

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	20-02-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	20-02-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Electronics And Information Technology
Department Name/विभाग का नाम	Department Of Electronics And Information Technology
Organisation Name/संगठन का नाम	Centre For Development Of Advanced Computing (c-dac)
Office Name/कार्यालय का नाम	Chennai
Total Quantity/कुल मात्रा	172
Item Category/मद केटेगरी	Perpetual License , Perpetual License for Development and Testing , Manpower , Training , Support
BOQ Title/बीओक्यू शीर्षक	Procurement of On Premises Low Code OR No Code Platform Software and Services
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	135 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	135 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance/विगत प्रदर्शन	50 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Perpetual License
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	45000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	62

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Centre Head
C-DAC, Tidel Park, 8th Floor, D Block (N&S), Tharamani, Chennai - 600113
(C-dac, Chennai)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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Details of the Competent Authority for MSE

Name of Competent Authority	Dr D Ethirajan
Designation of Competent Authority	Centre Head
Office / Department / Division of Competent Authority	C-DAC, Chennai
CA Approval Number	CDAC/CHN/LCNC/INTERNAL/02
Competent Authority Approval Date	30-01-2024
Brief Description of the Approval Granted by Competent Authority	MSE purchase preference is not possible to extend as the subject BOQ purchase is not a divisible solution. Therefore, 50% relaxation in turnover is kept for MSE & Start-ups.

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product

during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

6. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
08-02-2024 10:00:00	Online Video Conference https://sangoshthee.cdac.in/lcncchn

Perpetual License

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Karthikeyan P	600113,C-DAC Tidel Park 8th Floor D block Taramani	7	15

Perpetual License For Development And Testing

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Karthikeyan P	600113,C-DAC Tidel Park 8th Floor D block Taramani	2	15

Manpower

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
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BOQ Detail Document[View File](#)

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Karthikeyan P	600113,C-DAC Tidel Park 8th Floor D block Taramani	3	365

Manpower

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ**Specification Document**[View File](#)**BOQ Detail Document**[View File](#)

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Karthikeyan P	600113,C-DAC Tidel Park 8th Floor D block Taramani	5	730

Training

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Karthikeyan P	600113,C-DAC Tidel Park 8th Floor D block Taramani	150	730

Support

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Karthikeyan P	600113,C-DAC Tidel Park 8th Floor D block Taramani	5	1825

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

C-DAC
Tidel Park, 8th Floor,
D Block (N&S)
Tharamani
Chennai - 600113

3. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

5. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

6. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

7. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates

(whichever is lower), subject to the maximum of quoted GST %.

8. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

9. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

10. OEM

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

11. Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

12. Generic

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

(i) Inhibit the desires and designed function of the equipment.

(ii) Cause physical damage to the user or equipment during the exploitation.

(iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

13. Generic

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

14. Financial Criteria

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

15. Past Project Experience

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.
Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

16. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

17. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

18. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

19. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

20. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.

10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



प्रगत संगणन विकास केंद्र (सी-डैक)

Centre for Development of Advanced Computing (C-DAC)

(इलेक्ट्रॉनिक्स और सूचना प्रौद्योगिकी मंत्रालय (MeitY), भारत सरकार की एक वैज्ञानिक संस्था)

(A Scientific Society of the Ministry of Electronics & Information Technology (MeitY), Government of India)

Tidel Park, 8th Floor, 'D' Block (North & South), No.4 Rajiv Gandhi Salai,
Taramani,
Chennai- 600113, Tamil Nadu (India)

**e-Tender
for
Procurement of On-Prem Low-Code / No-Code Platform
Software & Services**

Dated: 30 Jan 2024

The bidder should serially number and sign every page of his bid right from the first page to the last including all Annexures / Enclosures / Attachments.

Also, each page of the Tender Document should also be signed to confirm that the bidder assimilated the contents of every page of the Tender Document. All these documents are the integral part of the bid to be submitted by the prospective bidder.

Section I - Eligibility Criteria

The bidder shall satisfy the following pre-qualification criteria. Bids not complying with eligibility criteria, as enumerated below, will summarily be rejected. This section is in addition to and mandatory over the existing Eligibility Criteria as per GeM.

S No	Clause	Documents Required
1	The Bidder should be a proprietorship firm / partnership firm / registered company under Company Registration Act of India 1956, engaged in trade or business of IT/ITES as on the date of issue of the Notice Inviting Tender. The Bidder should have been operational in India for at least 03 years as on date of submission of bids.	1. Certification of Incorporation/ Registration 2. OEM Authorization / Declaration Letter.
2	The Bidder shall submit their valid PAN, GST and TAN.	Valid copy of certificates.
3	The Bidder must have an Average Annual financial turnover during the last 3 years, ending 31 March 2023, should be at least ₹ 1.35 Cr.	1. Valid documentary proof of (OEM & Bidder): Audited and Certified Balance Sheet & Profit/Loss Account of the 3 Financial Years OR Turnover certificate duly certified by registered CA. 2. Acknowledgement of Income Tax Return for last 3 Financial Years.
4	The Bidder should not be blacklisted by Central or any State government or Public Sector undertakings as on the date of Notice Inviting Tender / Bid Submission.	Valid documentary proof of: A signed copy of the undertaking with a seal. Annexure 1
5	Bidder must have authorised partnerships with the software's OEM(s) proposed, valid as on date of submission of bid.	OEM Authorization Letter. Bidders shall also provide a certificate from the OEM(s) to support the product(s) for at least 05 years from the date of contract.
6	There shall not be any incident of breach, hacking, data leak, data theft from the Low-Code Application Platform in the last 5 years.	Self-Certification from the authorized signatory of the bidder/ OEM that there are no incident of breach, hacking, data leak, data theft from the Low-Code Application Platform in the last 5 years ending 31/12/2023
7	Bidder should be a Class I / Class II local supplier. Refer OM No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 issued by the Ministry of Commerce and Industry Government of India regarding Public Procurement (Preference to Make in India), Order 2017.	Self certification as per Annexure 6 The local content calculation needs to be done as per the guidelines/clarification given in the OM no. P-45014/19/2021-BE-II (E-54692) dated 02.11.2022 issued by the Ministry of Commerce and Industry, Government of India. MII local content will be calculated based on the overall solution.
8	Bidder should have executed similar work as per Section II.	Documentary Proofs as per Section II.

Note: MSE & Start-ups purchase preference is not possible to extend as the subject BOQ purchase is not a divisible solution. Therefore, 50% relaxation in turnover is kept for MSE & Start-ups. The supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

**Section II - Similar Work**

Similar Work. The prospective bidders who have deployed the on-prem low-code / no-code platform software and services satisfying the conditions as tabulated below, can quote it as **Similar Work**.

Description (Similar Work)	Documentary Proofs Required
On-Prem Low-Code / No-Code Platform Software shall have at least one entity with 4000 users.	Copy of proof/certifications. Self-Certification from the authorized signatory of the bidder / Work Orders / Work Completion Certificate issued by the Buyer / Proof of payment.
On-Prem Low-Code / No-Code Platform Software shall have at least one entity with 500 and above workflow instances.	

