

# **Centre for Development of Advanced Computing (C-DAC)**

A Scientific Society of Ministry of Electronics & Information  
Technology, Government of India  
Innovation Park, Panchavati, Pashan Road, Pune - 411008.  
[mmg@cdac.in](mailto:mmg@cdac.in)

## **REQUEST FOR EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF IMPLEMENTATION AND SUPPORT PARTNER FOR WORKS AND ACCOUNTS MANAGEMENT INFORMATION SYSTEM (WAMIS)**

Expression of Interest (EOI) Ref. No. CDACP/WAMIS/25-26/17385/24-3559

## TABLE OF CONTENTS

<b>1. SECTION I - INTRODUCTION TO EOI BIDDER .....</b>	<b>4</b>
1.1 INTRODUCTION:.....	4
1.2 CONTACT INFORMATION: .....	6
1.3 PRE-BID MEETING - DATE/ TIME/ VENUE / ONLINE: .....	6
1.4 SUBMISSION OF ONLINE PROPOSAL.....	7
<b>2. SECTION II - GENERAL CONDITIONS OF EOI.....</b>	<b>9</b>
2.1 LOCATIONS FOR SUPPLY, INSTALLATION, COMMISSIONING, WARRANTY SUPPORT ETC	9
2.2 DELIVERY PERIOD .....	9
2.3 SOFTWARE LICENSES (IF APPLICABLE) .....	9
2.4 AMENDMENT TO BIDDING DOCUMENTS .....	9
2.5 PREPARATION OF E-BIDS .....	9
2.6 PERIOD OF VALIDITY OF BIDS.....	10
2.7 DEADLINE FOR SUBMISSION OF E-BIDS.....	10
2.8 LATE / PHYSICAL BIDS.....	10
2.9 PURCHASER'S RIGHT TO AMEND / CANCEL .....	10
2.10 BID OPENING & EVALUATION OF BIDS.....	11
2.11 AWARD OF EMPANELMENT .....	11
2.12 NO FINANCIAL COMMITMENT AT EMPANELMENT STAGE.....	11
2.13 VALIDITY OF EMPANELLED VENDORS .....	12
2.14 COMPLETENESS RESPONSIBILITY .....	12
2.15 CORRUPT OR FRAUDULENT PRACTICES.....	12
2.16 INTERPRETATION OF THE CLAUSES IN THE EOI DOCUMENT .....	13
2.17 JURISDICTION .....	13
2.18 FORCE MAJEURE .....	13
2.19 RISK AND OWNERSHIP .....	13
2.20 LIMITATION OF LIABILITY .....	13
2.21 TERMINATION OF EMPANELMENT .....	14
2.22 INDEMNITY .....	14
2.23 ASSIGNMENT .....	15
2.24 SEVERABILITY.....	15
2.25 DISPUTE RESOLUTION AND ARBITRATION.....	15
2.26 INTEGRITY PACT .....	15
<b>3. SECTION III - SPECIAL CONDITIONS OF EOI .....</b>	<b>17</b>
3.1 NON-DISCLOSURE AGREEMENT (NDA).....	17

3.2	CONFIDENTIALITY.....	17
3.3	CONFLICT OF INTEREST.....	17
3.4	SUB-CONTRACTING.....	17
3.5	INTELLECTUAL PROPERTY RIGHTS (IPR).....	18
3.6	CHANGE IN CONTROL .....	18
3.7	PRE-QUALIFICATION CRITERIA .....	18
3.8	QUALIFICATION CRITERIA.....	20
3.9	WARRANTY / SUPPORT CLAUSE.....	24
3.10	EMPANELMENT AND SUBSEQUENT PROJECT AWARD.....	24
3.11	PAYMENTS TERMS .....	25
3.12	TERMINATION OF EMPANELLED VENDORS .....	25
<b>4.</b>	<b>SECTION IV - SCOPE OF WORK (SOW) .....</b>	<b>27</b>
4.1	REQUIREMENTS GATHERING AND BA CAPABILITIES.....	27
4.2	GAP ASSESSMENT & SCOPE FINALIZATION.....	27
4.3	TESTING AND QUALITY ASSURANCE (QA).....	28
4.4	USER ACCEPTANCE TESTING (UAT) .....	29
4.5	CLIENT ONBOARDING.....	29
4.6	SUPPORT SERVICES - OPERATIONS MANAGEMENT INCLUDING ONSITE SUPPORT ..	29
4.7	STAKEHOLDER MANAGEMENT .....	30
4.8	CAPACITY BUILDING .....	30
4.9	MANPOWER DEPLOYMENT .....	30
4.10	REPORTING AND METRICS .....	31
4.11	EXTENDED SUPPORT FOR SOLUTION DESIGN AND DEVELOPMENT (ON A NEED BASIS) 31	
4.12	MAINTENANCE & SUPPORT SLA .....	31
4.13	DOCUMENTATION SKILLS & RESPONSIBILITIES: .....	31
4.14	CHANGE MANAGEMENT SUPPORT .....	32
4.15	RESOURCE BACKUP AND REPLACEMENT .....	32
4.16	INFORMATION AND CYBER SECURITY.....	32
<b>5.</b>	<b>SECTION - V: ANNEXURES TEMPLATES.....</b>	<b>33</b>

## 1. SECTION I - INTRODUCTION TO EOI BIDDER

### 1.1 INTRODUCTION:

#### 1.1.1 About C-DAC

Centre for Development of Advanced Computing (C-DAC) is the premier R&D organization of the Ministry of Electronics and Information Technology (MeitY) for carrying out R&D in IT, Electronics and associated areas. C-DAC has demonstrated its expertise over the years in successfully delivering sophisticated and comprehensive solutions in the e-Governance domain across nation.

#### 1.1.2 Purpose of the EOI

Applications for Expression of Interest (EOI) are invited for empanelment of Implementation Partners to provide services for onboarding clients to **WAMIS** designed and developed by C-DAC, and for delivering tiered technical support (L1, L2, L3) as applicable.

For the purposes of this EOI document, the terms ‘*Applicant*’, ‘*Bidder*’, ‘*Partner*’, ‘*Vendor*’, ‘*Implementation Partner*’, ‘*Implementation and Support Partner*’ shall be used interchangeably and shall refer to the entity submitting the proposal in response to this EOI.

#### 1.1.3 About WAMIS

The **Works and Accounts Management System (WAMIS)** is a framework for the management of public works, helping to ensure that projects are executed efficiently, within budget, and in compliance with regulations. By digitizing project planning, execution, financial management, and monitoring, WAMIS contributes to the successful delivery of infrastructure projects while promoting transparency, accountability, and effective use of public funds. It is an essential platform for government agencies and contractors working on Small to large-scale infrastructure development.

#### A. Key Highlights:

- a. **Two Decades of Evolution:** The framework has undergone significant updates and improvements based on the feedback and evolving needs of Public Works Departments
- b. **Multi-State Implementation:** WAMIS is actively deployed and operational in **four states** enabling seamless project tracking, from planning through execution to completion. Its success across multiple states underscores its adaptability to varying governmental structures and project requirements.
- c. **Comprehensive Project Planning & Execution:** The framework provides departments with tools to manage all phases of the project lifecycle, including:
  - **Project Initiation:** Planning and defining project scope, resources, and timelines.

- **Execution & Monitoring:** Tracking progress, resource allocation, budget management, and compliance with timelines.
- **Outcome Evaluation:** Post-project review to evaluate performance against initial objectives and deliverables.
- d. **Enhanced Features and Capabilities:** Over the years, WAMIS has added several advanced features to improve user experience and the efficiency of government departments. Some of these include:
  - **Integrated Dashboards:** Real-time visualization of project progress and key metrics.
  - **Collaboration & Communication:** Features that enable better coordination between departments and stakeholders.
  - **Data Analytics & Reporting:** Built-in capabilities for generating reports and insights for decision-makers.
- e. **Support for Government Schemes:** Additionally, WAMIS is tailored to support monitoring and management of government schemes that involve multiple stakeholders, ensuring better governance, transparency, and accountability in project execution.

