

Centre for Development of Advanced Computing

A Scientific Society of Ministry of Electronics &
Information Technology, Government of India
Innovation Park, PANCHAVATI, Pashan Road,
Pune - 411008

www.cdac.in / mmg@cdac.in

**C-DAC invites ON-LINE bids through
Government e-Marketplace (GeM)**

**For AMC of devices, Operate Telemedicine
equipment and services at multiple locations spread
across India.**

**GEM Bid no. & Tender No.- CDACP/HPCMBA-
TMAMC/25-26/439**

SECTION-I: INVITATION FOR BIDS (IFB)

Centre for Development of Advanced Computing (C-DAC) - is a scientific society of Ministry of Electronics & Information Technology, Government of India. C-DAC invites 'ON-LINE' bids through GEM from eligible bidders for AMC for devices at 16 locations and Operate Telemedicine equipment and services at 15 locations spread across India as per schedule of requirements, terms and conditions stipulated in this document.

Contact Information:

Materials Management Group

Centre for Development of Advanced Computing (C-DAC)

Innovation Park, PANCHAVATI, Pashan Road, Pune 411009.

E-mail: mmg@cdac.in

Documents to be submitted along with bid:

1. Covering letter, as per **Annexure-A**
2. Authority letter, as per **Annexure-B**.
3. Copies of PAN and GST registration certificates, as applicable.
4. Copies of documents in support of eligibility requirements stipulated at para 3 Section – II.
5. The copies of balance sheets **OR** the certificate from a Chartered Accountant certifying the annual sales turnover of the bidder for the **last 3** financial years.
6. EMD to be submitted for the value as mentioned on GeM bid document. Alternatively, bidders can also submit a declaration as per **Annexure-D in lieu of EMD**.
7. Declaration as per **Annexure-E** (restrictions on procurement from a bidder of a country which shares a land border with India & MII Compliance).

NOTE:

In case of any doubts, and/ or queries about the technical solution, specifications terms and conditions of the tender, the prospective bidder may send their queries in writing through email (mmg@cdac.in). The queries, requests for clarifications etc. must be sent within **10 days** from the date of publication of the Tender. The bidders are requested to go through the entire tender document thoroughly, before raising any query. C-DAC, Pune shall address the queries raised by the bidders. All the queries, doubts, clarifications etc. to be submitted in .xls format as below.

Name of the bidder:				
Sl.No.	Section / Page No	Clause Reference	Query from bidder	C-DAC Response

(END OF SECTION - I)

SECTION-II: GENERAL CONDITIONS

1. Duration of Engagement

The duration of project shall be **12 months (subject to revision)** from date of commencement of services at sites. The project may be further extended in writing for another agreed period.

- a. Service duration.
 - i. **12 months (subject to revision)** Operational activity shall begin together at all sites. Manpower must be deputed at respective site to begin the operation.
 - ii. **12 months (subject to revision)** onsite AMC shall begin together at all sites upon start of operations.
- b. Service Agency must begin the operation, onsite AMC, and other services at Telemedicine sites within 15 days from the date of award of contract. Service Agency shall require to complete all prerequisite activities during these 15 days period.
- c. The project/ its activity may be further extended in writing for another agreed period. Agency must undertake to provide services for the entire period of project including any extension(s) that may be given.

2. Order Placements & Payment by

The orders will be placed and payments shall be released by Centre for Development of Advanced Computing (C-DAC), Innovation Park, Panchavati, Pashan, Pune 411008, Maharashtra, India.

3. Eligibility Criteria/ Pre-qualification criteria

- a. The agency must be a legal entity registered under relevant laws of India and must have a head office in India.
- b. The agency must have average annual financial turnover of Rs. 01 crore (Rupees One Crore only) for last three financial years ending **31st March 2024** as shown in audit report by a Chartered Accountant or Firm.
- c. The agency must have 01 OR more completed or in-progress order / contract / project of cumulative value of Rs. 50 Lakhs (minimum) of minimum 03 months duration in last 05 years covering operations and maintenance of deployed IT hardware and software at 05 or more locations in India.
- d. Currently, the agency must have at least 05 well trained persons / staff on their roll with degree in Engineering / Computer Science / Computer Applications with at least one year of experience.
- e. The successful bidder must submit an undertaking that they or their affiliated / associated / group companies shall not carry any business activity with C-DAC's client for this project, related to Health Informatics including Telemedicine solution/services directly or indirectly (other than CDAC) for next 2 years from date of completion of the this/extension of project.
- f. The agency must not have been black-listed or debarred from bidding process by any of the Central /State Government offices, PSUs or autonomous institutes, as on date of submission of bids.
- g. The agency must comply with the provisions of the order No. F/No/6/18/2019-PPD dated 23 July 2020 issued by public procurement Division, Dept. of Expenditure, Ministry of Finance, Gol.
- h. The items offered by the agency must comply with the provisions of Order No P-45021/2/2017-PP (BE-II), dated 4th June, 2020 issued by Public Procurement Division, Department of Investment and Internal Trade, Ministry of Commerce, Gol read with

order number order No. W-43/4/2019-IPHW- MeitY, dated 7th September, 2020, issued by IPWH division of MeitY, Gol (for applicable items).

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

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

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

5. Precautions while preparing the Bids

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

6. Earnest Money Deposit (EMD)

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

7. Period of validity of bids

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

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

8. Late Bids

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

9. Evaluation of Bids

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

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

10. Comparison of Bids

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

11. Selection Procedure

- a. The Tender will be evaluated in following two stages (in the same order)
 - i. Technical Evaluation
 - ii. Commercial Evaluation
- b. The agencies who comply with the eligibility criteria will only be considered for Technical evaluation.

- c. The agency, who qualifies the Technical evaluation, will be shortlisted for Commercial Evaluation.
- d. Only the bid/quotation qualified in all regards shall be considered for further processing.
- e. C-DAC may invite the bidder for any further explanation / presentation / clarification, in-person or over email/video-conference, before selection. The schedule and venue for any face-to-face presentation will be intimated in advance.
- f. C-DAC reserves the right to reject any bid/quotation, without assigning any reasons thereof.
- g. The Order will be awarded to the agency meeting all bid requirements and conditions offering the LOWEST price/quote overall.
- h. If more than one bidder quotes the same lowest price, C-DAC reserves the right to award the Order to any one or more or all L1 bidders with the scope / number divided suitably, at its own discretion.
- i. C-DAC may, at its own discretion, split the Order to single or multiple or all agency/agencies who are willing to join the project at L1 quoted prices.
- j. If it is observed that the rate quoted by the L1 bidder is un-sustainable/unreasonable and/or it would not be possible to maintain the service obligations, in such case C-DAC reserves the right to reject the lowest bid and award the Order to next eligible bidder without requiring any re-quotation / correction / explanation from L1 bidder.
- k. The intimation to selected Agency will be communicated in writing/electronic media by C-DAC. Upon intimation of award of Order, the Agency must complete required formalities (submission of any undertakings, Performance Bank Guarantee, etc.) within the stipulated time-frame, failing which, the Order shall be canceled and awarded to next eligible bidder at sole discretion of C-DAC.
- l. Decision of C-DAC regarding selection and award of Order shall be final and binding on all bidders and selected Agency(s).

12. Corrupt or Fraudulent Practices

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

(END OF SECTION - II)

SECTION-III: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Price Bid / Quotation to be submitted

- All the prices to be quoted by the Bidders will be in Indian Rupees only and to remain valid during the validity of the Order.
- The Price Bid should be submitted in prescribed format as uploaded on www.gem.gov.in. All required/mentioned services should be quoted for, any omission shall be ground for rejection of bid.
- The rate quoted by the Bidder shall be inclusive of packing, forwarding, freight, insurance, loading/un-loading and all incidental expenses necessary for proper execution and completion of the work in accordance with the terms & conditions of this Tender document.
- Prices quoted by bidder shall remain firm till completion of order. The applicable taxes must be quoted separately. **C-DAC will not issue any tax / duty exemption certificate.**
- The price bids must be complete in all respects with proper seal and signature of authorized person.
- The agency must quote for all the items as per scope.
- Breakup for quoted price is to be submitted as per **Annexure-H**.