Experience of having successfully completed **similar works** during the last 5 years as on 31 Dec 2023 will be evaluated as follows :-

Number of Similar Work Completed in last 5 years - At Least 01 single order	Minimum Order Value (₹) 1,12,50,000/-
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Note: MSE & Start-ups purchase preference is not possible to extend as the subject BOQ purchase is not a divisible solution. Therefore, 50% relaxation in turnover is kept for MSE & Start-ups. The supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

Section III - Additional Terms & Conditions of the Contract

C-DAC Chennai, invites online bids from eligible bidders for Procurement of On-Prem Low-Code / No-Code Platform Software & Services (Statement of work is attached as **Section VII**). The duration of the overall contract is **05 Yrs** from the date of generation of contract through GeM. This section is in addition to and mandatory over the existing Terms & Conditions as per GeM.

1. Authorization Signatory Letter from owner of the firm designating/authorizing his official to sign tender documents on his behalf.
2. Bidder shall submit the OEM annual turnover certificate.
3. Particulars of bidder as per **Annexure 3**.
4. Sample Price bid (without rates) as per **Section V** as acceptance of Terms and Conditions of Financial bid.
5. **Bid Security Declaration.** The bidder should submit "Bid Security Declaration Form" as per specified format at **Annexure 2**.
6. The proforma for the compliance matrix is as per **Annexure 8**. The bidder shall submit the duly filled **Annexure 8**. Bids without duly filled **Annexure 8**, will summarily be rejected.
7. The bidders should enclose authenticated copies of the required documents (duly signed by authorised signatory of the firm) as per this Tender Document. C-DAC Chennai reserves the right to reject the bid if any of the above listed document/s is/are not submitted at the time of Bidding.
8. Please do not mention rates anywhere in the technical bid/Sample Price Bid (**Section V**). If the price quoted is found mentioned in the technical bid the tender will be rejected. No request will be entertained in this matter at any stage of the bidding process.
9. This procurement is a combination of product & services. Therefore, "Financial Evaluation will be on Composite/Totality Basis" in order to select a single vendor for the complete tender requirement. There will not be a separate price comparison of each line of item.
10. Make in India Purchase Preference shall be given for Class I & II. GeM portal mandates to furnish the local contents for Class I / Class II supplier for each line of items in this BoQ bid. However, due to the nature of procurement and the associated requirement, the local content will be calculated on the overall solution.
11. A duly constituted Technical Evaluation Committee (TEC) will evaluate the received technical bids against the notified parameters/criteria and supporting documentary proofs. Minimum marks to qualify technical evaluation is 75.
12. Financial bids of the bidder(s), not cleared by TEC will be considered as not qualifying the technical evaluation, and will not be opened.
13. The Technically Qualified Bidder with the LI would be declared as the successful Bidder. Detailed methodology to be followed is given at **Section VI**.
14. The bidder shall bear all costs associated with the preparation and submission of his bid and C-DAC will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
15. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required in the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

16. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.
17. In case bidders have any query regarding tender, bidder shall seek clarification through email to beenan@cdac.in, 02 days before the notified date for seeking clarifications / pre-bid meeting. Any clarification(s) sought post specified date, will not be entertained.
18. All the documents uploaded should be legible and clear. All the documents uploaded should bear the signature of authorized signatory.
19. Bidders 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 on each Page.
20. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.
21. Incomplete, Conditional bids/offers will summarily be rejected.
22. C-DAC, Chennai may terminate the contract if it is found that the agency is black listed on previous occasions by any of the Departments / Institutions / Local bodies / Municipalities / Public Sector Undertakings, etc.
23. If price is mentioned in the “Technical Bid” it will lead to rejection of the bid.
24. Bidders should take into account the corrigendum published on GeM Portal from time to time before submitting the online bids. No separate communications will be sent in this regard, by C-DAC or any other office.
25. C-DAC reserves the right to amend the eligibility criteria, financial terms & conditions, Scope of Supply, technical specifications etc., after due notification/ corrigendum.
26. C-DAC reserves the right to cancel the entire tender/process without assigning any reasons therefore at any stage of tendering before awarding the contract or after awarding the contract also.
27. **Corrupt or Fraudulent Practices.** It is expected that the bidders who wish to bid against this tender have the highest standards of ethics. C-DAC will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract; C-DAC may declare a Vendor(s) ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the Vendor(s) has engaged in corrupt and fraudulent practices during the award / execution of contract.
28. **Arbitration.** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussion. Any dispute, disagreement or question arising out of or relating to contract or relating to product/service or performance, which cannot be settled amicably, shall be resolved by arbitration in accordance with procedure of Indian Arbitration and Conciliation Act, 1996. C-DAC, Chennai has full right to appoint an arbitrator as per prevailing Law of Arbitration.
29. **Force Majeure.** If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations

under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more, either party may at its option terminate the contract.

- 30. Jurisdiction of Court.** The disputes, legal matters, court matters, if any shall be subject to **Chennai** jurisdiction only.
- 31. Correspondence.** E-mail correspondence should not be taken as a substitute for any official signed hardcopy correspondence in all important documents such as but not limited to financial and performance related documents.
- 32. Agreement with other Organization(s).** The Vendor(s) shall not use C-DAC's name with any other party nor permit the use of any services of C-DAC. Violation of this agreement and notwithstanding anything to the contrary this agreement shall ipso facto stand terminated.
- 33. Performance Bank Guarantee.** The successful bidder is required to submit a bank guarantee for an amount equivalent to **5%** of order value. The PBG should be valid upto 05 Years & 02 Months from the date of contract.
- 34. Consortium** is not allowed.
- 35.** Any violation in the terms of Agreement would lead to disqualification and the Vendor shall be blacklisted.
- 36. Contract.** Auto Contract Shall be generated through GeM System and in addition a separate contract shall be signed with the selected vendor by mentioning all tender terms & conditions with standard SLA (**Annexure 7**) considering service period of 5 Years.

Confidentiality.

- 37.** Vendor shall be bound by The Official Secrets Act, 1923 and immediately after execution of this Addendum; Vendor shall furnish the undertaking to that effect.
- 38.** For the purpose of Confidentiality, it includes their Directors/ Promoters/ Employees of Vendor and the terms and conditions of the confidentiality shall be applicable to them. Vendor shall seek the required non-disclosure Agreements from all the concerned persons and provide the copies of the same to C-DAC as and when required.
- 39.** Vendor shall be solely responsible if there is any infringement of confidentiality with respect to data/ information. Vendor shall solely be liable to C-DAC to make good the entire financial losses and legal responsibilities under relevant and applicable laws.
- 40.** C-DAC reserves rights to recover any loss, damage caused due to the infringement by Vendor as mentioned above.

Interpretation of Clause.

- 41.** For any interpretation of the above terms and conditions or in the event of any dispute arise out or in connection with this agreement or any matter relating to the clauses of this Tender Document, the same shall be referred to the Centre Head, C-DAC, Chennai whose decision will be final and binding on the Vendor(s).
- 42.** Centre Head, C-DAC Chennai holds the right to alter the specifications and terms & conditions, if any.

Section IV - Payment Terms

This section is in addition to and mandatory over the existing clauses as per GeM. No advance payment will be made. The payment for respective category mentioned in Price-Bid will be regulated as follows :

S No	Description/Category	Basis of payment
1	Within 15 days on Receipt of licenses and User acceptance certificate; and Performance Bank Guarantee	100% of the License cost
2	Training (150 Hrs) on completion of: A. 50 Hrs B. 100 Hrs C. 150 Hrs	A. 30% of the training cost B. 30% of the training cost C. 40% of the training cost
3	Manpower - Half yearly	Based on actuals
4	Support - Yearly	20% of the support cost

Note:

1. The above payments will be made within 15 days from the receipt of invoice. Invoices of the above line of items should be raised in adherence with the above schedule.
2. All payments shall be subject to statutory deductions wherever applicable. In case of any deviation from the specified scope of work / service / delivery timelines, the suitable penalty / penalties will be levied. The detailed penalty clauses are listed in **Annexure 4**.