#### B. USP:

- a. A generic framework to monitor the physical and financial progress, monitor the quality of expenditure of any infrastructure project under central and state government schemes.
- b. Complete Life Cycle Management of a typical construction project
- c. Near Real-Time Monitoring the Progress based on pre-defined stages/deliverables as per the agreement
- d. Tightly integrated with Budgeting and Financial Accounting,
- e. SOA for Integration with other Departmental systems such as Treasuries, AG's system
- f. Process Automation - Flow based Budget Management & Control, Generation of Contractors bills, Accounting Schedules etc
- g. Mobile App for On-Site inspection of Works and Feedback System with facility to upload Geo Tagged Photographs.
- h. Comprehensive Level-Based Decision Support Tool with Dashboard Analytics, drill down up to project level based on various parameters (Physical & Financial reporting)

#### C. Benefits of WAMIS:

- a. **Improved Efficiency:** By automating and centralizing the management of public works, WAMIS reduces manual work, errors, and delays. It ensures that resources are allocated efficiently, and project progress is optimized.
- b. **Cost Control:** The system helps in tracking costs and keeping the project within budget, reducing the risk of financial mismanagement.

- c. **Enhanced Transparency:** WAMIS makes financial data and project progress available in real time, ensuring greater transparency and reducing the chances of corruption or fraud.
- d. **Increased Accountability:** Through comprehensive reporting and documentation, WAMIS ensures that all stakeholders are held accountable for their actions, whether they are contractors, project managers, or government officials.
- e. **Better Decision Making:** The data provided by WAMIS enables project managers and government agencies to make informed decisions about project execution, resource allocation, and risk management.

#### 1.1.4 Need of an Implementation Partner

With the increasing adoption of WAMIS by multiple state governments and public sector entities, and demand to undertake other similar e-governance initiatives, there is a requirement to engage a capable Implementation Partner to support the rollout and sustenance of the WAMIS solution across various locations. The expanding scope of deployments includes activities such as requirement gathering, customization, configuration, user training, handholding, testing, and support services, which require dedicated and scalable resources.

Engaging an Implementation Partner will facilitate efficient and standardized execution, enable better alignment with stakeholder expectations, and ensure continuity in post-deployment support. This approach allows C-DAC to focus on core platform development, strategic enhancements, and program oversight, while leveraging the partner's field expertise, technical proficiency, and operational presence for successful implementation across diverse environments.

#### 1.2 CONTACT INFORMATION:

Material Management Group  
Centre for Development of Advanced Computing (C-DAC)  
Innovation Park, PANCHAVATI, Pashan Road, PUNE 411008  
E-mail: [mmg@cdac.in](mailto:mmg@cdac.in)

#### 1.3 PRE-BID MEETING - DATE/ TIME/ VENUE / ONLINE:

The pre-bid meeting will be held On-line on 08<sup>th</sup> Dec 2025 at 15:00 Hrs (03:00 PM) to sort out/resolve queries raised by the prospective bidders regarding the scope, eligibility criteria and other terms & conditions etc outlined in this EOI.

##### Pre-bid meeting Link:

<https://cdac-mmgi.webex.com/j.php?MTID=me5ac5853ae50cd2318cf15621781bfb3>

Meeting password: fMJ8hePds83

The prospective bidders requiring any clarification of the bidding document may send their queries in writing through e-mail in the format given below. C-DAC, Pune will respond to these queries during the pre-bid meeting. The queries/doubt/clarifications etc. must be sent at least two days prior to the date of pre-bid meeting.

All the queries, doubts, clarifications etc. must be submitted in xls format only as below.

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

**Note:**

The bidders are requested to go through the entire EOI document thoroughly, before raising any query.

#### 1.4 SUBMISSION OF ONLINE PROPOSAL

The e-bids must be submitted on-line through the Central Public Procurement (CPP) Portal (CPPP).

##### 1.4.1 The bidder needs to submit fee of Rs. 1,800/- (Rupees One Thousand Eight Hundred only) all-inclusive for participating in this EOI.

In case bidder requires any clarifications / information, they may contact C-DAC email as given above.

##### Bank Details for depositing fee:

Name of Account: Centre for Development of Advanced Computing

Name of Bank: IDBI Bank, Gokhale Road, Pune - 411016, Account No: 60010010004258

IFSC / NEFT Code: IBKL0000600

##### 1.4.2 ONE E-BID SYSTEM: ONLINE SUBMISSION THROUGH- CPPPONLINE - EPACKET: "TECHNICAL BID" SHALL CONTAIN (PDF FORMATS ONLY)

- i. All the EOI proposal pages along with supporting documents as mentioned in this EOI, including document required for Pre-Qualifying criteria & Qualifying criteria, should be serially kept as per the Checklist provided under **Annexure A** and should be page numbered, signed and stamped as acknowledgement and acceptance towards the Terms and Conditions.
- ii. Covering letter, as per **Annexure - B**.
- iii. Authority letter, as per **Annexure - C**.
- iv. The Bidder need to submit the Bid Security Declaration as per **Annexure D**

- v. Declaration as per **Annexure E** (restrictions on procurement from a bidder of a country which shares a land border with India).
- vi. Declaration as per **Annexure F** (compliance to Gol OM regarding Make in India).
- vii. Integrity Pact as per **Annexure G**. Scanned copy to be uploaded with the technical bid.
- viii. Scanned copy / Details of Demand draft/RTGS etc. towards EOI fee of Rs. 1,800/- (all-inclusive) in favour of C-DAC payable at Pune. (The original Demand Draft etc. must reach physically at the place of Opening of the Bid on or before the Due Date & Time of the Submission).
- ix. A copy of Certificate of Incorporation, Partnership Deed / Memorandum and Articles of Association / any other equivalent document showing date and place of incorporation, as applicable.
- x. Copies of PAN and GST registration certificates.
- xi. Other documents necessary in support of eligibility criteria mentioned under Scope of Work (SOW) etc.

**Note:**

1. C-DAC reserves the right to reject the bid if any of the above listed document/s is not submitted.

**(END OF SECTION I)**



## **2. SECTION II - GENERAL CONDITIONS OF EOI**

### **2.1 LOCATIONS FOR SUPPLY, INSTALLATION, COMMISSIONING, WARRANTY SUPPORT ETC**

The WAMIS system is proposed to be implemented across various States in the country as and when new projects are initiated. The details of specific implementation locations will be provided in the subsequent tenders, which will be published exclusively for the empanelled vendors. At present, WAMIS is being implemented in the States of Odisha, Maharashtra, Tripura, Jharkhand, Bihar, Himachal Pradesh, Tamil Nadu, and Gujarat.

### **2.2 DELIVERY PERIOD**

Details will be provided in the subsequent Tender, which will be published for the empanelled vendors only.

### **2.3 SOFTWARE LICENSES (IF APPLICABLE)**

The Implementation Partner may use third-party software tools, utilities, or platforms solely for supporting activities related to implementation, testing, documentation, training, or project management. Under no circumstances shall the Partner use or introduce any software, product, or solution that performs functions equivalent to, or in replacement of, WAMIS or any of its core modules. The procurement, licensing, and associated costs of such permissible supporting tools shall be the sole responsibility of the Partner. All such tools must adhere to relevant security and compliance standards. C-DAC shall not be liable for any issues, breaches, or damages arising from their use.

### **2.4 AMENDMENT TO BIDDING DOCUMENTS**

- 2.4.1** At any time prior to the deadline for submission of bids, C-DAC may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.
- 2.4.2** The amendments to the EOI documents, if any, will be notified by release of Corrigendum on CPPP the amendments/ modifications will be binding on the bidders.
- 2.4.3** C-DAC at its discretion may extend the deadline/Due Date for the uploading of e-Bids if it thinks necessary to do so or if the bid document undergoes changes during the bidding period, to give prospective bidders time to take into consideration the amendments while preparing their bids.

### **2.5 PREPARATION OF E-BIDS**

A neat and clean e-Bids is expected to be uploaded. Bidder should avoid, as far as possible, corrections, overwriting, erasures, or postscripts in the bid documents. In case however, any corrections, overwriting, erasures, or postscripts must be made in the bids, they should be supported by dated signatures of the same authorized person

signing the bid documents. However, Bidder shall not be entitled to amend/ add/ delete/ correct the clauses mentioned in the entire EOI document.