2. Annual Maintenance Contract (AMC):

- All deployed IT and Medical devices including computer hardware and servers with licensed Windows operating system, MS office and antivirus shall be covered through onsite AMC.
- In case of breakdown or non-functioning of any of these items during the AMC period, the agency shall arrange on top priority to repair/ replace the faulty part/ item / equipment free of cost.
- The response time for AMC service shall be 8 hours (max) and resolution time shall be 5 days (max). In case the resolution time is estimated to be more than 48 hours or if the faulty item is required to be taken out of site premises for repairs, the agency shall arrange for a replacement of item, till problem is resolved.

3. Payments to Selected Agency

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

Sr. No.	Payments towards:	Terms for release of payment
1	AMC for equipment's/ instruments	After completion of each quarter (03 months) on pro-rata basis.
2	Operations	

The payments will be released on submission of appropriate proforma / tax invoice for respective quarter period.

4. Financial Terms & Conditions

- Service Agency must clearly mention the GST rates as applicable on date of submission of bids. Only statutory change in rates will be admissible upon submission of bill/invoice on submitting satisfactory documentary evidence to prove that the tax is actually paid by the Service Agency to the respective Govt. agencies.
- The bills/ invoices for each site can be raised separately.
- Service Agency will submit itemized bills for individual items.

- d. In case of revision in the number of sites, Service Agency must agree to provide operation and/or AMC services at revised sites only. Service Agency shall submit bills/payment demand for revised sites only.
- e. No claims for any other amount or remuneration further to the amount mentioned in quote/price-bid for specific work/activity/procurement shall be admissible.
- f. All payments to Service Agency are subject to statutory deductions, wherever applicable including TDS. Bidder must submit proof of any exemption allowed for it to be admissible.
- g. Service Agency shall return funds to C-DAC for unutilized items or undelivered services within 15 days from the date of demand.
- h. Service Agency shall not raise or submit any bills/debit-note, financial demands, etc. to C-DAC's client / user agencies, unless prior authorized by C-DAC.
- i. All expenditures by Service Agency shall be in accordance with applicable rules/laws for assigned activities only.
- j. Service Agency agrees to maintain all project related financial records in separate book of account as required under relevant laws/rules.
- k. Service Agency agrees to let C-DAC or any agency appointed by it, legal agencies having jurisdiction over C-DAC, Comptroller and Auditor General of India or its representatives to demand/review books of account and other records, pertaining to or arising out of the Order, and make them available for inspection without any hindrance and provide complete cooperation and access to its premises.
- l. Any lapse on the part of Service Agency for maintaining accounts, verifying, auditing the accounts, etc. shall not be, in any case, attributable or liable to C-DAC. Penalty, if any, levied for the said lapse of Service Agency shall be exclusively borne by Service Agency.
- m. The Operations cost is inclusive of manpower cost, cost of reasonable consumable (stationary, cables, printer related, batteries, electric items etc.), cost of travel and stay of its staff, any contingency and provisions, etc.
- n. Depending on the funds made available to C-DAC by client / funding agency of the project, there may be delays in release of advance/payment to the Service Agency beyond stipulated time frame. The Agency must be able to sustain and continue operations of Telemedicine services as assigned to it for a duration of four (04) consecutive months out of its own funds.

5. Performance Security

- a. The successful agency will be required to furnish the Performance Security, in the form of Bank Guarantee as per format given in **Annexure-C**, for an amount equivalent to **3% of the order value** towards the satisfactory performance of equipment, smooth functioning of the set-up / solution provided over the AMC period, and operations activities, in the form of a Bank Guarantee.

The Bank Guarantees from a commercial bank should be submitted within 15 days of receipt of order and shall remain **valid for the period of 18 months** from the date of submission. The PBG must be negotiable at a branch of issuing bank in Pune.

- b. The Performance Bank Guarantee shall be extendable further on project extension.

6. Penalty for Delay

- a. In case of delay on the part of bidder in supply of services, beyond the schedule, C-DAC reserves the right to levy a penalty @ zero-point five percent (0.5%) of the value of delayed portion of supply and/or AMC, per week of delay.
- b. The total penalty for delay in providing services shall be subject to maximum of 10 % of the value of AMC and services.
- c. C-DAC reserves the right to cancel the order in case the cumulative penalty amount mentioned at a and b above exceeds 10 % of the total order value.

7. Penalty for Unsatisfactory Services

- a. Service Agency shall complete and fulfil assigned responsibilities within the stipulated time-frame of the project/work order/program with expected/defined/reasonable quality.
- b. If in view of C-DAC the services provided or carried out are not satisfactory or not up to the expectation/defined/reasonable quality, C-DAC will issue a notice in writing to the Agency, seeking explanation and/or giving reasonable time for rectification/improvement.
- c. If the services are not improved or the improvements are not to the satisfaction of C-DAC and/or the client, C-DAC may, at its own discretion:
 - i. Levy penalty of zero-point five percent (0.5%) of value of AMC and Operations for each such instance, or
 - ii. Invoke PBG/Security Deposit and/or require more/fresh PBG/Security Deposit to be submitted or;
 - iii. Cancel the Order, partially or fully, in case the number of unsatisfactory notices issued in a calendar year exceeds five (05) or the total penalty imposed is more than five percent (5%) of Order value, or;
 - iv. Take such measures as it deems fit to make good the deficiency and charge the cost to the Agency.
- d. Any fine levied by client on C-DAC or Agency for failure to perform on part(s) of project/work order/program etc. assigned to Service Agency shall be borne by Service Agency only.
- e. Selected bidder/s shall be fully and completely responsible and liable for any claim / demand / action / liabilities / dues etc. arising out of/incidentals to any act/omissions/performance/non-performance/part-performance/underperformance of the selected bidder/s or its agents /employees/ consultants etc.
- f. Any flaw in rendering services or delay in rectification that is not attributed to Agency viz. site preparation/ condition, arranging of material and the conditions arising out of Force Majeure will not be considered for the purpose of calculating penalties.
- g. The Agency must ensure safety of all the items of furniture, plants, office equipment and other fittings provided in the premises and shall be liable to make good of any loss to the same if damaged due to or attributed to action or in-action of Agency's deputed staff at sites.

8. Right to amend / cancel Tender

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

9. Sub-Contracting or Transfer of Rights/ Responsibilities

The Agency shall not assign or transfer the roles, rights and responsibilities assigned to the Agency to any other person or entity without prior written permission of C-DAC.

10. No Partnership or Joint Venture & Non-Exclusive

- a. Nothing in this Tender /Price Bid / resultant work order / contract upon selected bidder/s shall constitute, create or give effect or recognize a Joint Venture, partnership, or business entity of any kind.

- b. This Tender / Price Bid / resultant work order / contract is non-exclusive in nature and does not accord any Right to First Information/Refusal/Acceptance to either party.

11. Force Majeure

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

12. Dispute Resolution / Arbitration

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

13. Termination / Cancellation of the Order

- a. C-DAC may, by not less than thirty (30) days written notice of termination to the selected Agency, terminate the Order, where such notice is given after the occurrence of any of the events specified in this section, if:
- i. The selected Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within 30 days of receipt of such notice of suspension or within such further period as C-DAC may have subsequently granted in writing, or;
 - ii. The selected Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary, or;
 - iii. The selected Agency fails to comply with any final decision reached as a result of arbitration proceedings, or;
 - iv. The selected Agency submits to C-DAC a statement which has a material effect on the rights, obligations or interests of C-DAC and which the selected Agency knows to be false, or;
 - v. Any document, information, data or statement submitted by the selected Agency in Price Bid / Quotation, based on which the selected Agency was considered eligible or successful, is found to be false, incorrect or misleading, or;
 - vi. As the result of Force Majeure, the selected Agency is unable to perform a material portion of the Services for a period of more than 60 days, or;
 - vii. C-DAC, in its sole discretion and for any reason whatsoever, decides to terminate the contract.