**Section V - SAMPLE PRICE-BID (BOQ)**

(For reference purpose only. Rates are to be quoted in On-line BOQ only at GeM)

Description		Amount (Incl of all applicable Taxes)
On-Prem Low-Code / No-Code Platform Software		
No of licenses (Perpetual for unlimited users)	07	Blocked
Separate Perpetual Licenses for Development and Testing with a minimum of 50 users each. (Numbers)	02	Blocked
No of Manpower with Technical Expertise for 01 Yr from the date of the contract	03	Blocked
No of Manpower with Technical Expertise for 02 Yrs from the date of the contract	05	Blocked
Training (Online for unlimited users) - (Hours) to be provided within 24 months from the date of the contract	150	Blocked
Post License Activation Support in years	05	Blocked

Note :

1. The bidders should quote the price for the line of items tabulated above.
2. The detailed description of the aforementioned items is described in **Section VII**.
3. The quoted price should be "all inclusive rate" including GST, all taxes and allied charges etc. No representation for the enhancement of the prices of the accepted tender or alteration of the terms and conditions will be entertained at any stage.

It is hereby confirmed that we shall abide by all the terms & conditions as specified in this tender.

Signatures of Authorised Signatory with seal

Section VI

Technical Evaluation Criteria

This section is in addition to and mandatory over the existing clause(s) as per GeM. A duly constituted Technical Evaluation Committee (TEC) will evaluate the received technical bids against the notified parameters/criteria and supporting documentary proofs. If the bidders furnish data but not enclosed documents, the Technical Evaluation Committee (TEC) shall request the bidders for those documents.

Technical Evaluation			
1	Experience		
	A.	Platform Capability (Demonstration of Platform)	
	I	Usability and Interface	5 marks
	II	Customization and Flexibility	5 marks
	III	Integration Capabilities (Ex: IDAM)	5 marks
	IV	Visualization Capability (Reports & Dashboard)	5 marks
	V	Mobile Application with offline support	5 marks
2	Previous Experience (Proofs to be Submitted)		
	A.	On-Prem Low-Code / No-Code Platform Software shall be in the market for not less than 5 years.	10 marks
	B.	On-Prem Low-Code / No-Code Platform Software shall have at least one entity with 4000 users.	10 marks
	C.	On-Prem Low-Code / No-Code Platform Software shall have at least one entity with 500 and above workflow instances.	10 marks
3	Presentation		
	A.	Presentation exhibiting all the capabilities of the software platform as per Section VII (SoW)	45 marks

Note:

1. No agency should quote any experience from the periods where it was blacklisted by the Central or any State government or Public Sector undertakings.
2. For any data which does not fall under the categories mentioned above, will be awarded 0 marks.
3. Minimum marks to qualify the technical evaluation is 75.
4. Financial bids of the bidder(s), not cleared by TEC will be considered as not qualifying the technical evaluation, and will not be opened.
5. The Technically Qualified Bidder with the L1 would be declared as the successful Bidder.
6. The reps from the End User Agencies for the respective projects will be the part of the Technical Evaluation Committee.
7. The venue for the presentation (Sl 3 of above table refers) will be C-DAC Chennai.

Section VII - Statement of Work

1. **Background.** Our organization is seeking a No-Code/Low-Code platform to empower our teams in the rapid development of applications without the need for extensive coding expertise. The platform should enable us to streamline our application development process, increase efficiency, and respond quickly to evolving business needs. CDAC is seeking proposals from bidders to provide, train and support “Low code No code” platform for its operations at client location viz deployment etc.
2. **Platform capability.** The platform should be hosted on-premise, with capability to build unlimited applications and unlimited users can access and designed as a convergence of both no-code and low-code. The platform should have (UI/UX, reports, data list, superapps, Process and API) builders offering a unique combination of simplicity, flexibility and openness that caters to all developer personas.

With user-friendly drag-and-drop user interface (UI) that can quickly design complex processes, create dynamic forms, CRUD (create-read-update-delete) data listing and assemble web UI components to create the application front-end. Empowers business users, non-coders or coders with a single platform to easily build, deliver, monitor and maintain enterprise applications

- 2.1. **BOSS OS Compatibility.** The supplied platform and the applications developed thereof should be compatible with the latest BOSS Linux version. Vendors may download the OS from <https://bosslinux.in/sites/default/files/ISOImages/BOSS-9.0-amd64-DVD-DE.iso> and check the compatibility of the platform.
- 2.2. **Flexibility.** Flexible, end-to-end enterprise app development capabilities (forms, lists, UI, process automation, workflows, reports, APIs, integration, PWA enabled and more) that meet a wide range of enterprise use cases. Dynamic plugin architecture provides extensibility to customize features and functions that adapt to their business needs and facilitate immediate changes. Support for displaying any 2D, 3D, raster file formats.
- 2.3. **Governance.** Features should include integrated monitoring features, encompassing application performance management, process monitoring, and the generation of logs and audit trails. It also incorporates built-in governance functionalities, which comprise automated checks for governance health and alerts, facilitating compliance in crucial enterprise domains, such as security, performance, and application quality. Furthermore, it should offer a centralized Governance Center, which not only provides insights into the status of broader citizen development initiatives but also facilitates control for the deployment of applications across different environments.
- 2.4. **Application Performance Management (APM)** features that automatically monitors system and application performance. The monitoring is done at runtime, and alerts can be configured for various metrics including errors, so that email notifications are sent when thresholds are exceeded.
- 2.5. **Consolidation.** Feature to gather all tasks and notifications from multiple applications which will be built on the platform in one place based on permissions.
- 2.6. **Business Process Improvement.** Flexibility over processes enables quick redesign in line with evolving business needs.

- 2.7. Improved Process Control.** Standardization of processes and availability of audit trails. Predefined and documented steps. Consistent business practices. Improved efficiency in organizations as a result of transparency in processes.

3. App Development Environment

- 3.1. Build Apps Faster.** Build apps, not just processes. Typical workflow/BPM products only support process management with limited inbox-style UI. In addition to process management, the Workflow should allow the creation of full-fledged apps with support for data records management. Processes, forms, datalists and userviews are packaged into apps for easier management and deployment.
- 3.2. Dynamic plugin architecture.** Forms, datalists and userviews should support plugins e.g. form elements, themes, data binders, etc. Supports both Java and Javascript.
- 3.3. Data management features.** Visually build tabular data lists with automatic support for sorting, paging and filtering Combine forms and datalists in a userview to support CRUD (create,read,update,delete) operations for data
- 3.4. More visual, more drag-and-drop.** Workflow Designer, Form Builder, Datalist Builder, Userview Builder, Mobile Browser support, Wizard style dialogs and navigation.
- 3.5. Flexible.** end-to-end enterprise app development capabilities (forms, lists, UI, process automation, workflows, reports, APIs, integration, mobile with offline support and more) that meet any enterprise need.
- 3.6. Internationalization and localization** features supported out of the box, including support for right-to-left languages.
- 3.7. App Generator** - building of an app by allowing app designers to rapidly generate a complete base app directly from a form.
- 3.8. Front-end Quick Edit mode** to allow administrators and designers to identify and modify forms, lists and pages directly from the front-end user interface.
- 3.8.1.** Delegation of app design permissions to users or groups.
 - 3.8.2.** Easy deployment via import and export of apps.
 - 3.8.3.** Version control.
 - 3.8.4.** Support continuous integration/continuous delivery (CI/CD) and DevOps.
 - 3.8.5.** User Experience (UX) And Progressive Web Apps (PWA)
 - 3.8.6.** Built-in support for Single-Page Applications (SPA).
 - 3.8.7.** Apps should support Progressive Web App (PWA) compliant by default, offering native app-like experience including installation on device, fast and responsive UI, push notifications and offline support.
 - 3.8.8.** PWA offline data synchronization is also automatically supported for compatible devices.