## **2.6 PERIOD OF VALIDITY OF BIDS**

- 2.6.1** Bids shall be valid for minimum 120 days from the date of submission. A bid valid for a shorter period shall stand rejected.
- 2.6.2** C-DAC may ask for the Bidder's consent to extend the period of validity. . A bidder agreeing to the request for extension will not be permitted to modify his bid.
- 2.6.3** The Bid documents shall be neatly arranged. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. **The conditional bid will be summarily rejected.** Insertions, postscripts, additions, and alterations shall not be recognized, unless confirmed by Bidder's signature.

## **2.7 DEADLINE FOR SUBMISSION OF E-BIDS**

- 2.7.1** Bids must be uploaded, EOI processing fees, IP Document (as applicable) should be received by C-DAC before the due date and time at the address specified in the EOI document.
- 2.7.2** C-DAC will not be responsible for any issues arising/pertaining with the portal for non-submission, failure in submission of e-Bids online.
- 2.7.3** C-DAC may extend this deadline/Due Date for uploading of bids by amending the bid documents.

## **2.8 LATE / PHYSICAL BIDS**

- 2.8.1** C-DAC shall not be responsible and liable for the delay in submitting the e-bids for whatsoever reason.
- 2.8.2** No physical bids shall be accepted against this EOI. The bid to be submitted in online form (e-bids) only on the Central Public Procurement portal (CPPP).

## **2.9 PURCHASER'S RIGHT TO AMEND / CANCEL**

- 2.9.1** C-DAC reserves the right to amend the eligibility criteria, terms & conditions, Scope of Work, technical specifications etc.
- 2.9.2** C-DAC reserves the right to cancel the entire EOI without assigning any reasons thereof.

## 2.10 BID OPENING & EVALUATION OF BIDS

- 2.10.1 The bids shall be examined based on eligibility criteria and documents submitted as stipulated in this EOI, to shortlist the eligible bidders.
- 2.10.2 The duly constituted Tender Committee (TC) shall evaluate the bids. The TC shall be empowered to take appropriate decisions on minor deviations, if any.
- 2.10.3 During evaluation of the bids C-DAC at its discretion may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing.
- 2.10.4 During the process of evaluation of bids, if any discrepancies are observed in the bid submitted, the bidders may be given an opportunity to clarify on same.
- 2.10.5 C-DAC may invite bidders for the technical presentation to understand the offered solution provided by bidders in the line of the required tender. However, invitation towards technical presentation does not entitle the Bidder / Bid towards eligibility, shortlisting, and no claims what so ever will be entertained.
- 2.10.6 C-DAC may conduct site visits to the project locations, PMU setups, or workplace of the Bidders, where they are currently delivering services or have ongoing/implemented projects on own cost and expenses. These visits may be undertaken to verify the claims made in the proposal, assess work environment, team deployment, and overall project governance practices. Such visits may be conducted on short notice, and the Bidder shall be responsible for obtaining all necessary permissions and approvals from the concerned authorities or clients to facilitate these visits.

## 2.11 AWARD OF EMPANELMENT

- 2.11.1 C-DAC intends to empanel multiple eligible vendors, and not a single vendor, based on the evaluation of technical proposals submitted in response to this EOI.
- 2.11.2 Empanelment shall be awarded to those Bidders whose technical bids are found to be eligible and acceptable as per the defined evaluation criteria.
- 2.11.3 The Bidder should note and agree to the same.

## 2.12 NO FINANCIAL COMMITMENT AT EMPANELMENT STAGE

Empanelment does **not imply any financial commitment** or guaranteed payment from the C-DAC. Payments will only be applicable to the projects awarded through a separate contracting process post-empanelment.

## 2.13 VALIDITY OF EMPANELLED VENDORS

The empanelment of selected vendors shall be valid for a period of **three (3) years** from the date of issuance of the empanelment letter, unless terminated earlier as per the terms and conditions of this EOI.

Notwithstanding the empanelment validity period, any specific project or assignment contract awarded to the vendor during the empanelment period shall remain valid and enforceable for the full duration specified in that project's contract, including contracts extending beyond the three (3) year empanelment period.

### 2.13.1 Extension Option

The C-DAC reserves the right to extend the empanelment period by another one year with the same terms and conditions of the EOI, subject to mutual agreement and satisfactory performance of the empanelled vendor.

### 2.13.2 Active Status

An empanelled vendor shall be considered "active" only if they continue to meet the eligibility criteria and performance standards defined by the C-DAC through periodic reviews or assessments.

### 2.13.3 Right to De-Empanel

The C-DAC retains the right to suspend or remove any vendor from the empanelled list at any time during the empanelment period due to non-performance, SLA breaches, change in legal/financial status, or any other reasons deemed appropriate by the C-DAC.

## 2.14 COMPLETENESS RESPONSIBILITY

Notwithstanding the detailed Scope of Work defined in this EOI, any services, resources, technical support, or deliverables not expressly stated but which—in view of the Bidder—are necessary for the effective and successful execution of the Implementation Support Services (including but not limited to business analysis, testing, deployment, user training, L1/L2/L3 support, and post-implementation handholding), shall be deemed to be included within the Bidder's scope. These are required to ensure compliance with the functional and non-functional requirements, performance standards, and operational readiness of the system as per client expectations. Any components or services proposed beyond the specified scope may be listed separately as "Optional Items" by the Bidder.

## 2.15 CORRUPT OR FRAUDULENT PRACTICES

**2.15.1** It is expected that the bidders who wish to bid for this project have highest standards of ethics.

**2.15.2** 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 EOI.

**2.15.3** C-DAC may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the award / execution of contract.

## **2.16 INTERPRETATION OF THE CLAUSES IN THE EOI DOCUMENT**

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

## **2.17 JURISDICTION**

The disputes, legal matters, court matters, if any shall be subject to Pune jurisdiction only.

## **2.18 FORCE MAJEURE**

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

## **2.19 RISK AND OWNERSHIP**

At the empanelment stage, no ownership transfer of deliverables or project outputs is applicable, as no implementation work is assigned under this EOI. The Bidder shall, however, be fully responsible for the accuracy, authenticity, and completeness of all information and documents submitted as part of this EOI. Any false claim, misrepresentation, or invalid documentation may result in rejection of the application, termination of empanelment, and further action as deemed appropriate by C-DAC.

## **2.20 LIMITATION OF LIABILITY**

C-DAC shall not be liable to the Implementation Partner for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of revenue, loss of data, or loss of business opportunities arising out of or in connection with this Empanelment, even if C-DAC was advised of the possibility of such damages. The total cumulative liability of C-DAC, whether in contract, tort (including negligence), or otherwise, arising out of or relating to this Expression of Interest (EOI) or any resulting contract, shall in no event exceed the fees actually paid by C-DAC to the Implementation Partner under the specific work order or agreement giving rise to such liability.

Furthermore, C-DAC shall have no liability for any claims, damages, or losses arising from or relating to: (i) any unauthorized or improper use of software, systems, or deliverables by the Implementation Partner or its personnel; (ii) any third-party claims arising due to breach of intellectual property or confidentiality obligations by the Implementation Partner; (iii) any failure by the Implementation Partner to comply

with applicable laws, regulations, or directions issued by competent authorities; or (iv) any act or omission by the Implementation Partner or its agents during the execution of the assigned project or services.

However, nothing in this clause shall limit or exclude the liability of the Implementation Partner for willful misconduct or gross negligence; breach of confidentiality or data protection obligations; infringement of third-party intellectual property rights; or damages or losses caused to C-DAC due to fraudulent acts or misrepresentations.

## 2.21 TERMINATION OF EMPANELMENT

The empanelment resulting from this Expression of Interest (EOI) is **non-exclusive and non-binding** for the award of any specific project. C-DAC reserves the right to terminate or withdraw the empanelment of any Implementation Support Partner at any time, with or without assigning any reason, by giving **30 days' written notice**.