- b. Service Agency may terminate the order by issuing at least thirty (30) days written notice only in case of non-payment of due amount by C-DAC within scheduled/ agreed time period. Further, C-DAC may require Service Agency to fulfil its obligations in the project for up to ninety (90) days after completion of notice period.
- c. In the event of termination, Service Agency shall handover all material including, but not limited to, assets, spares, consumables, unutilized advance, reports, keys, etc. to C-DAC or its assigned representatives within stipulated time.
- d. In the event of termination, for any of reason(s) above, C-DAC shall determine the amounts due or recoverable from the selected Agency. The Agency must refund such amount as determined by C-DAC within stipulated time; failing which a simple interest of Twelve percent (12%) per annum on total outstanding shall be payable by the Agency till final closure of account.

14. Intellectual Property Rights

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

15. Indemnity

The successful bidder shall indemnify, protect and save C-DAC, its client and user institutions from/against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from/arising out of:

- a. infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc. by the bidder or
- b. such other statutory infringements in respect of all the equipment supplied by successful bidder, or
- c. Any act/omission/performance/under or none or part performance/failure of the bidder.

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

16. Limitation of Liability

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

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

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

17. Governing Law and Jurisdiction:

This Tender/Price Bid/ resultant work order/contract shall be governed by and interpreted in accordance with the laws of India and Courts in Pune only shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the Arbitration and conciliation Act 1996.

18. Interpretation of the clauses in Tender Document

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

19. Non-Disclosure of Confidential Information Clause

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

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

20. Integrity Pact Clause –

The bidder is required to enter into an Integrity Pact with C-DAC. For this, the bidder shall submit the scanned copy of signed, stamped and notarised Integrity Pact on of appropriate denomination, as part of technical bid, failing which, the Proposal submitted by the concerned bidder will be summarily rejected. The original document should be couriered to C-DAC. The format for the Integrity Pact is provided in Annexure.

Details of IEM is provided below:

- 1) Shri. M P Johnson - Email ID- johnsonmp1961@gmail.com
- 2) Shri. Vijay Kumar Singh Email ID - vijaysinghsls10@gmail.com

(END OF SECTION – III)

SECTION-IV: SCHEDULE OF REQUIREMENTS / SCOPE OF WORK

The Technical specifications and features required are enumerated in the succeeding paragraphs. While evaluating its ability to meet all the requirements, the interested parties should highlight whether and articulate any common features or services that are additionally required and/or included to meet the desired functionality.

1. C-DAC has setup Telemedicine services for its client under a project. Now, following services are to be carried out for earlier setup Telemedicine Network:
 - Operational activities at 02 Telemedicine Resource Centres (TRCs) and 13 Remote Telemedicine Centres (RTCs). Includes Manpower, travel, consumables, contingency etc.
 - Onsite Annual Maintenance Contract (AMC) of deployed devices at 02 TRCs, 13 RTCs and 01 Data Centre.

Locations for TRC, RTC and Data Centre are given in **Annexure-F**.

The Service Agency (final bidder) shall perform above activities for the duration as given in *Duration of Engagement of Section-II*.

2. Services and its Terms and Conditions

2.1. Onsite AMC of devices at each Telemedicine sites

Agency shall provide AMC for deployed equipment mentioned in **Annexure-G** at locations given in **Annexure-F**.

Devices listed in Annexure-G (1), (2-a) and (3) were procured and installed during Apr-Jun 2019 period. Devices listed in Annexure-G (2-b) were procured and installed during May 2021-Jan 2022 period. These devices were procured with a minimum one-year warranty period and further covered under AMC. AMC Support for Devices listed in Annexure-G (1), (2-a), (2-b) and (3) will end on **May 23, 2025**. As of bid date, all devices are in working condition.

Agency will maintain all hardware / software / operating environment at all TRC, RTC and Data Centre through onsite AMC includes servicing, preventive maintenance, repair, replacement, anti-virus scan, application of updates and patches as may be required from time-to-time or scheduled as approved / directed by C-DAC.

Terms and conditions:

1. The specification of deployed devices is given in **Annexure-G** for AMC. In the event of replacement of equipment/its part as a part of AMC, Service Agency should opt for a better and latest configuration given the price-feature comparison. In case equipment are found / determined to be deficient in performance or specification, Service Agency will be required to replace / upgrade them at its own cost.
2. Service Agency will ensure replaceable devices / parts / spares / consumable are within their active product life-cycle with service / support / spare availability for 04 years at time of purchase. Service Agency should avoid procuring material that are already out of or approaching product end-of-life in next 02 years from date of commissioning.
3. Service Agency will provide AMC to cover instances of failure and replacement that may be needed.
4. All the replacement under AMC must be of reputed brands and from genuine national / multinational manufacturers. The 'assembled' equipment must be avoided. All equipment should meet relevant regulatory requirements for safety, usability, and energy efficiency.

5. Service Agency will ideally procure all services and supplies through limited / public and fair tendering process. For proprietary equipment that interface with Mercury™ solution directly, AMC service may be taken from them directly.
6. Service Agency will insure and maintain all equipment and devices deployed/replaced under the project against loss or damage due to fire, theft, earthquake, flood, and such threats for the period of project. Any loss / damage due to above shall be made by Service Agency.
7. Service Agency will supply all equipment replace under AMC in the name of the client. The items must be delivered in good and workable condition.
8. For equipment replace under AMC, Service Agency will ensure transport and delivery of all items at respective project location. Service Agency has option to either deliver the item at each project site directly OR at a designated central location, and then further transfer them to individual client locations. In all cases, items must be covered under insurance and other relevant safeguards during transit.
9. In the event of replacement of equipment under AMC, the ownership of the goods shall stand transferred to the client from the point of dispatch from factory / warehouse / stores. However, the total risk and responsibility of goods / materials shall fully rest with the supplier / Service Agency till commissioning of the materials / equipment.
10. Service Agency shall maintain any damage/non-functional device/equipment as per Govt. policy and rules. Service Agency shall not dispose / condemn / scrap the damage / unrepairable / expired items by its own. It must be done as per the policy of client and after approval of client and C-DAC until then Service Agency shall preserve damage or unrepairable equipment / parts.
11. For devices/equipment where repairs/maintenance service from manufacturer is not adequate/available, Service Agency will make spare arrangements and/or financial provisions to repair/replace such devices/equipment during the project duration.
12. In case of delay in delivery / repair / replacement of equipment, bidder shall arrange alternative to the equipment for such duration. The alternative equipment must be a working unit having necessary functions required for their operation in project.
13. In the event of replacement of equipment / its part, Service Agency shall obtain and maintain e-way bill and submit copy to C-DAC / its client on demand.
14. Service Agency will carry out installation, setup, configuration, testing etc. of hardware and software at each location as and when required under AMC.
15. Service Agency will ensure that all furniture, fixtures, racks, cabling, batteries, terminals, plugs, joints, connectors, etc. are fixed properly, professionally, cleanly and in a manner that does not pose any health and safety hazard to people or equipment.
16. Service Agency will ensure that any external units (WiFi AP / CoE, AC outer unit, etc.) are properly secured and placed in boxes/grills to safeguard against loss or causing damage to others.
17. Service Agency shall submit delivery challan and Installation & Commissioning completion certificate to C-DAC with make, model and serial no., duly signed by local Nodal Officer / Authority for any replaced equipment/parts.
18. Agency will maintain Telemedicine sites and shall be responsible for day-to-day maintenance, AMC, etc. as required and/or directed by C-DAC.
19. Service Agency will carry out and maintain meticulous records of maintenance activities performed on hardware (cleaning/service/change of parts/etc.) and platform/application software (updates/patches/anti-virus scan/backup/etc.) and make available to C-DAC and local authorities for inspection on demand.
20. Service Agency will ensure patient data safety and privacy at all time. Backups should be planned and taken at all locations at regular interval and backups kept secure.
21. Agency will maintain and keep operational all delivered, installed, and commissioned

devices / materials through AMC.