4. Database Support and Integration

Support for major SQL database servers. No-code Database Wizards should be available for external database integration. App designers should visually configure database connections, queries and updates without using SQL code.

Developers should be able to query external databases using standard SQL via Java Database Connectivity (JDBC) plugins for forms and lists.

5. Process Modeling and Execution

- 5.1. Process designers should visually design processes and workflows with the Process Builder.
- 5.2. The process workflow engine should support advanced process-related requirements including multi-level approvals both sequential and parallel, system and human tasks, synchronous and asynchronous executions, user task notifications, deadlines and escalations, sub-processes, decision rules, and service level agreement (SLA) monitoring.
- 5.3. Professional developers should be able to extend process functionality via plugins and for integration.

6. Workflow Management

- 6.1. Map Participants to Users to assign permissions and task assignments to users.
- 6.2. Map Activities to Forms to determine the forms used for specific workflow tasks.
- 6.3. Map Tools to Plugins to execute business logic or system tasks.
- 6.4. User notifications should be configured for new task assignments.
- 6.5. Task delegation allows any authorized users to temporarily delegate tasks to a different user for a period of time.

7. Automated Form Generation

The platform should empower users to generate forms automatically, making them adaptable and accessible to non-technical staff. Solution that can automatically generate forms based on user-defined criteria, minimizing manual design work. The capability to define rules and criteria for generating forms automatically. A library of form templates that can be used as a starting point for automatic form generation.

Ensure the generated forms are dynamic and can be customized or modified as business needs change. Options to customize the appearance and layout of generated forms, aligning them with the organization's branding. Integration with data sources to prepopulate form fields with relevant data.

8. Document Management System (DMS)

The platform should have the builtin DMS system or have the capability to integrate open source DMS with the Low-Code/No-Code platform to streamline document-related workflows, making document management more efficient and accessible. The integration can be achieved through built-in functionality or by connecting the DMS to the Low-Code/No-Code platform via API, providing flexibility and ease of use.

The DMS System should have the following features:

- 8.1. **Document Capture and Indexing** Capability to capture and index documents efficiently.
- 8.2. **Search and Retrieval** Advanced search functionalities for swift and precise document retrieval.

- 8.3. Version Control** Version management to monitor document changes and maintain historical records.
- 8.4. Security and Access Control** Role-based access control to protect sensitive documents and ensure data security compliance.
- 8.5. Document Workflow** Support for customizable document workflows, including review and approval processes.
- 8.6. Integration Methods** Either built-in integration features or API connectivity options to link the DMS with the Low-Code/No-Code platform.
- 8.7. Customization** Visual, no-code/low-code customization options to tailor document management workflows and interfaces.
- 8.8. Reporting and Analytics**

9. Reporting and Dashboards

- 9.1.** The Report Builder should provide a visual drag-and-drop approach to design customized reports with charts, maps, QR codes and more to create own customized reports.
- 9.2.** The Report builder should be compatible to generate/ perform Fishbone analysis, FMEA, histograms, Control charts, mean median analysis, Mean time before failure and Mean time to failure.
- 9.3.** The List Builder should be able to export PDF, Excel and CSV formats.
- 9.4.** Supports integration with the popular open source JasperReports reporting library. By using JasperReports report definitions, sophisticated reports with custom layouts and graphs can be generated and viewed directly within a userview, with optional export to PDF and Excel.
- 9.5.** The Dashboard userview element provides the capability for multiple elements to be presented in dashboard format for better information visibility. The dashboard layout should be customizable.
- 9.6.** Dashboards should be designed using Page Components and Information Tiles by customizing individual UI pages to include multiple forms, data lists, process listings, reports and many more components into a single page.

10. AI Integration

The platform should support AI based Decision plugins to execute a pre-trained AI model.

AI focus simplifies the integration of pre-trained AI models into end user applications. The training of AI models is best left to machine learning experts so once a trained model is available, the goal is to make it as accessible as possible to app designers.

11. Authentication and Single Sign-On

The platform should support widely used single sign-on (SSO) authentication and directory standards such as Active Directory, OpenLDAP, SAML and OpenID Connect as well as custom authentication implementations. This simplifies identity management for users, reduces security risks, and helps with compliance with regulations.

12. Secure Data and Encryption

- 12.1.** The platform should support secure SHA-256 password encryption and offers optional encryption to protect sensitive data.
- 12.2.** Data encryption implementation is pluggable and custom encryption algorithms can be implemented if required.
- 12.3.** Data encryption in transit is secured using the standard HTTPS protocol.
- 12.4.** Data encryption at rest can be implemented at the database level, utilizing features from the underlying database server.

13. Annual Maintenance and Support Terms. The following are the annual maintenance and support terms for 05 Years :

- 13.1.** Free upgrade to Minor version releases
- 13.2.** Free upgrade to Major version releases
- 13.3.** Security Patches & Bug Fixes
- 13.4.** Will require re-activation at no cost to Customer
- 13.5.** Access to maintenance builds
- 13.6.** Access to Enterprise Knowledge Bases and FAQ
- 13.7.** Remote Installation Assistance
- 13.8.** Troubleshooting
 - 13.8.1.** Process Design
 - 13.8.2.** Form, List & UI
 - 13.8.3.** Integration
 - 13.8.4.** API

Vendors shall submit documents on detailed procedures for updates, upgrades and patches in the closed network i.e. which are not exposed to the internet.

14. Technical Support

- 14.1.** Expects the service desk to be in place for the first contact resolution. Support should be available via ticket system from 9:00 AM to 5:00 PM IST. In case the incident/request cannot be resolved the service desk should route the incident to the field support resources.
- 14.2.** Severity levels
 - 14.2.1. Critical**

Software does not function without a fix being provided and the problem has a significant effect on the business operations of the Licensee.
 - 14.2.2. High**

It is a highly severe defect and collapses the system. However, certain parts of the system remain functional.
 - 14.2.3. Medium**

It causes some undesirable behavior, but the system is still functional.
 - 14.2.4. Low**

It won't cause any major break-down of the system. This may also include cosmetic defects.
- 14.3.** The following response and resolution times are to be adhered for tickets with different level of severity :

S No	Severity	Response	Resolution
1	Critical	Less than 20 minutes irrespective of business hours.	Less than 4 hours when reported during core business hours. Less than 8 hours when reported outside core business hours.
2	High	Less than 2 hours during core business hours and Less than 3 hours outside core business hours.	Less than one business day.
3	Medium	Less than 6 hours during core business hours	Less than 2 business days for at least 90% of cases reported either during or outside core business hours.
4	Low	Less than 2 business Days	Less than 4 business days for at least 90% of cases reported either during or outside core business hours.