Such termination may be initiated due to, but not limited to:

- Non-compliance with the terms and conditions of empanelment.
- Misrepresentation or suppression of material facts in the proposal.
- Unsatisfactory past performance during the empanelment period.
- Engagement in unethical or fraudulent practices.
- Administrative reasons

Termination of empanelment will not confer any right of claim for compensation or damages by the empanelled vendor. Similarly, an empanelled vendor may also choose to withdraw from the empanelment by providing 30 days' written notice to C-DAC, clearly stating the reason for such withdrawal. Any project-specific agreement already executed with the empanelled vendor prior to such termination shall continue to remain valid as per its respective terms and conditions.

## 2.22 INDEMNITY

**2.22.1** The implementation partner shall indemnify, defend, and hold harmless C-DAC, its officers, employees, and authorized representatives from and against any and all losses, claims, damages, liabilities, costs, or expenses (including reasonable legal fees) arising out of or in connection with (i) any misrepresentation or false statement made in the application or during the empanelment process, (ii) any breach of the terms, conditions, or undertakings given under the empanelment, (iii) any violation of applicable laws by the Applicant / vendor in connection with the performance of its obligations, or (iv) any negligent act, omission, or willful misconduct by the Applicant / vendor or its personnel. This indemnity shall survive the completion, expiration, or termination of the empanelment process.

**2.22.2** The empanelled vendor shall indemnify, defend, and hold harmless C-DAC, its officers, employees, agents, and authorized representatives from and against any and all claims, liabilities, damages, losses, costs, and expenses (including

reasonable attorney's fees) arising out of or in connection with (i) any breach of the terms and conditions of the empanelment or any related agreement by the vendor, its employees, agents, or subcontractors; (ii) any negligence, misconduct, or willful act or omission of the vendor or its personnel; (iii) any third-party claims, including any action or dispute raised by the Client, arising from the vendor's performance or deliverables; (iv) any infringement of intellectual property rights in relation to the goods or services provided by the vendor; or (v) any non-compliance with applicable laws, regulations, or statutory requirements in the performance of the vendor's obligations. This indemnification obligation shall survive the termination or expiry of the empanelment.

### **2.23 ASSIGNMENT**

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

### **2.24 SEVERABILITY**

If any provision of this EOI is determined to be invalid or unenforceable, it will be deemed to be modified to the minimum extent necessary to be valid and enforceable. If it cannot be so modified, it will be deleted and the deletion will not affect the validity or enforceability of any other provision.

### **2.25 DISPUTE RESOLUTION AND ARBITRATION**

In the event of any dispute, difference, or claim arising out of or in connection with this Expression of Interest (EOI), including its interpretation, scope, implementation, or the rights and obligations of the parties, the same shall, in the first instance, be referred to the Director General, C-DAC for resolution.

The decision of the Director General, C-DAC shall be binding on both parties. If the dispute remains unresolved even after the decision of the Director General, it shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time).

The arbitration shall be conducted by a sole arbitrator, who shall be appointed by the C-DAC. The seat and venue of arbitration shall be Pune, Maharashtra, and the arbitration proceedings shall be conducted in the English language. Each party shall bear its own costs of arbitration, and the fees and expenses of the arbitrator shall be shared equally by both parties, unless otherwise directed by the arbitrator in the final award. Subject to the above, the courts at Pune, Maharashtra shall have exclusive jurisdiction over all matters arising out of or relating to this EOI.

### **2.26 INTEGRITY PACT**

The bidder is required to enter an Integrity Pact with C-DAC. For this, the bidder shall submit the scanned copy of signed, stamped, and notarised Integrity Pact on of

appropriate denomination, as part of technical bid, failing which, the Proposal submitted by the concerned bidder will be summarily rejected.

The original document should be couriered to C-DAC. The format for the Integrity Pact is provided in **Annexure G**.

**Details of Independent External Monitors (IEM) is provided below:**

- 1) Shri. M P Johnson - Email ID- [johnsonmp1961@gmail.com](mailto:johnsonmp1961@gmail.com)
- 2) Shri. Vijay Kumar Singh Email ID - [vijaysinghsls10@gmail.com](mailto:vijaysinghsls10@gmail.com)

**(END OF SECTION II)**



### **3. SECTION III - SPECIAL CONDITIONS OF EOI**

#### **3.1 NON-DISCLOSURE AGREEMENT (NDA)**

Shortlisted vendors shall be required to sign a Non-Disclosure Agreement (NDA) with the C-DAC before engaging in any project-specific discussions or access to sensitive information.

#### **3.2 CONFIDENTIALITY**

**3.2.1** The Applicant / vendor shall maintain strict confidentiality of all information, data, documents, and materials shared by C-DAC, whether in written, oral, electronic, or any other form, and whether marked confidential or not. The Applicant / vendor shall not disclose such information to any third party or use it for any purpose other than as expressly authorized by C-DAC. This obligation of confidentiality shall remain in force at all times, including after the completion or termination of any engagement or association with C-DAC.

**3.2.2** The vendor may disclose the confidential information shared by C-DAC only to its employees, officers, or representatives who have a strict need to know such information for the purpose of carrying out the activities permitted under the engagement with C-DAC, and who are bound by confidentiality obligations no less stringent than those contained herein. The vendor shall ensure that such persons maintain the confidentiality of the information and shall be fully responsible for any breach of confidentiality by them. Disclosure to any third party shall require the prior written consent of C-DAC.

**3.2.3** Upon the completion or termination of the engagement with C-DAC, or upon written request by C-DAC at any time, the vendor shall promptly return all confidential information received from C-DAC, including all copies, summaries, extracts, or other reproductions thereof, in any form or medium. If return is not feasible in the opinion of C-DAC, the vendor shall certify in writing that such information has been permanently destroyed. The vendor shall not retain any copies of the confidential information in any form, except as may be required by applicable law, and in such cases, the confidentiality obligations shall continue to apply to such retained information.

**3.2.4** Any further terms related to the confidentiality of the project, will be covered under the agreement/contract with the vendor.

#### **3.3 CONFLICT OF INTEREST**

The Applicant must disclose any existing or potential conflict of interest related to this empanelment. Any Applicant having a competing solution or product in the same domain as the proposed scope may be disqualified from the empanelment process.

#### **3.4 SUB-CONTRACTING**

Sub-contracting of core project implementation activities is not permitted unless expressly authorized in writing by the C-DAC. The primary responsibility shall lie with the empanelled vendor.

### **3.5 INTELLECTUAL PROPERTY RIGHTS (IPR)**

- 3.5.1** All deliverables, documentation, software code, and other materials developed as part of project assignments shall be the exclusive property of the C-DAC. The implementation partner shall have no rights to use or reproduce the same without prior written consent.
- 3.5.2** All right, title and interest in and to the know-how, the process(es), the Improvements, any derivative works, and all associated intellectual property (including patents, designs, copyrights, trademarks, trade secrets and moral rights) of the project (collectively, the “IP”) shall remain the sole and exclusive property of C-DAC at all times.
- 3.5.3** All improvements or derivative works to the IP developed by or on behalf of the implementation partner (whether alone or jointly with others) shall be promptly disclosed in writing to C-DAC and shall, upon creation, be owned exclusively by C-DAC.
- 3.5.4** To the extent any such improvements or derivative works do not automatically vest in C-DAC, the implementation partner shall irrevocably assign all right, title and interest therein to C-DAC, and shall execute such instruments and do all acts as C-DAC may reasonably request to confirm such ownership.
- 3.5.5** The implementation partner shall promptly notify C-DAC of any suspected infringement or misappropriation of the IP of which it becomes aware.
- 3.5.6** The implementation partner shall reasonably cooperate in any enforcement action or settlement, including by providing documents, testimony and assistance in litigation, administrative or alternative-dispute-resolution proceedings.
- 3.5.7** Any further terms related to the IP of the project, will be covered under the agreement/contract with the vendor.

### **3.6 CHANGE IN CONTROL**

In the event of a change in ownership or control of the implementation partner’s organization, the implementation partner must notify in writing to the C-DAC within 15 (fifteen) days. C-DAC reserves the right to reassess the empanelment status under such circumstances and may, at its sole discretion, terminate or continue the empanelment based on the new ownership or control structure. In such cases, the implementation partner shall ensure a smooth and complete handover of all ongoing work, deliverables, and related documentation to the C-DAC or to any third party designated by C-DAC to avoid any disruption.