22. Service Agency will prepare report and assist C-DAC to advise client authority on matter of device obsolesce, non-reparability, out-of-useful-life devices and equipment that may affect operations at site(s).
23. Service Agency will submit site-wise device maintenance, servicing, and status report to C-DAC every quarter and upon request.
24. Agency will protect deployed desktops/PC and Servers, etc. through subscription-based/ licenced antivirus compatible with Windows operating systems. Preferably server-client model of antivirus should be used.
25. Service Agency will provide UPS batteries as per the specification given in **Annexure-G** to replace malfunctioning/dead batteries only.

2.2. Operations at each Telemedicine site

2.2.1. Manpower Deputation and Training

Agency will depute manpower meeting minimum qualification and experience, at TRC and RTC locations to operate Telemedicine network. The expected functions, duties, qualification/experience of deputed staff is given in **Section-V**.

Agency and its staff will impart training to authorised Medical Staff and Users at each location from time-to-time and as required for using the Telemedicine facility and hardware/software. C-DAC will provide one-time training on various aspects to Agency's staff.

Terms and Conditions:

1. Service Agency will appoint at least one manpower as Site Administrator & Technician at each TRC and RTC location.
2. The Agency shall appoint a Project Manager and Project Coordinator for the project. The project Manager shall be located at Noida, UP.
3. Service Agency will ensure all deputed staff are educationally and technically qualified to operate the equipment / services at site. The expected qualification and job profile are given in **Section-V**. Service Agency will share employment / appointment / salary information of deployed manpower with C-DAC / its client on demand during project period.
4. Service Agency will ensure that its deputed staff follow the rules and regulations of the local / client authority with respect to safety and security, and observe office / duty hours / holidays as stipulated by local / client authority from time to time.
5. Service Agency will obtain letter from client to access their premises and relevant facilities for project work.
6. Service Agency will ensure that all absence of staff from site is with prior intimation to the local / client authorities, and a suitable alternate staff is available at site in case regular deputed staff is absent or on leave for more than 03 consecutive days.
7. Staff and workers, deputed / recruited by Service Agency and assigned to any of project related activities, shall not be considered under C-DAC's / Client's employment rolls and shall not be privy to any service / pay / compensation conditions at C-DAC / its client.
8. Service Agency will ensure that all statutory provisions with regards to employment (such as Minimum Wages, Labour, Provident, Maternity, ESI, Insurance etc.) are met and fulfilled by it as per government rules. In this regard, Service Agency will submit documentary proof to the C-DAC/its client on quarterly basis / on demand during the contract period. C-DAC and its client shall not be responsible or / and liable towards any additional payment / compensation / penalty / claim / etc. in these regards.
9. Service Agency will ensure it has and deploys adequate number of staff, apart from manpower required at sites for operation, to carryout activities such as survey,

renovation, procurement, I&C, and other activities required under the project from time-to-time.

10. The site / technical staff at TRC and RTC locations shall be trained to handle the deployed software & equipment.
11. Service Agency will give training to site staff on setup, configuration, use and troubleshooting of hardware and software. The training should include handling, using, and maintaining both technical and medical equipment, record keeping, as well as aspects of safety, privacy, basic courtesy, professionalism, timeliness, etc.
12. Service Agency will conduct on-demand training(s) for hospital staff and users for the use of Telemedicine services and software.

2.2.2. Operation of Telemedicine Centres

Agency will operate the Telemedicine services/hardware/software at project locations. Mercury™ Telemedicine solution is deployed at client's Data Centre for transferring medical records to TRCs for consultation. Service Agency will assist client / their identified agency staff for training, deployment, maintenance, and uses of Mercury™ solution. Operational activities will include, but not limited to, facilitating users of the services, conduct the Telemedicine sessions, preparation of required reports, maintain reasonable quantities of supplies and consumables, up-keep/fine-tune hardware, and software, communicate with medical and other officials of location, and carry out such activities as directed by C-DAC from time-to-time.

Terms and Conditions:

1. Service Agency will ensure the site is operational and usable on all working days and time-table as per local calendar / roster or instruction issued by local / client authority.
2. Service Agency will operate 'in the field' and shall be responsible for day-to-day operation, monitor, assistance related activities etc. as required towards fulfilment of project activities/responsibilities, and as directed by C-DAC from time-to-time.
3. Service Agency shall provide and maintain reasonably adequate stock of consumable items such as stationary, printer cartridge / toner, papers, batteries, light bulbs, etc. at each site.
4. Service Agency will maintain meticulous record of activities and usage of telemedicine centre, communication line utilization, and schedule/roster for each site, events and sessions, attendance of staff and users, and include such statistics in its reports to C-DAC, submitted monthly and as and when required/demanded.
5. Service Agency shall work in coordination with any other Service Agency who is operating Telemedicine services at other Telemedicine sites. Service Agency shall strictly follow the instruction of C-DAC for coordination with other Service Agency. Activities for such arrangement includes making roster plan, Teleconsultation with existing Telemedicine facility etc.
6. Service Agency will assist end users/stakeholders and communicate with local/client's officials for continuity of Telemedicine services at all locations. However, such communication is to be limited to operation of telemedicine services and copy of such communication will invariably be submitted to C-DAC immediately.
7. Service Agency will co-ordinate with network service provider(s) towards installation, up-keep, fault resolution etc. of network link.
8. Service Agency shall not use nor cause/allow others to use the facility, equipment, services, manpower for purposes other than Telemedicine/Tele-Consultation, medical record capture/store/view, CME, clinical / medical discussions with patient/remote doctors and such usages as authorized by local/client authorities and C-DAC.
9. Service Agency will setup a provisional project office under a Project Manager at the city where client's Head Office or most prominent Referral centre / Specialty Hospital is

located, as approved by C-DAC, to better co-ordinate with client's Head Office / Specialty Hospital as well as daily monitoring/co-ordination of all sites in the network, maintain master records, ensure daily attendance, and other such activities necessary. Job profile and minimum qualification/experience for Project Manager are mentioned in **Section-V**.

10. Service Agency will depute/assign the overall management of project responsibilities to a Project Coordinator/Director, who shall be not less senior than a Director and authorise such staff to receive/send communication, take decisions and issue directions on behalf of the Agency. The Project Coordinator/Director shall communicate with Project Leader/Head at C-DAC towards all project activities. Job profile and minimum qualification/experience for Project Coordinator/Director are mentioned in **Section-V**.
11. Service Agency will follow industry accepted processes and mechanisms, as far as practical and not in contravention to terms set forth in this document, towards execution, management, and operation activities under the project to bring efficiency and quality in outcomes.
12. Service Agency will put up adequate signage, posters, and user information boards at appropriate places in room or at outside (with due permission of authorities) after getting such signage/posters design and content approved by C-DAC.
13. Service Agency will carry out shifting/relocation of Telemedicine Centre to another premises/room, on request of local/client authority.

2.3. Management Activities

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

The Project Manager will communicate with and receive directions from C-DAC on matter(s) of day-to-day Operations and Management.

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

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

3. Completeness Responsibility

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

4. General Terms & Conditions

- a. For all activities related to the said project, C-DAC's decision shall be final and binding on Service Agency.
- b. This proposal/project shall be governed by and interpreted in accordance with the laws of India. Courts in Pune shall have exclusive jurisdiction to try, entertain and decide any litigation arising out of / under this proposal/project.
- c. Service Agency acknowledges all Intellectual Property Rights (IPR) in respect of C-DAC's software/solution/service as owned by C-DAC exclusively.