Core Business Hours. 08:00 to 20:00 Monday to Saturday.

15. Manpower

- 15.1. All the resources must have a minimum of 3 years of development experience in the supplied platform solution.
- 15.2. Place of Work - C-DAC / Anywhere in India. The minimum duration at any given location will be 05 Months.
- 15.3. Roles & Responsibilities of the resources
 - 15.3.1. Interaction with end user to understand requirement and demonstration of developed features
 - 15.3.2. Development of modules with complex workflows, intuitive forms and UIs
 - 15.3.3. Capable of integrating with third party applications and API development
 - 15.3.4. Capable for developing mobile applications
 - 15.3.5. Capable of generating complex reports and analytical dashboards.
 - 15.3.6. Provide Capacity building and training to the end users
- 15.4. SLA with the bidder
 - 15.4.1. Bidder shall replace the deployed manpower on their unsatisfactory performance within 5 working days after intimation.
 - 15.4.2. There should be a notice period of 01 month before relieving the deputed manpower under the project of this contract.
 - 15.4.3. In the case of replacement of resource, an undertaking of the complete knowledge transfer to the replaced resource, shall be furnished by the Vendor.
 - 15.4.4. Attendance & Leave Regulation - Public holidays, week offs and office timing will be regulated as per C-DAC policy. The deputed engineers will be entitled for 15 days leave yearly subject to prior approval from the project manager.
- 15.5. The successful vendor shall enter into a Non Disclosure Agreement with C-DAC.

16. Training

The vendor should provide comprehensive training to empower CDAC's team to leverage the full potential of the Low-Code/No-Code platform. The following training aspects are to be covered:

- 16.1.** The vendor shall provide a suite of training materials, including user manuals, guides, video tutorials, and any other relevant documentation to support users at different proficiency levels.
- 16.2.** The vendor shall conduct initial training sessions for key stakeholders identified during the implementation phase. These sessions should cover basic to advanced features, customization options, third party application integration, complex workflow creation, mobile application with offline support, reports, dashboard building, front end layout changes, localization and best practices.
- 16.3.** The training should enable internal staff to become proficient trainers who can subsequently train and support other users within the organization.
- 16.4.** 150 Hrs of training in 02 years from the date of contract on a pro-re-nata basis for unlimited users.

17. VA/PT Clearance

- 17.1.** VA/PT of the applications which are developed on the supplied platform will be carried out by the designated agency whenever scheduled by the End User Agency.
- 17.2.** The selected vendor shall mitigate the reported vulnerabilities pertaining to the supplied platform.

18. Type & Number of License

- 18.1.** The platform should be hosted on-premise with perpetual licence with support for 5 years, with capability to build unlimited applications and unlimited users.
- 18.2.** Number of Licenses: 7
- 18.3.** Additional Licenses (02 Nos) for Development and Testing with a minimum of 50 users each.

19. Delivery Timeline (From the date of contract)

- 19.1.** Licenses - 15 days
- 19.2.** Manpower - 15 days
- 19.3.** Training - Within a week after intimation.



Section VIII - Annexures

Annexure 1

TENDER ACCEPTANCE LETTER/ UNDERTAKING FOR NON-BLACKLISTING FIRM

(To be given on Company Letterhead)

To

Date:

Centre Head
Centre for Development of Advanced Computing (C-DAC),
Tidel Park, 8th Floor, "D" Block (North & South),
No. 4, Rajiv Gandhi Salai, Taramani, Chennai – 600 113.
Tel : 044 – 22542226/27

Sub : Acceptance of Terms & Conditions of Tender
GeM Bid No : <Bid No.>, Dated: <Date>
Name of Tender / Work : <>

Dear Sir,

1. I / We hereby certify that I / We have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedules(s), etc.), which form part of the contract agreement and I / We shall abide hereby by the terms / conditions/ clauses contained therein.
2. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
3. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
4. I / We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/Public sector undertaking.
5. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

Yours Faithfully,
Authorized Signatory
(Signature of the Bidder, with Official Seal)



Annexure 2

Bid Security Declaration

(To be given on Company Letterhead)

To
Centre Head
Centre for Development of Advanced Computing (C-DAC),
Tidel Park, 8th Floor, "D" Block (North & South),
No. 4, Rajiv Gandhi Salai, Taramani, Chennai – 600 113.
Tel : 044 – 22542226/27

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

Reference: GeM Bid No.: <>

Dear Sir,

We, the undersigned, offer to carry out the **<Tender Name>**", in response to your Bid No.:**<GeM Bid No>**. We are hereby submitting our proposal for the same, which includes technical bid and the financial bid through GeM portal. As a part of eligibility requirement stipulated in said bid document, we hereby submit a declaration in lieu of Earnest Money Deposit (EMD), as given below:

1. Our bid shall remain valid for **180 days** from the last 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 **Seven (7)** days of placement of Contract order on us.
3. In case, we are declared as a successful bidder and an order is placed on us, we undertake to submit a security deposit of **5%** of order value, as per terms stipulated in the bid.
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 bid/ or debarred from any **future bidding process of C-DAC** and other government institutes **for a period of minimum One (1) year**.
5. The undersigned is authorized to sign this undertaking.

Yours Sincerely,

Authorised Signatory
Name and Title of Signatory
Email:

Annexure 3**PARTICULARS OF THE BIDDER**

1	Full name of the organization / firm / company	
2	Year of establishment	
3	Status of the agency i.e. Sole, Proprietorship, Partnership, Pvt. Ltd., Public Ltd., etc.	
4	Full Address, Telephone No(s), Fax(s), E Mail etc. of the Registered Office.	
5	Full Address, Telephone No(s), Fax(s), E Mail etc. of the local office for local support and coordination.	
6	Details of existing reputed / major clients with specific name, address and telephone numbers of contact persons.	
7	Name & Mobile Numbers of Directors / Partners / Proprietor	
8	Whether an assessee of income tax. If so, mention the permanent account number.	
9	Name of two referees of repute with address & telephone number (enclose their certificates)	
10	GST Certification No.	
11	Name/s of Banker/s and their addresses	
12	Disputes / litigation, if any.	

Note: Attach attested documentary proof in support of each of the above with the technical bid, failing which bid is liable to be rejected.



Declaration

1. I/We have meticulously gone through the contents of this tender and willingly accept the same.
2. I/We understand that if any false information is detected at a later stage, any future contract made between ourselves and C-DAC, Chennai on the basis of information given by me/us can be treated as invalid by C-DAC.
3. We agree that the decision of C-DAC, Chennai in selection of bidders will be final and binding on me/us.
4. All the information furnished in the bid is correct to the best of my/our knowledge.
5. I/We also agree that I/We have no objection if enquiries are made about the works listed or any other enquiry on the information furnished herewith in the accompanying sheets.

Place:

SIGNATURE & SEAL_____

Date:

NAME & DESIGNATION_____

ORGANIZATION_____

Annexure 4

Penalties

Delivery

Delayed delivery of

1. Licenses - 10% of the overall Licenses' Cost.
2. Training - 5% of the overall Training Cost.
3. Manpower - 10% of the overall Manpower Cost.