### **3.7 PRE-QUALIFICATION CRITERIA**

Following will be the minimum pre-qualification criteria. Each eligible applicant should possess all the following pre-qualification criteria:

Sr. No.	Pre-qualification Criteria	Supporting Compliance Document
1	Applicant shall be a firm/company/partnership firm/trust/society/autonomous body registered under the Companies Act, 2013/the partnership Act, 1932, Limited Liability Partnership Act, 2008 or any other relevant Law, and who have their registered offices in India.	Copy of certificate of incorporation, registration, partnership deed, if any.
2	The bidder should have an <b>average annual turnover</b> in the last <b>three (3) financial years</b> ending March 31, 2025, of <b>not less than INR 5 crores</b> from Implementation Support services	Chartered Accountant Certificate certifying the Average Annual Turnover & Audited balance sheets for the mentioned period.
3	Applicant should not be blacklisted by any Central Govt. /State Govt./ PSU/Municipal Corporations/ other Govt. Bodies or anywhere else.	Certificate signed by the Authorized Signatory.
4	PAN, TAN, GST Registration Certificate.	Copy of Certificate to be enclosed.
5	The Applicant, including its parent company, subsidiaries, or any affiliated entities, <b>must not own, develop, market, or have a working product/solution</b> in the domain or functional area specified under Clause under SECTION I 1.1.3 “About WAMIS” of this EOI.	Undertaking by the Authorized Signatory.
6	Applicant must have successfully completed at least <b>three (3) statewide or nationwide e-Governance software pre and post implementation support projects</b> in India within the <b>last five (5) years</b> , each with a <b>financial layout for post-implementation support component</b> of at least <b>INR 1.5 Crores</b> per year, excluding hardware, infrastructure, licensing, Consultancy costs and Taxes. <b>Note:</b>	Certificate signed by the Authorized Signatory along with relevant documents.

	<p>a. Only projects meeting the criteria specified under Clause 3.8- <b>Qualification Criteria- A</b> of this EOI shall be considered for evaluation.</p> <p>b. For the purpose of this EOI, “pre- and post-implementation support” refers to the complete range of activities undertaken before and after the go-live of a software solution, including (but not limited to) requirement gathering and analysis, gap assessment, integration requirement, testing, deployment, training, go-live assistance, issue management, performance monitoring, user support (L1/L2/L3), documentation updates, and capacity building to ensure sustained system performance and adoption.</p>	
7	<p>Applicant should have at least 150 full time employees on its pay rolls for last three (03) years.</p> <p><b>Note: The Applicant must demonstrate the capability to scale functional, technical, and support resources in alignment with project expansion or increased client base.</b></p>	Certificate by Statutory Auditor or Company Secretary of the Applicant or Authorized Signatory.
8	The bidder should have a pan-India presence, with operational offices, active project deployments, or a resource base in at least two (2) States in each geographic zone (East, West, North, and South) of the country, to ensure scalability and effective on-ground implementation capability.	Acceptable documents include a list of operational offices, client work orders reflecting state-wise deployments, or equivalent proof confirming geographical coverage.

### 3.8 QUALIFICATION CRITERIA

Criteria	Sub-Criteria	Documentary proofs required
<b>Minimum Experience Requirements</b>		

A. Pre & Post-im- plemen- tation support	<ol style="list-style-type: none"> <li>1. The bidder should have successfully provided Pre &amp; Post-implementation support for at least <b>Three (3) State-level or Nationwide e-Gov-ernance Software projects</b> in the last five (5) years.</li> <li>2. Each project should: <ol style="list-style-type: none"> <li>a. Be <b>Enterprise-Wide</b> (i.e., span-ning multiple departments, dis-tricts, or functions)</li> <li>b. Involve <b>integration</b> with external systems.</li> <li>c. Include the deployment of at least <b>3 integrated modules</b> (e.g., workflow, finance, HRMS)</li> <li>d. Have supported a user base of at least <b>5,000 users or citizens</b></li> <li>e. Involved in systems with <b>critical SLAs</b>, incident management, and user training/helpdesk.</li> <li>f. Have deployed at least a <b>5-mem-bers onsite team</b></li> <li>g. Include a post-implementation support period of at least <b>2 con-tinuous years</b> per project</li> <li>h. Have a <b>financial layout for post implementation support</b> of at least <b>INR 1.5 Crores per year</b>, excluding hardware, infrastruc-ture, licensing, Consultancy costs and Taxes.</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>1. Copy of <b>Work Or-der/Contract</b> clearly stating scope and dura-tion</li> <li>2. <b>Completion Cer-tificate or Client-Signed Testimo-nial</b> confirming implementa-tion/post imple-mentation sup-port/BA/Testing etc. activities</li> <li>3. A <b>Project Sum-mary Sheet</b> con-taining: <ol style="list-style-type: none"> <li>a. Roles per-formed (Imple-mentation sup-port /Post Im-plementation support /BA /Testing /PMU etc.)</li> <li>b. Name of the Client</li> <li>c. Duration of the Project</li> <li>d. Scope of activi-ties</li> <li>e. Modules Imple-mented</li> <li>f. Scale (number of users, de-partments, dis-tricts)</li> <li>g. Technolo-gies/Methodol-ogy/Tools/ Framework Used</li> </ol> </li> </ol>
B. BA Capa- bilities	<ol style="list-style-type: none"> <li>1. The bidder should have successfully conducted and documented <b>URS/FRS/SRS/fit-gap analysis</b> be-tween the as-is processes/To-be processes and ERP system capabili-ties for at least <b>3 State-level or Na-tionwide e-governance projects</b> in the last five (5) years.</li> <li>2. Each project should: <ol style="list-style-type: none"> <li>a. Be Enterprise-Wide (i.e., span-ning multiple departments, dis-tricts, or functions)</li> </ol> </li> </ol>	

	<ul style="list-style-type: none"> <li>b. Involve integration with external systems.</li> <li>c. Include the deployment of at least 3 integrated modules (e.g., workflow, finance, HRMS)</li> <li>d. Have supported a user base of at least 5,000 users or citizens</li> <li>e. Be at least 1 year duration</li> </ul> <p><b>Note: Presentation w.r.t. BA capabilities might be scheduled</b></p>	<ul style="list-style-type: none"> <li>h. Duration of post-implementation support (For Post implementation projects only)</li> <li>i. Team Size and roles deployed</li> </ul>
<b>C. Testing Capabilities</b>	<ul style="list-style-type: none"> <li>1. The Bidder should have undertaken and achieved successful UAT (Covering Functional / Integration and VAPT) for <b>at least 3 State-level or Nationwide e-Governance projects</b> in the <b>last five (5) years</b>.</li> <li>2. Each project should: <ul style="list-style-type: none"> <li>a. Be <b>Enterprise-Wide</b> (i.e., spanning multiple departments, districts, or functions)</li> <li>b. Involve <b>integration</b> with external systems.</li> <li>c. Include the deployment of at least <b>3 integrated modules</b> (e.g., workflow, finance, HRMS)</li> <li>d. Have supported a user base of <b>at least 5,000 users or citizens</b></li> <li>e. Be <b>at least 1 year</b> duration</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>4. <b>Declaration</b> by the Bidder Confirming the following: <ul style="list-style-type: none"> <li>a. All activities described in the project scope was performed by the bidder</li> </ul> </li> <li>5. Support Roster / Deployment Proof for onsite support activity</li> <li>6. Issue Tracker / Support Logs (Sample or Redacted) for onsite support activity</li> </ul>
<b>D. Project Management</b>	<ul style="list-style-type: none"> <li>1. The Bidder should have a <b>functional PMU</b> in <b>at least 2</b> Government entities</li> <li>2. Oversight of projects involving <b>multiple stakeholders, vendors, and modules</b>.</li> <li>3. Active role in <b>progress tracking, escalation management, and reporting to senior government officials</b>.</li> <li>4. Each PMU engagement should be functional for <b>at least 1 year</b> duration</li> </ul> <p><b>Note: PMU Site visit might be scheduled.</b></p>	

