in writing to C-DAC. This disclosure shall include a description of the actions the applicant has taken or proposes to take, to avoid or mitigate such conflicts.
- h) C-DAC may in its sole discretion waive application of this clause when it is determined to be in the best interest of the Government to do so.
- i) C-DAC shall not be liable to reimburse any expenses incurred in preparation of this bid by an applicant in case a bid is rejected for breach of this provision. C-DAC's right to reject a bid under this provision shall not bar it from seeking any other equitable remedy available to it under applicable law.

XXV. Fraud and Corrupt Practices

- a. The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, C-DAC shall reject a Proposal without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, C-DAC shall, without prejudice

to its any other rights or remedies, forfeit and as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to C-DAC for, inter alia, time, cost and effort of C-DAC, in regard to the RFP, including consideration and evaluation of such bidder's Proposal.

- b. Without prejudice to the rights of C-DAC under Clause (a) above and the rights and remedies which C-DAC may have under the law, if a bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the execution of the agreement, such bidder shall not be eligible to participate in any tender or RFP issued by C-DAC during a period of two years from the date such bidder, as the case may be, is found by C-DAC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 1. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of C-DAC who is or has been associated in any manner, directly or indirectly with the selection process or has dealt with matters concerning the RFP or Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of C-DAC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the RFP or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of C-DAC in relation to any matter concerning the services;
 2. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 3. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 4. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by C-DAC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 5. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

XXVI. Termination

The Authority may, by not less than 10 (Ten) days written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this clause, terminate this Agreement if:

- a) The Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within 10 days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b) The Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c) The Consultant fails to comply with any final decision reached as a result of arbitration proceedings;
- d) The Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- e) Any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- f) As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 days; or
- g) The Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

XXVII. Cessation of Services

Upon termination of this Agreement by notice of, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner.

XXVIII. Limitation of liability

The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof

The Consultant shall, subject to the limitation specified in the subsequent clause be liable to C-DAC for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the C-DAC's property, shall not be liable to the C-DAC:

- (i) for any indirect or consequential loss or damage; and

- (ii) for any direct loss or damage that exceeds the contract value

The limitation of liability specified in this provision clause shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the sole action of the Consultant to the extent of the Consultant's or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

XXIX. Indemnity

The successful bidder must indemnify C-DAC and its stakeholders against all third party claims of intellectual property rights infringement including infringement of patent, trademark/copyright or industrial design rights arising from the use of the services, designs, etc. and related services or articles published by third parties in magazines, newspapers or online news portal or websites, any part thereof. C-DAC and its stakeholders stand indemnified from any claims raised by the hired manpower of the successful bidder relating to fees of any kind including but not limited to payment for professional fees or any services or claims relating to statutory dues. All such claims and dues shall be the sole responsibility of the successful bidder. C-DAC and its stakeholders also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower / bidder's manpower while discharging their duty towards performance of services.

XXX. Conciliation

In the event of any Dispute between the selected bidder and C-DAC, either Party may require such Dispute to be referred to the Director General, C-DAC and the authorized Chairman of the Board of Directors of the Bidder for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved either Party may refer the Dispute to arbitration in accordance with the provisions of the clause "Arbitration".

XXXI. Arbitration

In the event the dispute is not amicably resolved by mutual consultations or negotiation in the manner as provided above, a party may after giving prior notice of dispute to the other party refer the matter to arbitration. The arbitration shall be held in accordance with the Rules of the arbitration of the International Centre for Alternative Dispute Resolution, New Delhi ("the Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of Arbitration and Conciliation Act, 2015 (amended) or any amendments thereof. The arbitration shall be presided by a sole

arbitrator mutually decided by the parties. The arbitrator shall hold his sittings at New Delhi. The arbitration proceedings shall be conducted in English language. Any challenge to the award shall be subject to the exclusive jurisdiction of courts at New Delhi.

The “Arbitration Notice” should set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this RFP.

The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The bidder shall continue work under the Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

Section 10: Annexures

I. Cover Letter (Technical)

(To be submitted in the Bidder's letter head)

<Date>

To: *(Tender Inviting Authority)*

Subject: Selection of agency to conduct Financial Verification of applications received under Design Linked Incentive (DLI) scheme

Reference: No: C-DAC/ES/P-DLI/01/2023-24

Dear Sir,

With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant to conduct Financial Verification of applications received under Design Linked Incentive (DLI) scheme. We also understand that the applications to be received under the DLI scheme would be indicatively 600 numbers and there is no minimum quantity commitment from C-DAC's side. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.

4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:

(a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;

(b) I/We do not have any conflict of interest in accordance with Clause on Conflict of Interest of the RFP Document;

9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake

the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.

12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.

13. The Bid Security letter is enclosed as per the annexure.....in accordance with the RFP document.

14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

15. I/We agree to keep this offer valid for 120 days from the bid submission date specified in the RFP.

16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith.

17. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form in the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

18. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

19. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

Name:

Designation:

(Company Seal)

II. No Deviation Certificate

(To be submitted in the Bidder's letter head)

<Date>

To: *(Tender Inviting Authority)*

Subject: Selection of agency to conduct Financial Verification of applications received under Design Linked Incentive (DLI) scheme

Reference: No: C-DAC/ES/P-DLI/01/2023-24

Dear Sir,

With reference to above, this is to confirm that as per tender conditions, we have understood the requirements before submission of our offer. We also confirm that we have not changed / modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender Clauses together with other references as enumerated in the above referred Tender. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to all the terms and conditions in the above referred tender.

Yours Sincerely

Name:

Designation:

(Company Seal)

III. Undertaking of not being Black Listed

(To be submitted on the Letterhead of the bidder)

<Date>

To: *(Tender Inviting Authority)*

Subject: Selection of agency to conduct Financial Verification of applications received under Design Linked Incentive (DLI) scheme

Reference: No: C-DAC/ES/P-DLI/01/2023-24

Dear Sir,

We confirm that our company is not blacklisted in any manner whatsoever by MeitY, any State Government, Central Government or any other Public sector undertaking or a Corporation or any other Autonomous organization of Central or State Government as on Bid submission date.

Further we confirm that, our company is not convicted of an offence (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, during last 3 years from date of submission of this bid.

It is hereby confirmed that I/We are entitled to act on behalf of the bidder and empowered to sign this document as well as such other documents, which may be required in this connection.

Sincerely,

<Signature>

<Seal>

Name:

Designation:

Name and Address of bidder:

IV. Authorization Letter

<Letterhead of the bidder>

<Date>

To: *(Tender Inviting Authority)*

Subject: Selection of agency to conduct Financial Verification of applications received under Design Linked Incentive (DLI) scheme

Reference: No: C-DAC/ES/P-DLI/01/2023-24

Dear Sir,

I am Shri..... working as a(Designation) duly authorized to sign the Tender Response for and on behalf of M/s ... (name of the bidding firm):

Signature:.....
(Name and Address of Bidder)

(Seal/Stamp of bidder)

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am<designation>..... of the<Company Name>....., and that<Name of the Respondent>..... who signed the above response is authorized to bind the corporation by authority of its governing body.

Date:

Name:

Designation:

Signature:

(Seal)

Note: *Authorized signatory should be an employee of the bidder and should have been authorized, authorizing him/her to sign/execute the proposal as a binding document and also to execute all relevant agreements forming part of RFP. Copy of proof of authorization (Board Resolution copy) should be provided.*

V. Bid-Securing Declaration

<Letterhead of the bidder>

<Date>

To: *(Tender Inviting Authority)*

Subject: Bid Securing Declaration Letter- Selection of agency to conduct Financial Verification of applications received under Design Linked Incentive (DLI) scheme

Reference: No: C-DAC/ES/P-DLI/01/2023-24

I/We*, the undersigned, declare that:

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

I/We* accept that I/we* may be disqualified from bidding for any contract with any Public Body for the period of time that may be determined by the Procurement Policy Office under section 35 of the Public Procurement Act, if I am/we* are* in breach of any obligation under the bid conditions, because I/we*:

(C.1.a) have withdrawn my/our* Bid during the period of bid validity specified in the Form of Bid; or

(C.1.b) having been notified of the acceptance of our Bid by the *[insert name of Public Body]* during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or , in accordance with the Instruction to Bidders.

Provided that I/we shall be given a curing period of one (1) month before any such action is taken by C-DAC.

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

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, *[insert date of signing]*

Corporate Seal (where appropriate)

[Note: The Bid Securing Declaration must be signed by the authorized signatory or in the name of the Managing Partner of the firm]

****Please delete as appropriate***

VI. Litigation Impact Statement

<Bidder letter head>

<Date>

<Address>

Subject: Litigation Impact Statement Selection of agency to conduct Financial Verification of applications received under Design Linked Incentive (DLI) scheme

Reference: No: C-DAC/ES/P-DLI/01/2023-24

Dear Sir,

We have read and understood the contents of the Request for Proposal and pursuant to this hereby confirm that we continue to satisfy the eligibility criteria laid out at the time of short-listing us to participate in the bidding process for selection of legal service providers.

There are no pending litigations in any court of law, which are likely to have a materially adverse impact on our ability to deliver under this selection or on our ability to provide services as contemplated in this RFP.