Manpower

S No	Description	Penalty
1	Resource is not replaced within 5 days after intimation due to unsatisfactory performance.	5% of overall manpower cost
2	One month of notice period is not served	10% of overall manpower cost
3	Non adherence to attendance and leave regulation	3% of overall manpower cost

Support

1. Non adherence to the agreed schedule of updates & upgrades - 5% of the overall project cost
2. Technical Support

S No	Severity	Resolution	% of incidents deviated	Penalty (% of overall Support cost)
1	Critical	Less than 4 hours when reported during core business hours. Less than 8 hours when reported outside core business hours.	<100% & >=99% < 99% & >= 98% < 98% & >= 97%	1% 2% 4%
2	High	Less than one business day.	<100% & >=99% < 99% & >= 98% < 98% & >= 97%	1% 2% 4%
3	Medium	Less than 2 business days for at least 90% of cases reported either during or outside core business hours.	<100% & >=99% < 99% & >= 98% < 98% & >= 97%	0.25% 0.5% 1%
4	Low	Less than 4 business days for at least 90% of cases reported either during or outside core business hours.	<100% & >=99% < 99% & >= 98% < 98% & >= 97%	0.25% 0.5% 1%

Annexure 5**NDA Declaration**

(To be given on Company Letterhead)

To
Centre Head
Centre for Development of Advanced Computing (C-DAC),
Tidel Park, 8th Floor, "D" Block (North & South),
No. 4, Rajiv Gandhi Salai, Taramani, Chennai – 600 113.
Tel : 044 – 22542226/27

Subject: Undertaking for NDA

Reference: GeM Bid No.: <>

1. This Non Disclosure Agreement is entered into by and between Centre for Development of Advanced Computing (C-DAC) located at Chennai (Disclosing Party) and <Name of the Firm> (Receiving Party) for the purpose of preventing the unauthorised disclosure of confidential information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of procurement of "Procurement of On-Prem Low-Code / No-Code Platform Software and Services".
2. For the purpose of this Agreement, "Confidential Information" shall include all information or material in which the Disclosing party / End User Agency is engaged. If confidential information is in written form, the Disclosing party shall label or stamp the materials with the word "Confidential" or some similar warning. If confidential information is transmitted orally, the Disclosing Party shall promptly provide a written communication indicating that such oral communication constituted confidential information.
3. Receiving party shall hold and maintain the confidential information in strictest confidence for the sole and exclusive benefit of the Disclosing party / End User Agency.
4. Receiving party shall carefully restrict exercise to confidential information to employees, contractors and third parties as is reasonably required and shall require those persons to sign Non-Disclosure restriction at least as protective as those in this Agreement. Receiving party shall not, without prior written approval of the Disclosing party, use, publish, copy, or otherwise disclose to others, or permit the use by others or to the detriment of the Disclosing party, any confidential information. Receiving party shall return to the Disclosing party any and all record, notes and other written, printed or tangible materials in its possession pertaining to confidential information immediately if the Disclosing party requests it in writing.

5. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.
6. If any provision of this Agreement is held to be invalid or unenforceable by court of law, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.
7. This agreement expresses the complete understating of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement shall not be amended except with the written consent of both the parties.
8. That in case of violation of any clause of this Agreement, the Disclosing party is at liberty to terminate the services of the Receiving party without assigning any reason and shall also be liable to proceeded against in a Court of Law.
9. This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such parties. Each party has signed this Agreement through its authorised representatives.
10. <Name of the Firm> agrees to comply with all applicable laws and C-DAC's / End User Agency's policies with respect to preserving the confidentiality of the information to which we have access and that we will not disclose in any way the information or the existence of the information, and that in the event any person(s) seek to access protected and confidential data or information, that such access shall be through the C-DAC, and <Name of the Firm> only retrieve such data or information as identified by the C-DAC or as otherwise required law or regulation; and
11. The safeguards that <Name of the Firm> intends to utilize to protect the C-DAC's / End User Agency's information: and the acceptable method(s) for the return, destruction or disposal of the C-DAC's / End User Agency's information in <Name of the Firm>'s possession at the end of the contracted period or completion of the service; and
12. A statement indicating that any information acquired by <Name of the Firm> in the course of the contract / agreement cannot be used for the <Name of the Firm>'s own purpose or divulged to others; and
13. That <Name of the Firm> will undertake 'Police Verification' of all the employees deployed for C-DAC within the stipulated time-frame; and
14. That <Name of the Firm> will restrict access to C-DAC's / End User Agency's data / resources to only those employees who are required to provide the service; and
15. That <Name of the Firm> agrees that C-DAC can initiate legal action against him for his negligence or failure to abide by terms of the contract; and



16. That <Name of the Firm> will take all steps based upon relevant industry standards to protect the C-DAC's / End User Agency's data / resources from corruption, tampering, or other damage; and
17. That <Name of the Firm> agrees that in the event that a security breach of its systems or processes exposes that C-DAC's / End User Agency's non-publicly available data to a third party, <Name of the Firm> will take immediate steps to limit and mitigate such security breach as well as provide immediate notification and full information, if known, regarding the breach to the C-DAC / End User Agency; and
18. That <Name of the Firm> abodes by the Non-Disclosure Clause and 'Official Secrets Act' in accordance with DPM-09.
19. Nondisclosure of specifications etc. : Except with the written consent of the C-DAC, the <Name of the Firm> shall not disclose the contract or any provision, specification, plan, drawing, pattern, sample or information thereof, to any person, other than a person employed by the seller for executing the contract.
20. Disclosure in confidence : Any disclosure to any person permitted under the above clause shall be made in confidence and shall extend only so far as may be necessary for the purposes of contract.

Place:

SIGNATURE & SEAL_____

Date:

NAME & DESIGNATION_____

ORGANIZATION_____

**Annexure 6****LOCAL CONTENT DECLARATION**

(Self Certification on Company's Letter Head)

To
Centre Head
Centre for Development of Advanced Computing (C-DAC),
Tidel Park, 8th Floor, "D" Block (North & South),
No. 4, Rajiv Gandhi Salai, Taramani, Chennai – 600 113.

Subject: Declaration of Local Content**Reference:** GeM Bid No.: <>

I ____ S/o, D/o, W/o ____, Resident of ____ do hereby solemnly affirm and declare as under that:

1. I will agree to abide by the terms and conditions of subject tender terms & conditions issued by C-DAC.
2. The information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records on demand by C-DAC for the purpose of verifying the Local Content (LC).
3. The LC for all inputs which constitute the said Goods /Services/Works has been verified by me and I am responsible for the correctness of the claims made herewith against the subject tender participation by M/s_____ ((Bidding Firm name)).
4. In the event of the LC of the Goods/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the verification by C-DAC (or) appropriate authority, I/my firm will be liable as under clause 9(f) of Public Procurement (Preference to Make in India) Order 2017.
5. I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.
 - 5.1. The details of LC claim by M/s_____ (Bidding Firm name):
 - 5.2. Goods /Services/Works for which the certificate is produced:
 - 5.3. Percentage of LC claimed:%
 - 5.4. Type of Supplier (Class-I/Class-II):.....
 - 5.5. Name and contact details of the unit of the manufacturer/Service Station:
6. Note: "Local Content" means the amount of value added in India which shall be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent. The bidders cannot claim services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc as local value addition.
7. GeM portal mandates to furnish the local contents for Class I / Class II supplier for each line of items in this BoQ bid. However, due to the nature of procurement and the associated requirement, the local content will be calculated on the overall solution.