Minimum Resource Requirements			
The bidder must have a <b>minimum of 150 qualified professionals</b> currently employed (on payroll or long-term contract), with the following role-based distribution:		<b>1. HR Certificate</b> <b>2. Declaration</b> from the Bidding Entity On company letterhead, confirming: a. The individual is part of their team or proposed as a key resource b. The claimed experience is true and verifiable	
Role / Capability	Minimum Required Personnel		Experience Requirement
1. <b>Project Management</b> (e.g., Project Managers, Program Managers, Deployment Leads)	17%		Experience managing state/national e-Governance implementations
2. <b>Business Analysts</b> (BA)	12%		Proven experience in URS/FRS/SRS preparation, fit-gap analysis, and stakeholder engagement
3. <b>QA &amp; Testing Professionals</b>	14%		Experience in system/integration testing, UAT, and VAPT coordination for large-scale projects
4. <b>L1 &amp; L2 Support Staff</b>	20%		On-ground/post-Go-Live support with incident handling, troubleshooting, and escalation
5. <b>Functional &amp; Technical Consultants</b>	37%		Customization (Gap Assessment), integration requirements, and configuration of large enterprise or governance systems
<b>Note:</b>  Each member of the team must possess at least a Bachelor’s Degree (B.E./B.Tech) in Computer, Computer Science, Information Technology, or an MCA/MCS from a recognized			

<p>university or institute. For Business Analyst roles, knowledge of civil construction and infrastructure project management will be preferred.</p>	
--	--

### 3.9 WARRANTY / SUPPORT CLAUSE

- 3.9.1 The Implementation Support Partner shall ensure that all services provided under this engagement are free from deficiencies in process, quality, skill, and completeness, and are aligned with the latest best practices in e-Governance implementation and support. All deliverables and activities must meet the functional and non-functional requirements, quality benchmarks, and timelines as defined by the CDAC.
- 3.9.2 The selected Partner shall provide comprehensive onsite and remote support for all implementation-related services including Requirements Gathering, Testing & QA, User Acceptance Testing (UAT), Client Onboarding, Stakeholder Management, Documentation, and Operations Management during the post-implementation phase as defined in the scope of work.
- 3.9.3 Any gaps, errors, or omissions discovered in the deliverables (e.g., documentation, test plans, onboarding strategies, training materials) during the support or maintenance phase must be rectified or re-delivered at no additional cost within the defined resolution timelines (Next Business Day or as per project-specific agreement).
- 3.9.4 In case of non-availability or unplanned exit of any deployed resource without sufficient notice, the Partner shall ensure suitable replacement with equivalent or better-skilled personnel within 10 working days of notification, failing which penalties as defined may apply.
- 3.9.5 For any major issues related to operations management or support requiring urgent intervention, appropriate qualified manpower shall be made available on-site or remotely within 4 hours of incident reporting.
- 3.9.6 The Implementation Support Partner shall also ensure continuity of service and knowledge transfer in case of resource rotation or replacement, without affecting the quality and progress of the engagement.
- 3.9.7 For subsequent limited tenders, the selected L1 supplier is required to provide a Performance Security against each awarded project. The Performance Security must cover the warranty/support period, and specific details will be outlined in the respective limited tender documents.

### 3.10 EMPANELMENT AND SUBSEQUENT PROJECT AWARD

#### 3.10.1 Empanelment Purpose

This EOI is intended for the empanelment of qualified vendors for providing Implementation Support Services. Empanelled vendors will form a panel (valid for 3 years from the date of empanelment) of eligible bidders for future project requirements.



### 3.10.2 Project-Specific Selection

During the empanelment period, C-DAC will issue limited tenders to all empanelled vendors for each new project or assignment. These tenders will specify project requirements and request both a technical proposal and a commercial quotation (financial bid). The vendor with the lowest quoted price (L1) among those who are technically qualified will be selected. Empanelled vendors may choose whether or not to participate in any of these limited tenders at their sole discretion.

### 3.10.3 Separate Contract Execution

Subsequent to the limited tender process and upon selection of the L1 vendor for a particular project, the C-DAC shall enter into a **separate contract/agreement** with the selected vendor for that specific assignment. The terms and conditions, deliverables, payment milestones, SLA and timelines will be clearly defined in the respective project contract.

### 3.10.4 No Guarantee of Work

Empanelment does not guarantee award of any project or assignment. Work allocation will be strictly based on the outcome of project-specific selection and availability of projects.

## 3.11 PAYMENTS TERMS

### 3.11.1 Project-Specific Payment Agreements

The payment terms for each project shall be mentioned in the subsequent limited tenders and will be incorporated into the **separate contract** executed with the selected L1 empanelled vendor for that specific project or assignment.

### 3.11.2 Milestone-Based Payments

- a. Payments shall be made against the successful achievement of project-specific milestones and deliverables, as defined in the individual project limited tender and subsequent contract.
- b. Each milestone must be verified and approved by the C-DAC Department or its designated authority.

### 3.11.3 Payment upon Receipt of Funds

- a. Payments shall be released only upon receipt of funds by C-DAC from the Funding Agency or Client Department for the respective project.
- b. The vendor shall acknowledge that any delay in fund disbursement from the Client Department may impact payment timelines, and no interest or compensation shall be claimed for such delays.

## 3.12 TERMINATION OF EMPANELLED VENDORS

The C-DAC reserves the right to terminate the empanelment of any vendor, irrespective of whether a limited agreement (project-specific contract) has been executed or not, under the following indicative conditions:

### 3.12.1 Service Level Agreement (SLA) Breach

- a. If the empanelled vendor, during the execution of assigned WAMIS implementation, breaches defined Service Level Agreements repeatedly.
- b. **Specific Threshold:** If the vendor breaches **five (5) or more SLA instances within a project duration of six months**, it may be grounds for termination of empanelment.
- c. **Examples of SLA breaches include, but are not limited to:**
  - Delay in deployment beyond agreed timelines
  - Non-resolution of critical/high-severity issues within agreed TAT (Turnaround Time)
  - Unavailability of key personnel without notice or approved substitution

### 3.12.2 Half-Yearly Review

- a. Empanelled vendors shall be subject to **bi-annual performance reviews**, covering parameters such as:
  - Quality of deployment and deliverables
  - Adherence to timelines and processes
  - Responsiveness and resource availability
  - Stakeholder satisfaction and issue resolution
- b. Poor performance in consecutive reviews may lead to warning, suspension, or removal from the empanelled list.

### 3.12.3 Ongoing Performance Monitoring

- a. Continuous monitoring of vendor conduct, responsiveness, and quality of service will be carried out throughout the empanelment period.
- b. Repeated lapses, lack of cooperation, or poor client feedback may result in empanelment cancellation.

### 3.12.4 Deployment of Blacklisted or Disqualified Resources

- a. If any candidate proposed or deployed by the vendor is found to be involved in any of the following, the C-DAC reserves the right to terminate the vendor's empanelment with immediate effect:
  - Previously **blacklisted** by the Client or any Government department,
  - Involved in fraudulent activities,
  - Providing falsified experience or certifications

**Note:** The above conditions are indicative. The C-DAC reserves the right to take appropriate action based on any other factor that materially affects project success or institutional reputation.

**(END OF SECTION III)**

## **4. SECTION IV - SCOPE OF WORK (SOW)**

The scope of work described in this section represents the overall range of activities that may be required under future projects or assignments. Complete or selective components of this scope may be assigned to an empanelled vendor, depending on the specific project requirements. The final scope allocation, deliverables, and timelines shall be clearly defined at the time of issuance of a subsequent limited tender, which will be published for empanelled vendors only under this EOI.