- d. Service Agency shall not promote their own or any other competitive/similar product/service against the C-DAC's Telemedicine software/solution to client or any related entity.
- e. Service Agency shall obtain prior approval from C-DAC to approach or undertake any project(s) or work of similar nature/scope/deliverables from C-DAC's client and its partner/assignee during project period and for a period of two (02) years from termination of project.
- f. Service Agency shall while promoting the project or C-DAC's Telemedicine software/solution shall obtain prior permission before printing / distributing brochures, visiting cards, letter heads, product information catalogues, or any other advertisement/publicity/distribution material in which C-DAC's association, trademarks, product names, logos, symbols, pictures, photographs are to be used. Failure to obtain prior permission shall entitle C-DAC to terminate the order without any notice, and/or further seek any civil/criminal remedies allowed in law.
- g. Service Agency shall involve and include C-DAC in any submissions made for any award/recognition or publication of research.
- h. Service Agency shall arrange and bear local transportation/hospitality of visiting C-DAC staff/guest to Service Agency location(s) and/or any other project site locations as and when required.
- i. In the event of project completion, Service Agency shall handover all material including, but not limited to, assets, spares, consumables, unutilized advance, reports, keys, etc. to C-DAC / its client or its assigned representatives within stipulated time before end of the project. Service Agency shall conduct training on operations, maintenance, deployed devices, software etc. before end of the project. Service Agency shall submit Handover note duly signed by C-DAC's client for such material and training.

(END OF SECTION - IV)

SECTION-V: Responsibilities and Qualifications of Agency's staff

1. Site Administrator & Technician

1.1. Job Profile

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

1.2. Minimum Qualification and Experience

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

2. Project Manager

2.1 Job Profile

1. Management of day-by-day operation of the Telemedicine system and Network including coordinating, repair and maintenance of telemedicine hardware and software
2. Co-ordination with agencies for providing maintenance support to Telemedicine nodes under Telemedicine Network
3. Technical management of specialty and Remote Telemedicine nodes ensuring its smooth functioning
4. Preparation and execution of Telemedicine program schedule in co-ordination with the local/client agency's Officer, Telemedicine, and other stake holders such as faculty of college/institute
5. Supervision of the work of Telemedicine staff and covering his/her work during leave
6. Maintenance of records such as attendance register, log book and stock inventory
7. Plan, revise and implement telemedicine program, and upkeep of system, software, and data
8. Prepare reports, comparative, status, presentation, etc. for use of higher officials
9. Plan, staff, implement, control and evaluate assigned project
10. Provide mentoring, coaching and direction setting to members involved into project
11. Thorough understanding of theoretical and practical aspects of professional discipline
12. Knowledge of developing budgets, project management, management proficiency, process improvement, tracking budget expenses, self-development, performance management, verbal communication

13. Multimedia content development to facilitate the process of technical knowledge transfer
14. Supervision of functioning of Network section (group of patient-side node with specialist-side node)
15. Responsible to manage Telemedicine nodes on systems/server
16. Evaluating the functionality of systems
17. Responsible for repairing machines or systems using the needed tools.
18. Consulting computer users to ascertain needs and to ensure that facilities meet user or project requirements
19. Implementing and managing security or integrity and backup procedures
20. Scheduling upgrades
21. Managing secure network access for remote users
22. Management of Material Resources
23. Ensuring adherence with software licensing laws
24. Providing user training, support, advice and feedback
25. Testing and modifying systems to ensure that they operate reliably
26. Knowledge of Telecommunications, system analytical, interpersonal, communication, troubleshooting and problem-solving skills

2.2 Minimum Qualification and Experience

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

3. Project Coordinator / Director

3.1 Job Profile

1. Act as the overall Coordinator of the activities of the local/client agencies and Service Agency's together with C-DAC
2. Overall management of project responsibilities
3. Act as a single point of coordination for all activities
4. Supervision of functioning of Telemedicine Network
5. Oversee the implementation progress at the various sites and ensure effective utilization of the network
6. Coordination with C-DAC and local/client agencies for smooth execution
7. Share project status reports to C-DAC and local/client agencies
8. Coordinate with its C-DAC and local/client agencies and Service Agency's staff for technical, operational, and financial related activities
9. Monitor the activity & utilization of the network, report the same to the local/client agency and C-DAC

3.2 Minimum Qualification and Experience

First class graduate/post-graduate degree in science/engineering/management having at least 10 years of work experience in supervising / managing project and activities of the tune of Rs. 50 lakhs or more. Experience of having worked in coordination / liaison with Government departments / organizations will be preferred.

(END OF SECTION - V)

ANNEXURE-A: COVERING LETTER

Date:

To:

The Centre Head,

Centre for Development of Advanced Computing (CDAC) Innovation Park, Panchavati,
Pashan Road,
Pune - 411008 Maharashtra, INDIA

Subject: Submission of bid for C-DAC

Dear Sir,

We, the undersigned, offer **to carry out onsite AMC of devices, operational Services, and listed obligations** as per tender **at project locations**, in response to your Tender No-----.

We are hereby submitting our proposal for same, which includes Technical bid and Financial Bid through GeM Portal.

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

We undertake, if our proposal is accepted, to submit a Security Deposit of **3% of the contract / order value**, as per terms stipulated in the tender.

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

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

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

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

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory: e-mail:

Mobile No:



ANNEXURE-B: AUTHORITY LETTER

Date:

To:

The Centre Head,

Centre for Development of Advanced Computing (CDAC) Innovation Park, Panchavati, Pashan Road,
Pune - 411008 Maharashtra, INDIA

Subject: Authority Letter

Reference: Tender No -**GEM Bid no. & Tender No.- CDACP/HPCMBA-TMAMC/25-26/439**

Dear Sir,

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

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

The undersigned is authorized to issue such authorization on behalf of us. For M/s____(Name of the bidder)

Signature and company seal Name

Designation Email Mobile No.



**ANNEXURE-C: PROFORMA OF BANK GUARANTEE
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)**

**Centre for Development of Advanced Computing
Innovation Park, PANCHAVATI, Pashan Road,
Pune - 411008**

BANKS GUARANTEE NO:

DATE:

Dear Sir(S)

This has reference to the Purchase Order No. _____ Dated _____ been placed by Centre for Development of Advanced Computing(C-DAC), Pune on M/s _____ (Name & Address of vendor) **Operations and onsite AMC on Telemedicine sites.**

The conditions of this order provide that the vendor shall,

1. Arrange for the onsite AMC service support towards the items specified in Contract / order.
2. Arrange for the operations and allied services as stipulated in said Contract/ Order.

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

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

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

This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever the that C-DAC may now or at any time have in relation to its claims or the supplier's obligations/liabilities under and / or in connection with the said contract and C-DAC shall have the full authority to take recourse to or enforce this undertaking guarantee



in preference to the other undertaking or security (ies) at its sole discretion and no failure on the part of C-DAC in enforcing or requiring enforcement of any other undertaking or security shall have the effect of releasing the bank from its full liability hereunder.

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

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

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

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

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

You right to recover the said sum of Rs. _____/-



(Rupees

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

The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said M/s

(Name of Vendor) but shall in all respects and for all purposes be binding and operative until payment of all dues to C-DAC in respect of such liability or liabilities.

Our liability under this guarantee is restricted to Rs. _____/-
(Rupees

_____ Only). Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

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

Notwithstanding anything contained herein:

- A. Our liability under this guarantee shall not exceed Rs _____ (in words)
- B. This bank guarantee shall be valid up to **18 months** from date of submission & unless a suit for action to enforce a claim under guarantee is filed against us within **six months** from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after **six months** from the date of expiry of this Bank guarantee
- C. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before _____
- D. The Bank guarantee will expire on (Min 02 months from the date of successful delivery of services in the order) _____

Granted by the Bank

Yours faithfully, For (Name of Bank)

SEAL OF THE BANK

Authorized Signatory



ANNEXURE-D: EMD DECLARATION
(ON COMPANY'S LETTERHEAD)
(Only for MSE & Startup in case of availing Exemption)

Date:

To:

The Centre Head,

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

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

Dear Sir,

We, the undersigned, offer **to carry out onsite AMC of devices, operational Services, and listed obligations** as per tender **at project locations**, in response to your Tender No- GEM Bid no. & Tender No- CDACP/HPCMBA-TMAMC/25-26/439.