Place:

SIGNATURE & SEAL_____

Date:

NAME & DESIGNATION_____

ORGANIZATION_____

Annexure 7**Service Level Agreement for Manpower Services (Technical Expert)**

Articles of agreement made this --- day of ----- 2024 between Centre for Development of Advanced Computing (CDAC) , "Tidel Park" 8th Floor, "D" Block (North & South), No.4, Rajiv Gandhi Salai, Taramani, Chennai – 600 113, through Authorized Signatory Dr D Ethirajan, Centre Head (hereinafter called the "CDAC") on the one part

And

M/s.-----, Address:-----, India through Director(s) (hereinafter called the "Bidder") on the other Part.

WHEREAS:

1. CDAC is desirous of entrusting for providing services as contracted at C-DAC, Chennai to the Bidder under this agreement as per the tender conditions of the contract.
2. And whereas the Bidder has agreed to execute the services as contracted through outsourcing in CDAC, Chennai as per conditions in the GeM Bid No: ----- dated ----- and the Contract order vide No: -----dated ----- . The period of Service Level Agreement is from the -----of ----- 2024 for a period of (1) one year for three manpower services and (02) two years for five manpower services, subject to satisfactory performance during the contractual period.
3. C-DAC had expressly informed the bidder that all the required services as per RFP were to be carried out by the proposed bidder through his own employees who would not be employees of C-DAC.
4. The parties hereto and carried out discussion and negotiated the terms and conditions on which bidder would furnish services to C-DAC.

NOW THEREFORE THE PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT AS FOLLOWS:-

5. In consideration of the assurance given by bidder herein, and a further consideration of the services to be provided by the bidder as specified herein under C-DAC hereby appoint M/s. -----, for a period of (1) one year for three manpower services and (02) two years for five manpower services from ---- of ----- 2024 as Vendor for the offices of C-DAC, Chennai under the project specified in the GeM Bid No.: ----- at the Centre for the purpose of carrying out services as contracted on contractual basis more particularly specified in the GeM Bid document.
6. In consideration of the said appointment referred to hereinabove, Bidder accepts to provide the services to C-DAC on the conditions to the bidders in the tender appearing herein for the said period. Bidder shall handle and execute through their employees various matters specified in the GeM Bid document. Bidder expressly agrees that C-DAC has retained and

shall at all times hereafter during the existence of this agreement and thereafter, always have the right to appoint any other alternative additional outsource services for carrying out the matters, works and jobs mentioned in the tender document.

- 7.** Bidder shall give a list of Manpower Services sent by them to C-DAC and shall furnish outsourced services with individual identity cards that they shall wear at all times during their presence upon C-DAC's/ end user's premises.
- 8.** During the terms of this contract the outsourced services furnished by the bidder will be permitted to enter the premises of C-DAC/ end user for the specific duties given to them.
- 9.** Bidder shall be responsible for delivering the quality of service required by C-DAC at all times. Any deviation or deficiency noticed will be intimated to the bidder who will ensure that the specific levels of quality are maintained and the decisions of C-DAC shall be final to this respect.
- 10.** It is expressly agreed and declared hereby that:-
 - 10.1.** Bidder shall be the Principal employer of and solely responsible for engaging required number of such services provided by the bidder for carrying out the said services.
 - 10.2.** Bidder shall be liable and responsible (in respect of the services provided by the said agency to C-DAC) for due observance and implementation of various labour and other Laws, statutory Notifications, relevant rules and regulations applicable to the services engaged by the agency for all services.
 - 10.3.** The Bidder shall does hereby absolutely and irrevocably indemnify C-DAC from any civil, financial or labour claims or criminal proceedings, if any made or arising there from on account of any non-compliance of all or any labour and other laws, statutory notifications rules and regulations applicable to services engaged by the bidder for all official work or arising out of conduct behavior of the services engaged by the bidder and no claim in this respect will be against C-DAC by the services concerned to the Labour authorities or the Government.
 - 10.4.** Bidder will be responsible for death, injury or accidents to Service employees which may arise out of and in the course of their employment with Vendor, or while on premises of C-DAC or while carrying out services for C-DAC. Vendor undertakes indemnify C-DAC against any claims, charges, demands made or raised on C-DAC by the outsourced services deputed for providing services in the area of salaries and settlement or monies as per their employment contract.
 - 10.5.** C-DAC shall provide them with a laptop / workstation and the same would be intimated to the Vendor immediately. The Vendor would get the Laptop insured and would retain certificates of the serviced employees.

- 10.6.** That all such outsourced services shall exclusively be the employees of Vendor, for all purposes and there shall be no employer/employee relationship between C-DAC and services. Vendor should submit a police verification report of the service employees.
- 10.7.** CDAC is not the Employer of nor shall be deemed to be the Principal employer of all such services provided by Vendor towards the service rendered and shall not be in any manner responsible for any act omission or commission by Vendor or his employees in respect of any non-compliance of all or any labour and other laws statutory notifications, relevant rules and regulations applicable to the services engaged by agency for all work and no other claim in this respect will be made against C-DAC.
- 10.8.** It is expressly agreed that the relationship between the parties hereto is as Principal-to-Principal and Vendor is not an agent of C-DAC for any purpose whatsoever, and shall not represent or hold agency out as such to any services.
- 11.** C-DAC shall pay to Vendor the billable amount for the above services as per the tender document
- 11.1.** Vendor shall raise a Six monthly bill which (On verification of the Bill) will be paid to Vendor within 15 Days on the receipt of the Bill after verification.
- 11.2.** Documentary evidence for submission of statutory payments needs to be submitted along with the six monthly bills on a regular basis. Non submission of these supporting documents may lead to stoppage of invoice payment.
- 11.3.** The Vendor will not be entitled to claim any other payment or expenses from C-DAC.
- 11.4.** Leave: As per RFP.
- 11.5.** Working hours: All manpower supplied by the Vendor shall be bound to attend the office premises of C-DAC/ end user as per the tender terms and conditions and attendance register followed in CDAC-Chennai.
- 12.** In the event of any accident mishap or similar instances resulting in any injury leading to partial Temporary /Permanent total disablement or death C-DAC shall not be liable to pay any compensation or settle any claim arising out of such accident event. Vendor shall be solely responsible, liable to pay such compensation or settle such claims under any relevant Acts, Statutes, such as Workmen's Compensation Act or ESI Act or any other law for the time being in force from time to time. All litigation or any other expenses related to such claims, compensation, penalties, damages, etc. shall also be borne by Vendor alone C-DAC shall not be liable to incur any expenses in this regard.
- 13.** If C-DAC is made a party to a suit/adjudication or similar proceedings Vendor shall arrange reimburse /Pay all expenses including but not limited to statutory fees of legal counsel/advocate, traveling communications etc.