### **4.1 REQUIREMENTS GATHERING AND BA CAPABILITIES**

- 4.1.1** Conduct workshops and discovery sessions with stakeholders to gather functional and technical requirements.
- 4.1.2** Identify client-specific needs, goals, and pain points.
- 4.1.3** Document all requirements in detail, ensuring alignment with the existing Solution/Product's capabilities and business objectives.
- 4.1.4** Develop and maintain a comprehensive requirements traceability matrix.
- 4.1.5** Should have ability to understand and document business functions such as Finance, HR, Procurement, Inventory, Sales, etc. and conduct fit-gap analysis between the as-is processes and ERP system capabilities
- 4.1.6** Suggest workarounds, customizations, or reengineering where ever required.
- 4.1.7** Should be well versed with Business process Mapping Tools, Flowcharts, and other related tools (JIRA, Confluence, Trello (for requirement tracking and Agile), MS Excel, Word, PowerPoint for reporting, Enterprise Architect or similar for modelling).

### **4.2 GAP ASSESSMENT & SCOPE FINALIZATION**

- 4.2.1** Perform a detailed analysis to identify gaps between client requirements and the Solution/Product's out-of-the-box features.
- 4.2.2** Categorize gaps as:
  - a. Configurable features within the Solution/Product.
  - b. Areas requiring customization or integration.
  - c. Non-feasible requirements with clear justifications.

- 4.2.3 Provide recommendations to bridge identified gaps, including technical solutions or process adjustments.
- 4.2.4 Collaborate with the client and C-DAC to define the project scope, based on gathered requirements and gap analysis.
- 4.2.5 Develop a detailed Scope of Work (SoW) document, including deliverables, timelines, and responsibilities.
- 4.2.6 Establish clear boundaries for the project scope to prevent scope creep, documenting out-of-scope items for future consideration.
- 4.2.7 Obtain formal sign-off from all stakeholders on the finalized scope.

#### 4.3 TESTING AND QUALITY ASSURANCE (QA)

- 4.3.1 Develop a comprehensive testing plan, including test cases and scenarios based on client requirements.
- 4.3.2 Conduct the following levels of testing:
  - a. **Unit Testing:** Validate individual components or modules.
  - b. **Integration Testing:** Ensure seamless interaction between product modules and client systems.
  - c. **System Testing:** Verify the overall functionality and performance of the solution.

- 4.3.3 Identify and resolve defects in collaboration with C-DAC's development team.
- 4.3.4 Provide a detailed testing report highlighting the issues identified, their resolution, and the readiness of the solution.

#### **4.4 USER ACCEPTANCE TESTING (UAT)**

- 4.4.1 Prepare a UAT plan in collaboration with the client & C-DAC's team, including test scenarios, timelines, and success criteria.
- 4.4.2 Support the client's team during the UAT phase by providing guidance and resolving issues.
- 4.4.3 Address UAT feedback by implementing required fixes or adjustments.
- 4.4.4 Ensure formal sign-off from the client on UAT completion, indicating readiness for deployment.

#### **4.5 CLIENT ONBOARDING**

- 4.5.1 Execute the agreed-upon onboarding plan, ensuring all client-specific configurations are completed.
- 4.5.2 Ensure the seamless installation of Solution/Product jointly with C-DAC team on the required infrastructure (On-premises/SDC/Cloud).
- 4.5.3 Support data migration and integration with the client's existing systems if any.
- 4.5.4 Provide end-user training and create documentation tailored to client needs.
- 4.5.5 Facilitate a seamless go-live process with post-go-live support to address any immediate issues.

#### **4.6 SUPPORT SERVICES - OPERATIONS MANAGEMENT INCLUDING ONSITE SUPPORT**

The implementation partner will provide tiered support as follows:

##### **4.6.1 L1 Support:**

- a. Address general inquiries and provide basic troubleshooting.
- b. Log issues in the ticketing system and escalate unresolved cases to L2.
- c. Training/Capacity Building of end users

##### **4.6.2 L2 Support:**

- a. Resolve moderately complex issues, including configuration errors and minor bugs.
- b. Collaborate with internal teams to meet client-specific requirements.

##### **4.6.3 L3 Support:**

(Will be largely handled by the C-DAC team. But few select in the support team should have capabilities to understand technicalities and co-ordinate with the C-DAC development team)

- a. Work closely with C-DAC's development team to resolve system-level defects.

#### 4.7 STAKEHOLDER MANAGEMENT

- 4.7.1 Serve as the primary point of contact for the client during onboarding and support.
- 4.7.2 Build and maintain strong relationships with client stakeholders.
- 4.7.3 Provide regular updates on project progress and address client concerns promptly.
- 4.7.4 Conduct periodic review meetings to gather feedback and align on priorities.
- 4.7.5 Act as a liaison between the client and C-DAC for escalations and critical issues.
- 4.7.6 Proficient in managing cross-functional stakeholders
- 4.7.7 Strong facilitation and negotiation skills
- 4.7.8 Experience in running steering committee meetings and user acceptance testing (UAT) sessions.

**Note:** Regular Interactions with the stakeholders will be primary responsibility of the Implementation partner. C-DAC Pune team members may Travel to client location for key meetings/events based on discussions between SPOC's of both the teams.

#### 4.8 CAPACITY BUILDING

- 4.8.1 Develop and deliver training programs to enhance the skills of client teams.
- 4.8.2 Identify motivated and interested officials as Master trainers, impart hands-on Training on usage of Solution/Product as per the Agreement/Mutually agreed plan to Master Trainers and Identified users.
- 4.8.3 Build knowledge transfer sessions to empower clients to manage day-to-day operations independently.
- 4.8.4 Create comprehensive documentation, including user guides, FAQs, and best practices.
- 4.8.5 Assist in setting up internal support teams for clients, including coaching on troubleshooting and system optimization.
- 4.8.6 Enable clients to adopt new product features and capabilities seamlessly.

#### 4.9 MANPOWER DEPLOYMENT

Deploy appropriately skilled resources at a centralized client location/HQ as per the agreement or as may be proposed by the client. Preference shall be given to deployment of local resources from the respective state, wherever feasible.

#### 4.10 REPORTING AND METRICS

- 4.10.1 Provide performance metrics such as ticket resolution times, escalation rates, and satisfaction scores.
- 4.10.2 Share monthly and quarterly performance reports.
- 4.10.3 Share insights and recommendations for continuous improvement during regular review meetings.

#### 4.11 EXTENDED SUPPORT FOR SOLUTION DESIGN AND DEVELOPMENT (ON A NEED BASIS)

- 4.11.1 The implementation partner is expected to provide development support only when required, based on specific project needs or client demands.
- 4.11.2 Development activities may include, but are not limited to:
  - a. Customizations to the product.
  - b. Integration with third-party systems.
  - c. Addressing unique client-specific requirements.
- 4.11.3 Requests for development support will be initiated by C-DAC, outlining:
  - a. Scope of the required development.
  - b. Expected deliverables and timelines.
  - c. Skillsets needed for the task (e.g., Java, .NET, UI/UX, databases, or web servers).
- 4.11.4 The implementation partner will allocate resources with the appropriate expertise and provide a detailed effort estimation for approval before starting work.
- 4.11.5 All development work will be monitored and approved by C-DAC to ensure alignment with overall project goals and timelines.

**Required Technical Stack:** Enterprise Java/MS Dot Net Platforms, and having expertise in Cybersecurity, SOC Implementation, DevOps, Solution/deployment Architects, UI/UX experts, Databases (MySQL, Postgres, Oracle, MSSQL, Mongo DB etc), Web Application Servers (Apache, Jboss etc).