We are hereby submitting our proposal for same, which includes Technical bid and the Financial Bid. As a part of eligibility requirement stipulated in said tender document, we hereby submit a declaration in lieu of Earnest Money Deposit (EMD), as given below:

1. Our bid (including commercial bid) shall remain valid for **120-days** from the date of submission and that we will not withdraw or modify our bid during the validity period,
2. In case, we are declared as successful bidder and an order is placed on us, we will submit the acceptance in writing within **7 days** of placement of order on us.
3. In case, we are declared as successful bidder and an order is placed on us, we undertake, to submit a Security Deposit of **3% of the order value**, as per terms stipulated in the tender.
4. In case of failure on our part to comply with any of the above said requirements, we are aware that we shall be declared as un-eligible for said tender and /or debarred from any future bidding process of C-DAC for a period of minimum one year.
5. We hereby certify that my/ our firm has not been disqualified and / or blacklisted by any Office/ Department/ Undertaking of the State Government / Central Govt. of India, PSU/ Autonomous Body of Government of India, at the time of submission of this bid.
6. The undersigned is authorized to sign this undertaking.

Yours sincerely,

Authorized Signatory:
Name and Title of Signatory:
e-mail:
Mobile No:



ANNEXURE-E: CERTIFICATE/UNDERTAKING FROM BIDDER
(ON COMPANY'S LETTERHEAD)

To:
The Centre Head,
C-DAC, Pune – 411008

Ref: Tender No. – GEM Bid no. & Tender No.CDACP/HPCMBBA-TMAMC/25-26/439

We hereby certify that the Services being offered by us vide our proposal, comply with the provisions of order No. Order No P-45021/2/2017-PP (BE-II), dated 16th Sept 2020 in line with Class-I/Class-II Local supplier issued by Public Procurement Division, Department of Investment and Internal Trade, Ministry of Commerce, GoI.

We have read the clause mentioned in Order (Public Procurement No.4) Ref. OM No.F.7/10/2021-PPD (1) of Public Procurement Division, Department of Expenditure, Ministry of Finance dated 23.02.2023 and further Order/OMs regarding restrictions on procurement from a bidder of a country which shares a land border with India.

In view of this, we certify that,

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

OR

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

(Delete whatever is not applicable)

For (Name of Bidder)

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



ANNEXURE-F: Sites / Locations for Telemedicine

(A) TRC locations/sites (02 locations)

1. Noida, UP
2. Vindhyachal, Singrauli, MP

(B) RTC locations/sites (13 locations)

1. Gadarwara, MP
2. Nabinagar, Aurangabad, Bihar (Site-1)
3. Rammam, Sikkim
4. Barauni, Begusarai, Bihar
5. Farakka, West bengal
6. Kahalgaon, Bihar
7. Khargone, MP
8. Koldam, Bilaspur, HP
9. Lara, Raigarh, Chhattisgarh
10. Kanti, Bihar
11. Nabinagar, Aurangabad, Bihar (Site-2)
12. Pakri Barwadih, Hazari bagh, Jharkhand
13. Talaipalli, Kanchanpur, Chhattisgarh

(C) Datacentre (01 location)

1. Noida, UP



ANNEXURE-G: Devices for onsite AMC

1. At each Telemedicine Referral Centre (TRC): 02 TRCs as per Sr No. 01 to 02 under Section-A of Annexure-F

S. No	ITEM	QTY	SPECIFICATIONS	Make & Model
1	Desktop PC with 3rd Party Software in Telemedicine Room	2	Intel Core i5 8 th Gen 8500 Processor, 4GB RAM, 1 TB HDD, DVD R/W, 21.5" LED Monitor, USB key board & mouse, Windows 10 Professional, MS Office, Antivirus and accessories	Dell, Optiplex 5060MT Desktop
2	IP VCS Multi-Point	1	HD Multiparty Video Conferencing System to Connect 5 (1+4) Centres on IP with data solution facility, with camera, MIC 02 Nos and accessories	SONY, PCS-XG 77
3	TV	1	42" Full HD display and accessories	Panasonic, LH43 RM1-DX
4	Printer	1	A4 laser B&W, 600 x 600 dpi resolution with 14 pages / minute print speed or equivalent, with accessories	HP, Laserjet 1020 Plus
5	Film Scanner	1	A3 Film SCANNER, with transparent media adapter and accessories	EPSON, EXPRESSION 12000 XL EPSON, EXPRESSION Transparent Media Adapter
6	Switch	1	16 port Switch with 100/1000 Mbps Ethernet support or higher with accessories	D-LINK, DGS-1016A
7	UPS	1	2 KVA UPS system with 65AH 06 batteries for 3 – 4 hrs battery backup, Battery Stand	NUMERIC, Onfinity FMI
8	Wi-Fi router and cabling for VSM	1	802.11n Wireless with at least 300Mbps transmission rate with accessories	TP-Link, TL-WR840N
9	Desktop PC with touch monitor and 3rd Party Software in Telemedicine Room	1	21.5" FHD 1920x1080 IPS Touch, IR-Camera, Integrated Graphics, 130W Adapter Intel Core i5 10500T Optiplex All-in-One Touch Panel, 8GB (1x8GB) DDR4 non ECC memory No Optane 2.5 inch 1TB 7200 rpm SATA Hard Disk Drive Optiplex All-in-One basic Stand, MS 116 wired Mouse Black, Wired Keyboard KB 216 Black, (English)-US International Windows 10 Pro-(64 bit) English OS-Winodws Media not included, MS Office Business 2019 (desktop), Antivirus, other accessories	Dell Optiplex 3280 All-in-one XCTO 3280 AIO



2. At Remote Telemedicine Centre (RTC)

a. 03 RTCs as per Sr No. 01 to 03 under Section-B of Annexure-F

S. No	ITEM	QTY	SPECIFICATIONS	Make & Model
1	Desktop PC with 3rd Party Software in Telemedicine Room	1	Intel Core i5 8 th Gen 8500 Processor, 4GB RAM, 1 TB HDD, DVD R/W, 21.5" LED Monitor, USB key board & mouse, Windows 10 Professional, MS Office, Antivirus and accessories	Dell, Optiplex 5060MT Desktop
2	IP VCS Point-to-Point	1	HD Point to point Video Conferencing System to connect on IP with Camera, 01 MIC and accessories	SONY, PCS-XC1
3	TV	1	32" Full HD display and accessories	Panasonic, LH32 RM1-DX
4	Printer	1	A4 laser B&W, 600 x 600 dpi resolution with 14 pages / minute print speed or equivalent, with accessories	HP, Laserjet 1020 Plus
5	Film Scanner	1	A3 Film SCANNER, with transparent media adapter and accessories	EPSON-EXPRESSION 12000 XL, EPSON-EXPRESSION Transparent Media Adapter
6	Switch	1	8 port Switch with 100/1000 Mbps Ethernet support or higher with accessories	D-LINK, DGS-1008A
7	UPS	1	1 KVA UPS system with 65AH 03 batteries for 3 – 4 hrs battery backup, Battery Stand	Numeric, Onfinity FMI / Microtek, Online UPS
8	Wi-Fi router and cabling for VSM	1	802.11n Wireless with at least 300Mbps transmission rate with accessories	TP-Link, TL-WR840N

b. 10 RTCs as per Sr No. 04 to 13 under Section-B of Annexure-F

S. No	ITEM	QTY	SPECIFICATIONS	Make & Model
1	Desktop PC with 3rd Party Software in Telemedicine Room	1	Intel Core i5- 10500 Processor/No Media card reader 8GB (1x8GB) DDR4 non-ECC memory, 3.5 inch 1TB 7200 rpm SATA Hard Disk drive /8x DVD±RW 9.5 mm Optical Disk Drive Cyber link Software for Windows 10 without media /MS 116 Wired Mouse Black/ Wired keyboard KB216 Black (English –US International Windows 10 pro (64bit) English), 260W up to 85% efficient Power Supply (80Plus Bronze), 22" LED monitor, MS Office	Dell Optiplex 3080 Tower Desktop