14. It is expressly agreed by Vendor that C-DAC may inspect the records in case of services deployed with C-DAC with reasonable notice and Vendor shall disclose, make available all such records, documents correspondence to C-DAC. In the event of C-DAC finding that there has been any default committed by Vendor of the fulfillment of the terms of the contract or if any statutory requirement of liability, C-DAC shall always have the right to terminate the contract by issuing 30 day's notice to Vendor requiring agency/Vendor to forthwith settle all accounts.
15. Vendor shall be free to replace, change any of the services deputed by agency to extend/provide required services with the reasonable intimation and prior permission from CDAC-Chennai to provide quality and efficiency of work is not adversely affected.
16. Vendor solemnly confirms and guarantees absolutely to provide the service to the full satisfaction of C-DAC and in accordance with the prescribed standards of services by C-DAC.
17. Upon information from C-DAC, Vendor also confirms to reimburse the proven damages to C-DAC arising out any default negligence, theft, damage attributable to Vendor or /agent working for C-DAC or sudden disruption in the service. C-DAC reserves the right to proceed against the Vendor and recover any damages/ equivalent amount, according to the law of the land. Vendor shall be responsible for equipments, books, Hardware, Software, Cash etc, issued by C-DAC to his members and losses /damages arising out of such issuance will be recovered from Vendor.
18. Arbitration: All dispute, differences arising out of due to this contract shall be subject to the provision of the Arbitration & Conciliation Act 1996 and the parties here to expressly state and declare that sole arbitrator shall be the joint Secretary Department of Information Technology, Government of India or his nominee for all such disputes that may arise in regard of this contract. The proceedings of the arbitration and the decisions of the arbitrator shall be binding on all the parties to this contract.
19. It is expressly declared that the work of C-DAC involves confidentiality of information and data. Vendor expressly agrees that it shall ensure that all outsourced services provided by Vendor for C-DAC shall at all times be bound by confidentiality and shall execute all necessary confidentiality undertakings required by C-DAC. It is also agreed by Vendor that all materials provided by C-DAC or falling in to the hands of the outsourced services provided by Vendor or executed by them for C-DAC shall always remain the property of C-DAC and the intellectual property therein shall be exclusively ownership of C-DAC, These conditions shall also form the part of the appointment letters issued by the Vendor to its employee deputed at C-DAC.
20. Confidential information includes not only information disclosed by C-DAC but also information developed or learned by associates during the course of outsourced services with C-DAC. Confidential information includes all proprietary information, which has or could have commercial value or other utility in the business in which C-DAC is engaged or contemplates engaging or the unauthorized disclosure of which could be detrimental to the interest of

C-DAC, whether or not such information is identified as confidential information by C-DAC. By example all information containing databases source code, object code, assemblers , generators, compilers, subroutine libraries and other computer programmes products, processes, formulas, trade secrets, innovations, invention, discoveries, improvements, techniques, research or development and test results, specifications data, know-how formats, marketing plans, business plans, strategic forecast, unpublished financial statements budget projections and customer and supplier identities, characteristics and agreements are confidential. Every member shall maintain the strictest secrecy and confidentiality regarding the C-DAC affairs and the affairs of its constituents and shall not have divulge, directly or indirectly any financial, technical, marketing R&D or any other information of proprietary or a confidential nature to any outside person unless compelled to do so by judicial or other statutory authority or unless instructed to do so by a superior officer of C-DAC while discharging the duties.

21. All work of intellectual nature whether in the form of reports, charts, paper analysis, design, software or hardware etc., Carried out by a member of a Vendor shall be owned by C-DAC without exception. All the innovations and discoveries must be documented and reported to their reporting officers forthwith. C-DAC may obtain patents or copyrights on ideas, design, research, etc if it deems intellectual property generated at any place including office, home, or any other place during or beyond his/her office hours shall be owned by C-DAC
22. Vendor shall be responsible for obtaining signatures, consents, no objection certificates from deputees at C-DAC on all declarations, undertaking certification, application and such other necessary documents for the purpose of registration protection of Intellectual Property rights in the name of C-DAC.
23. Period of contract: This contract is made for a period of (1) one year for three manpower services and (02) two years for five manpower services from ---- of ----- 2024 at the exclusive option of C-DAC extended from time to time in writing.
24. The parties hereto may terminate this contract by giving One month's notice in writing
25. On the determination of the contract by efflux of time or as otherwise provided herein then termination of the contract, Vendor and all the outsourced services provided by Vendor shall have no right to enter into the premises of C-DAC/ end user. In the event of Vendor being declared insolvent by competent authority, this Contract shall be terminated with immediate effect.
26. This contract is subject to laws of India and jurisdiction of Chennai Courts.

NOW IT IS HEREBY AGREED AS FOLLOWS

27. In consideration of the sum of -----/- (Rupees -----Only) to be paid at the time and in the manner set forth in the said conditions of the tender, the Agency shall upon and subject to the said conditions execute and complete the work as per conditions in the tender.



28. The CDAC will pay to the Agency the said amount of Rs. -----/- (Rupees ----- Only) or such other sum as shall become payable (six monthly) hereunder at the times and in the manner specified in the said conditions.
29. The said conditions, shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such conditions contained.

Annexures:

- A. Online commercial bid submitted by the agency
- B. GeM Contract Order no. ----- dated -----
- C. Order acceptance from the agency

As witness our hand the -----of ----- 2024, first above written

(a) Signed by CDAC: _____

In the presence of:

(Witness 1)	(Witness 2)
Name: _____	Name: _____
Signature: _____	Signature: _____
Occupation: _____	Occupation: _____
Address: _____	Address: _____

(b) Signed by the Agency: (i.e. For M/s. -----)

In the presence of :

(Witness 1)	(Witness 2)
Name: _____	Name: _____
Signature: _____	Signature: _____
Occupation: _____	Occupation: _____
Address: _____	Address: _____



The contract is signed on this ----- day of ----- 2024

For M/s. ----- (Director(s)) Vendor	For C-DAC
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Annexure 8
Compliance Matrix Form

(To be filled in by the bidder and be submitted along with the bid)

Total number of pages in the bid : <In Numbers> <In words>

This compliance matrix is to aid the bidder to enhance his understanding of the scope of work and to furnish all supporting documents and proofs.

S No	Criterion	Compliance	
		Y / N	Reference Page# & Para# / NA
1	Physically signed every page of the TENDER and uploaded		
2	Authorization signatory nominated (On Company's Letterhead)		
3	Proof for provident fund		
4	Single Point of Contact (SPOC)		
5	Whether perused Section I - Eligibility Criteria		
6	Incorporation Certificate (Company Registration Act of India 1956) / Partnership Deed/ Memorandum and Articles of Association /or any other relevant document		
7	PAN		
8	GST		
9	TAN		
10	Audited turnover statements attached for last 3 years		
11	Income tax returns attached for last 3 years		
12	Duly authenticated Annexure 1 - TENDER ACCEPTANCE LETTER / UNDERTAKING FOR NON-BLACKLISTING FIRM		
13	Document(s) requested in Sl 5 of Section I - Eligibility Criteria		
14	Document(s) requested in Sl 6 of Section I - Eligibility Criteria		
15	In case any bidder is seeking exemption from Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.		
16	Whether perused Section II - Similar Work		
17	Work orders in full in support of similar works completed		
18	Whether perused Section III - Additional Terms & Conditions of the Contract		
19	Duly authenticated Annexure 2 - Bid Security Declaration		
20	Duly authenticated Annexure 3 - PARTICULARS OF THE BIDDER		
21	Signed Annexure 8 - Compliance Matrix Form		



S No	Criterion	Compliance	
		Y / N	Reference Page# & Para# / NA
22	Whether perused Section IV - Payment Terms		
23	Whether perused Section V - SAMPLE PRICE-BID (BOQ)		
24	No price data written on sample Price Bid		
25	Whether perused Section VI - Technical Evaluation Criteria		
26	Whether perused Section VII - Statement of Work		
27	Whether perused Annexure 6 - LOCAL CONTENT DECLARATION		
28	Whether perused Annexure 7 - Service Level Agreement for Manpower Services (Technical Expert)		