<Signature>

<Designation>

Duly authorized to sign the RFP Response for and on behalf of: Sincerely,
Bidder Seal

Name Designation Signature Date

<Name and Address of Bidder>

Seal/Stamp

VII. Details of bidder Organization

<Letter Head>

Details of the bidder Organization	
Name	
Address in Delhi:	
Address of offices in India	
Date of commencement of legal practice/services	
Other Relevant Information	
Mandatory Supporting Documents:	
a. Copy of enrolment certificate duly self-attested.	
b. Documents as specified in Page No.24	

CERTIFICATE

I,<name of the bidder>,certify that the details submitted by me are true and no information is false or incorrect.

Date:

Name:

Signature:

(Seal)

VIII. Draft NDA

This Non Disclosure Agreement (“Agreement”) is made effective from this day of [month year] between [agency name] having office at [address of agency] and Centre for Development of Advanced Computing, Noida, a constituent unit of C-DAC, a Scientific Society under the Ministry of Electronics and Information Technology, Government of India, registered under the Societies Registration Act, 1860 and Bombay Public Trust Act, 1950, having its registered office at Savitribai Phule Pune University Campus, Ganesh Khind, Pune-411007 and place of business at C-56/1, Anusandhan Bhawan, Sector-62, Noida 201309 (hereinafter referred to as “Client”)

(Client and [agency name] shall be individually referred to hereinafter as a “Party” and collectively as the “Parties”)

WHEREAS, the Client has appointed [agency name] for rendering < consultancy> services during the period commencing from <ddmmy> to < ddmmy>

WHEREAS, the parties hereto are willing to execute this Agreement in order to protect certain information to be disclosed to each other for the aforesaid purposes.

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

1. It is hereby agreed that the discretion applied at the time of disclosure would provide the best protection of Confidential Information of either Party. Accordingly, a Disclosing Party shall ensure that only those Confidential Information which serve the engagement objectives shall be disclosed as per an agreed procedure to the identified individuals at the recipient’s end.
2. Recipient agrees to protect Confidential Information received from the Disclosing Party with at least the same degree of care as it normally exercises to protect its own proprietary information of a similar nature. Recipient agrees to promptly inform the Disclosing Party of any unauthorised disclosure of the Disclosing Party’s Confidential Information.
3. In the case of Confidential Information that is disclosed only orally, Disclosing Party shall, within seven days after such disclosure, deliver to the Receiving Party a brief written description of such Confidential Information; identifying the place and date of such oral disclosure and the names of the representatives of the Receiving Party to whom such disclosure was made. It is expected that such information will bear a legend or label of “Confidential” or other similar designation manifesting intent that the information is confidential (“Confidential Information”).
4. The restrictions set forth in this Agreement on the use or disclosure of Confidential Information shall not apply to any information which:
 - a. is independently developed by the Recipient ; or
 - b. is rightfully received free of restriction from another source having the right to so furnish such information; or
 - c. has become generally available to the public; or
 - d. at the time of disclosure to the Recipient was rightfully known to such party or its affiliated companies free of restriction as evidenced by documentation in its possessions; or
 - e. the non-Disclosing Party agrees in writing to be free of such restrictions; or

- f. is required to be furnished to any authority, department, office or body by a decree, order or authorization of law.
5. Each Party shall use Confidential Information of the other Party which is disclosed to it only for the purpose of this Agreement and shall not disclose such Confidential Information to any third party, without the other Party's prior written consent, other than to [agency name] subcontractors and to each other's employees on a need-to-know basis.
 6. All information shall remain the property of the Disclosing Party and shall be returned upon written request or upon the Recipient's determination that it no longer has a need for such information except that both parties may retain copies of the Confidential Information, to the extent required to comply with applicable legal and regulatory requirements.
 7. The Parties agree that during the existence of the term of this Agreement, neither Party shall solicit directly or indirectly the employees of the other Party.
 8. The term of this Agreement shall be xxxx from the date of its execution by both Parties. Both the parties shall jointly review this Agreement after end of xxxx and shall extend it for xxxxx at a time if mutually agreed upon by both the parties
 9. The authorised representatives from [agency name] side shall be –
 - a. <xx>
 10. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by in accordance with the Arbitration and Conciliation Act, 1996. Any claim for losses under this Agreement shall be restricted to direct losses only.
 11. This Agreement constitutes the entire understanding between the Parties hereto as to the information and merges all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective authorised officers or representatives.
 12. The Parties agree that the laws of India, other than its conflict of laws provisions, shall apply in any dispute arising out of this Agreement.

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

For and on behalf of

For and on behalf of

Sig.:

Sig.:

Name:

Name:

Title:

Title:

Place:

Place:

Witness :

Signature:

Name: Title

IX. Tariff Rate for Tour Reimbursement

- 1) Air fare -economy class- direct booking from website / Govt authorised agents
- 2) IInd AC class- by train
- 3) Hotel accommodation- Rs 4500/2250 per day
- 4) DA - 1200/1000 per day

S.N 1 to 3 are reimbursement on production of bills