			Home & Business OEM Pack, Antivirus, with accessories	
2	IP VCS Point-to-Point	1	HD Point to point Video Conferencing System to connect on IP with camera, mic, and accessories	Panasonic, CODEC-KX-VC1000SX, Microphone-KX-VCA002, Camera -KX-VD170SX,
3	TV	1	43" Full HD display with swivel wall mount with accessories	Panasonic
4	Printer	1	Print only/Print speed up to 20 ppmk (Black)/ Duty cycle USB with accessories	HP, Neverstop Laser 1000A
5	Film Scanner	1	A3 Film SCANNER, TWAIN compliant, with transparent media adapter and accessories	EPSON-Expression 12000 XL Scanner, EPSON-Expression 1200 XL A3 Transparent Media Adapter
6	Switch	1	8 port Switch with 100/1000 Mbps Ethernet support or higher with accessories	D-LINK, DGS 1008A
7	UPS	1	Numeric 1 KVA (1Ph-Ph) ONFINITIFM IGBT based UPS with 12V 100AH- 3 nos SMF Batteries and with battery open rack with standard accessories	NUMERIC, ONFINITIFM GBT
8	Wi-Fi router and cabling for VSM	1	802.11n Wireless with at least 300Mbps transmission rate with accessories	TP-Link, TL-WR840N
Clinical/Medical Equipment				
9	Vital sign monitor device	1	Multi parameter device supported by Mercury Nimbus Software. Capturing - ECG, BP, SPO2, Pulse & Temperature with cords and other accessories	NASAN Medical Electronics Ltd, TELECARDIA

3. At 01 Data Centre as per S. No. 01 under Section-C of Annexure-F

S. No	ITEM	QTY	SPECIFICATIONS	Make & Model
1	Application Server	1	2 x Intel XEON Silver 4110 processor, (11M Cache, 2.1Ghz), 16 DIMMS 2X 8GB RAM DDR4, 2.5" Chassis with Up to 8 Hot controller, 2GB NV, DVD Writer , 4x 1TB 7.2k RPM SATA 6Gbps 512n 2.5in Hot Plug Hard Drive, IDRAC9, Enterprise, 2 X RPS Inbuilt (550W), USB keyboard & mouse, 21.5" MONITOR. with Antivirus	Dell, Power Edge R440 1U Rack Server
2	Storage Server	1	Rack Intel XEON E3-1220 V6 3.9Ghz, 8M cache, 4C/4T, Turbo(72W) Chassis with up to 4, 3.5" Hot Plug Hard Drive, 2 X 8GB RAM	Dell, EMC NX 430



			RDIMM, 2666MT/s, 4 x 2 TB 7.2K RPM SATA 6Gbps 3.5in Hot Plug Hard Drive PERC H730P RAID Controller, 2GB NV Cache, Mini Card R/W DVD –ROM, USB External Dual, Hot Plug Redundant Power Supply (1+1), 350W Broadcom 5720QP 1Gb Network card, Windows Storage Servers 2016 Standard, USB keyboard & mouse, 21.5" MONITOR with Antivirus	Storage Server
3	Desktop PC with 3rd Party Software in Server Room	1	Intel Core i5 8 th Gen 8500 Processor, 4GB RAM, 1 TB HDD, DVD R/W, 21.5" LED Monitor, USB key board & mouse, Windows 10 Professional, MS Office, Antivirus	Dell, Optiplex 5060MT Desktop



ANNEXURE-H: Breakup of Quotation

Sl. No.	Item Description	Qty.	Unit	Unit Price Rs.	GST %	Total without GST Rs.	Total With GST Rs.
1	2	3	4	5	6	7	8
1.00	Annual Maintenance services for items mentioned at Annexure-G, for a period of one year						
1.01	Quarterly AMC charges for TRC at Nodia, UP	4	per quarter				
1.02	Quarterly AMC charges for TRC at Vindhyachal, Singrauli, MP	4	per quarter				
1.03	Quarterly AMC charges for RTC at Gadarwara, MP	4	per quarter				
1.04	Quarterly charges for RTC at. Nabinagar, Bihar (Site-1)	4	per quarter				
1.05	Quarterly AMC charges for RTC at Rammam, Sikkim	4	per quarter				
1.06	Quarterly AMC charges for RTC at Barauni, Begusarai, Bihar	4	per quarter				
1.07	Quarterly AMC charges for RTC at Farakka, West bengal	4	per quarter				
1.08	Quarterly AMC charges for RTC at Kahalgaon, Bihar	4	per quarter				
1.09	Quarterly AMC charges for RTC at Khargone, MP	4	per quarter				
1.10	Quarterly AMC charges for RTC at Koldam, Bilaspur, HP	4	per quarter				
1.11	Quarterly AMC charges for RTC at Lara, Raigarh, Chhattisgarh	4	per quarter				
1.12	Quarterly AMC charges for RTC at Kanti, Bihar	4	per quarter				
1.13	Quarterly AMC charges for RTC at Nabinagar, Bihar (Site-2)	4	per quarter				
1.14	Quarterly AMC charges for RTC at Pakri Barwadih, Jharkhand	4	per quarter				
1.15	Quarterly AMC charges for RTC at Talaipalli, Chhattisgarh	4	per quarter				



1.16	Quarterly AMC charges for Data Centre at Noida, UP	4	per quarter				
2.00	Operations for TRC and RTC sites for a period of one year						
2.01	Quarterly operation charges for TRC at Noida, UP	4	per quarter				
2.02	Quarterly operation charges for TRC at Vindhyachal, Singrauli, MP	4	per quarter				
2.03	Quarterly operation charges for RTC at Gadarwara, MP	4	per quarter				
2.04	Quarterly operation charges for RTC at Nabinagar, Bihar (Site-1)	4	per quarter				
2.05	Quarterly operation charges for RTC at Rammam, Sikkim	4	per quarter				
2.06	Quarterly operation charges for RTC at Barauni, Begusarai, Bihar	4	per quarter				
2.07	Quarterly operation charges for RTC at Farakka, West bengal	4	per quarter				
2.08	Quarterly operation charges for RTC at Kahalgaon, Bihar	4	per quarter				
2.09	Quarterly operation charges for RTC at Khargone, MP	4	per quarter				
2.10	Quarterly operation charges for RTC at Koldam, Bilaspur, HP	4	per quarter				
2.11	Quarterly operation charges for RTC at Lara, Raigarh, Chhattisgarh	4	per quarter				
2.12	Quarterly operation charges for RTC at Kanti, Bihar	4	per quarter				
2.13	Quarterly operation charges for RTC at Nabinagar, Bihar (Site-2)	4	per quarter				
2.14	Quarterly operation charges for RTC at Pakri Barwadih, Jharkhand	4	per quarter				
2.15	Quarterly operation charges for RTC at Talaipalli, Chhattisgarh	4	per quarter				
Total in Words (.....)							



Breakup for AMC: Equipment wise at each location

1. At each Telemedicine Referral Centre (TRC): 02 TRCs as per Sr No. 01 to 02 under Section-A of Annexure-F

S. No	ITEM	Qty.	Unit	Unit Price Rs.	GST %	Total without GST Rs.	Total With GST Rs.
1	Desktop PC with 3rd Party Software in Telemedicine Room	2					
2	IP VCS Multi-Point	1					
3	TV	1					
4	Printer	1					
5	Film Scanner	1					
6	Switch	1					
7	UPS	1					
8	Wi-Fi router and cabling for VSM	1					
9	Desktop PC with touch monitor and 3rd Party Software in Telemedicine Room	1					

2. At Remote Telemedicine Centre (RTC)

a. 03 RTCs as per Sr No. 01 to 03 under Section-B of Annexure-F

S. No	ITEM	Qty.	Unit	Unit Price Rs.	GST %	Total without GST Rs.	Total With GST Rs.
1	Desktop PC with 3rd Party Software in Telemedicine Room	1					
2	IP VCS Point-to-Point	1					
3	TV	1					
4	Printer	1					
5	Film Scanner	1					
6	Switch	1					
7	UPS	1					
8	Wi-Fi router and cabling for VSM	1					

b. 10 RTCs as per Sr No. 04 to 13 under Section-B of Annexure-F

S. No	ITEM	Qty.	Unit	Unit Price Rs.	GST %	Total without GST Rs.	Total With GST Rs.
1	Desktop PC with 3rd Party Software in Telemedicine Room	1					
2	IP VCS Point-to-Point	1					
3	TV	1					
4	Printer	1					
5	Film Scanner	1					



6	Switch	1					
7	UPS	1					
8	Wi-Fi router and cabling for VSM	1					
Clinical/Medical Equipment							
9	Vital sign monitor device	1					

3. At 01 Data Centre as per S. No. 01 under Section-C of Annexure-F

S. No	ITEM	Qty.	Unit	Unit Price Rs.	GST %	Total without GST Rs.	Total With GST Rs.
1	Application Server	1					
2	Storage Server	1					
3	Desktop PC with 3rd Party Software in Server Room	1					



Annexure-I

(To be executed on stamp paper of appropriate denomination duly notarised and applicable for all tenders of value above Rs.1 Crore)

INTEGRITY PACT

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

By and Between

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

and

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

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

Preamble

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

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



mentioned above.

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

Section 1 Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following:-
 - a) No employee of the Principal, personally or through relatives or any other person, will in connection with the tender, or for the execution of the Contract, demand, promise or accept for himself/herself or any third person, any material or immaterial benefit or any other advantage from the bidder/s or contractor/s which he/she is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder/s and Contractor/s with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder/s and contractor/s the same information and will not provide to any bidder/s or contractor/s additional/confidential information through which the bidder/s and contractor/s could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion and the same is prima facie found to be correct in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case while such enquiry is being conducted by the Principal, the proceedings under the contract shall not be stalled.

Section 2 Commitments of the Bidder/ contractor

- 1) The Bidder / Contractor commits to take all measures necessary to prevent corrupt practices, unfair means and illegal activities. He commits himself to observe the following during his participation in the tender process and during the contract execution:
 - a) The Bidder / Contractor undertakes that he/she has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal, for which



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

- b) The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal, for which benefit etc. he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract
- c) The Bidder / Contractor will not enter into any agreement or understanding with other Bidders in connection with the bid, including but not limited to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- d) The Bidder / Contractor will not commit any offence under the relevant provisions of Anti-Corruption Laws of India/Indian Penal Code, 1860, Information and Technology Act, 2000, Competition law or any other relevant laws, enactments, rules and regulations. Further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The Bidder / Contractor also undertakes to exercise due and adequate care of any such information so divulged.
- e) The Bidder / Contractor further confirms and declares to the Principal that the Bidder / Contractor is the original manufacturer / integrator / authorised government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder / Contractor, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- f) The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to make or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and the details of the services agreed upon for such payments.
- g) The bidder(s)/ contractor (s) of foreign origin shall disclose the name and address of agents and representatives in India related to this tender.



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

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

Section 3

Disqualification from tender process and exclusion from future contracts



- 1) If the Bidder, before the Contract is awarded, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question:
 - a) the Principal is entitled to disqualify the Bidder from the tender process or to terminate the Contract, if already signed, for such reason.
 - b) the Principal is entitled to exclude the Bidder / Contractor from participating in future contracts/tenders. The imposition and duration of the exclusion will be determined by the Principal based on the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Contractor and the amount of the damage. The exclusion will be imposed for a minimum of six (6) months and maximum of three (3) years.
- 2) An act/omission would be treated as a transgression after due consideration of the available evidence by the Principal.
- 3) The Bidder / Contractor accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such disqualification/exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision of disqualification/exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- 4) If the Bidder / Contractor can prove that he has restored the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the aforesaid disqualification/exclusion prematurely.

Section 4

Compensation for Damages

- 1) Without prejudice to any rights that may be available to the Principal under any law or the contract or its laid down policies and procedures, the Principal shall have the following rights in case of breach of this Pact by the Bidder/Contractor:
 - a) To forfeit the Earnest Money/Bid Security if the Bidder is disqualified from the tender process prior to the award in terms of Section 3;
 - b) To forfeit/invoke the Security Deposit/ Performance Bank Guarantee if the Principal has either terminated or is entitled to terminate the Contract of the Bidder in terms of Section 3.
 - c) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder / Contractor.



- d) To immediately cancel the contract, if already signed, without giving any compensation to the bidder / contractor. The Bidder / Contractor shall be liable to pay the compensation for any loss or damage to the Principal resulting from such cancellation / rescission and the Principal shall be entitled to deduct the amount so payable from the amount due to the Bidder / Contractor.
- e) To recover all sums already paid by the Principal, with interest at ___% @ p.a. if any outstanding payment is due to the Bidder / Contractor from the Principal in connection with any other contract, such outstanding payment could also be set off to recover the aforesaid sum and interest.
- f) To recover all sums paid in violation of this Pact by the Bidder / Contractor to any middleman or agent or broker with a view to securing the contract.

Section 5

Previous transgression

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

Section 6

Equal treatment of all Bidders / Contractors / Subcontractors

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

Section 7

Independent External Monitor / Monitors



- 1) The Principal appoints competent and credible Independent External Monitor as nominated and approved by the Central Vigilance Commission. The task of the IEM is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Pact. The IEM would be required to sign 'Non- Disclosure Agreements' 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 Chairperson of the Board of the Principal and recuse himself/herself from that case.
- 2) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal. The IEM would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 3) The Bidder / Contractor accepts that the IEM has the right to access, without restriction, all Project documentation available with the Principal including the documents/ records/ information provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the documents/ records/ information of the Bidder/Contractor/ Subcontractor with confidentiality.
- 4) The Principal will provide to the IEM sufficient information about all meetings among the parties related to the Project provided that such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor. The Parties will offer to the IEM the option to participate in such meetings.
- 5) As soon as the IEM notices, or suspects, a violation of this Pact, he will inform the Management of the Principal and request the Management to discontinue or rectify the violation, or take any other relevant action. The IEM can in this regard submit nonbinding recommendations. Beyond this, the IEM has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to the Bidder / Contractor to present his case before making its recommendations to the Principal.
- 6) The IEM is expected to tender their recommendation on all the complaints within 30 days of their receipt, to the Chairperson of the Board of the Principal. Further,



should the occasion arise, the IEM may submit proposals for correcting problematic situations.

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

Section 8 Pact Duration

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

Section 09 Other provisions

- 1) This Pact is subject to Indian Laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Pune. The Arbitration clause provided in the main tender document / contract shall be applicable to any issue / dispute arising under this Pact.
- 2) If the Contractor is a partnership or a consortium, this Pact must be signed by all partners or consortium members.
- 3) In case of any allegation of violation of any provisions of this Pact or payment of commission etc. the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder / Contractor and Bidder / Contractor shall provide necessary information and documents and shall extend all possible help for the purpose of such examination.
- 4) If one or several provisions of this Pact are held to be invalid/unenforceable, the remainder of this Pact shall remain valid as though the invalid or unenforceable



parts had not been included herein. In this case, the parties will strive to come to an agreement to their original intentions.

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

For the Principal

Place -----

Date -----

For the Bidder / Contractor

Witness 1 : -----

Witness 2: -----

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