**Note:** Technology stack list is indicative.

#### 4.12 MAINTENANCE & SUPPORT SLA

- 4.12.1 Must agree to defined SLA terms: uptime guarantee, response time, issue resolution time.
- 4.12.2 Provision of AMC (Annual Maintenance Contract) or ATS (Annual Technical Support) for minimum 3 years

#### 4.13 DOCUMENTATION SKILLS & RESPONSIBILITIES:

The Implementation Support Partner shall be responsible for providing comprehensive documentation support throughout the lifecycle of the engagement, including but not limited to the following:

- 4.13.1 Business Requirement Documents (BRDs)
- 4.13.2 Functional Requirement Specifications (FRS)
- 4.13.3 Use cases and user stories.
- 4.13.4 User manuals
- 4.13.5 Training Materials
- 4.13.6 Issue & Risk Logs

#### **4.14 CHANGE MANAGEMENT SUPPORT**

- 4.14.1 Contribute to change impact assessments
- 4.14.2 Collaborate with change agents and training teams
- 4.14.3 Help in drafting communication and transition plans

#### **4.15 RESOURCE BACKUP AND REPLACEMENT**

- 4.15.1 Continuity of Resources: The Implementation Partner shall ensure continuity of all key personnel deployed for the assignment throughout the project duration.
- 4.15.2 Replacement of Personnel: In the event of unavailability or exit of any deployed personnel, the Partner must provide a replacement with equivalent or higher qualifications and relevant experience, subject to prior approval by the Client.
- 4.15.3 Notice and Knowledge Transfer: At least 15 working days' notice must be given before replacing any resource, except in emergencies. The Partner shall ensure proper knowledge transfer from the outgoing to the incoming personnel to avoid disruption.
- 4.15.4 Backup Resource Pool: The Partner must maintain a readily available backup pool for key roles and share backup profiles at the time of contract signing or upon request by the Client.
- 4.15.5 Client Approval Mandatory: All replacements shall be subject to review and approval by the Client. The Client reserves the right to interview or reject proposed replacements.

#### **4.16 INFORMATION AND CYBER SECURITY**

The vendor shall adhere to standard government cyber security guidelines and best practices to ensure data confidentiality, integrity, and availability throughout the engagement.

**(END OF SECTION IV)**



## 5. SECTION - V: ANNEXURES TEMPLATES

### A. DOCUMENTS LIST / INDEX

Sr. No.	Description	Annexure No.	Page No (s)	Linked Criterion
1.	Document Checklist along with signed, stamped and page numbered proposal/bid.			
2.	Covering letter, as per Annexure - B Template.			General submission
3.	Authority letter, as per Annexure - C Template.			General submission
4.	Bid Security Declaration Annexure - D Template.			General submission
5.	Undertaking towards compliance to Land Border Sharing OM / Order as per Annexure E Template.			General submission
6.	Undertaking/ Declaration towards compliance to Make In India OM / Order as per Annexure F Template.			General submission
7.	Integrity Pact as per Annexure G Template.			General submission
8.	EOI Fees Details - Scanned copy / Details of Demand draft/RTGS etc. towards EOI fee.			General submission
9.	A copy of Certificate of Incorporation, Partnership Deed / Memorandum and Articles of Association / any other equivalent document showing date and place of incorporation, as applicable, in support of eligibility criteria.			Pre-Qualification Criteria (PQC) PQC Sr. No. 1
10.	Chartered Accountant Certificate certifying the Average Annual Turnover (FY 2022-23 to 2024-25) & Audited balance sheets for the mentioned period			PQC Sr. No. 2
11.	Black-listing / litigation non-debarment affidavit.			PQC Sr. No. 3
12.	Copies of PAN and GST registration certificates, as applicable.			PQC Sr. No. 4

13.	Undertaking - No competing WAMIS-like solution as per Annexure H Template			PQC Sr. No. 5
14.	Certificate signed by the Authorized Signatory			PQC Sr. No. 6
15.	Employee strength certificate (Statutory Auditor/CS) showing 150 Full Time staff			PQC Sr. No. 7
16.	Pan-India presence proof (office list / work-orders)			PQC Sr. No. 8
17.	Project 1 dossier Work-order, Completion/Client certificate, Project Summary Sheet			Qualification Criteria (QC) QC - Minimum Experience Requirements
18.	Project 2 dossier (same as above)			QC - Minimum Experience Requirements
19.	Project 3 dossier (same as above)			QC - Minimum Experience Requirements
20.	HR Certificate, Declaration, Resource CV matrix for proposed PM/BA/QA/L1-L2/L3/ Consultants (role-wise)			QC - Minimum Resource Requirements
21.	Sample support artefacts (issue tracker logs, UAT sign-offs, VAPT report redacted)			QC - Support & Testing capabilities
22.	Any Optional documents (ISO 9001/27001, CMMI-SVC Lvl 3+ certificates, MSME/Start-Up certificate, etc.)			Value-adds

## B. COVERING LETTER

Date:

To:

The Centre Head,

Centre for Development of Advanced Computing (C-DAC)

Innovation Park, Panchavati, Pashan Road,

Pune - 411008 Maharashtra, INDIA

Subject: Submission of bid against .....

Dear Sir,

We, the undersigned, offer ....., in response to your EOI No ----- We hereby submitting our proposal for same, which includes Technical bid and the Financial Bid through GEM portal

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

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

We agree to abide by all the terms and conditions of the EOI document, including corrigenda. We would hold the terms of our bid valid for 120 days as stipulated in the tender document & the prices offered till the end of the execution of the Order.

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

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

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:

## C. AUTHORITY LETTER

Date:

To:

The Centre Head,

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

Subject: Authority Letter

Reference: EOI No. -----

Dear Sir,

We, M/s \_\_\_\_\_ (Name of the Bidder) having registered office at \_\_\_\_\_ (address of the Bidder) herewith submit our bid against the said EOI document.

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

The undersigned is authorised to issue such authorisation on behalf of us.

For M/s \_\_\_\_\_ (Name of the Bidder)

Signature and company seal

Name

Designation

Email

Mobile No.

**D. Bid Security Declaration****(ON COMPANY'S LETTER HEAD)**

Date:

To:

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

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

Ref: EOI Ref. No. ....

Dear Sir,

We, the undersigned, offer the services as per EOI of -----  
-----to C-DAC Pune, in response to your EOI Ref. No .....

We are hereby submit our proposal for same, which includes the technical bid. As a part of eligibility requirement stipulated in said EOI document, we hereby submit this declaration, as given below:

Our bid shall remain valid for .....-**days** from the date of submission and that we will not withdraw or modify our bid during the validity period,

In case, we are declared as empanelled supplier and an empanelment order is placed on us, we will submit the acceptance in writing within 7 days of placement of such order on us.

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 ineligible for said tender and /or debarred from any future bidding process of C-DAC for a period of minimum two years.

The undersigned is authorized to sign this undertaking.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:

## E. CERTIFICATE/UNDERTAKING FROM BIDDER

(ON COMPANY'S LETTERHEAD)

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

Ref: EOI No. .... dt. ....

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

In view of this, we certify that,

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

OR

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

c.

(Delete whatever is not applicable) For (Name of Bidder)

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

## F. MAKE IN INDIA DECLARATION

(PLEASE SUBMIT THE CERTIFICATE AS PER FORMAT GIVEN BELOW -TO BE SUBMITTED BY COST ACCOUNTANT OR STATUTORY AUDITOR)

To:

The Centre Head,  
Centre for Development of Advance Computing, Pune - 411008

Sub: EOI for .....

Ref: EOI No. ....

We hereby certify that the goods / software / solution / services being offered by us vide our proposal, comply with the provisions of the Make In India Order No. P-45021/2/2017-PP(BE-II)-Part(4) Vol.II dated 19.07.2024 issued by Public Procurement Section, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, GOI along with achieving Minimum Local Content as declared by the relevant Ministries/ Departments.

We also certify that, we are not from a country sharing land border with India as defined in Order No.F.7/10/2021-PPD (1) (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI and the goods/software offered by us comply with the provisions of said order (details provided below).

***We hereby certify the details pertaining to services offered by us, against the tender requirement is given below:***

Sr No	Item Description, Make, Model	Country of origin of Services	Percentage of local contents	Details of the location(s) at which the local value addition is made
1	Service Details in brief			

***Note 1: The Country of origin / manufacturing, should be declared services being offered.***

***Note 2: CDAC reserves the right to Accept / Reject / Cancel the bid / bidder, at its sole discretion, based on the responses received against the MII and Land border sharing declarations submitted by the bidders / vendors.***

For (Name of bidder)

Authorized Signatory Name & Designation:

**Mobile No:**

## G. INTEGRITY PACT

(To be executed on stamp paper of appropriate denomination duly notarised)

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

### By and Between

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

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

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

### Preamble

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

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

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



## Section 1

### Commitments of the Principal

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

## Section 2

### Commitments of the Bidder/ contractor

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

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

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

### **Section 3**

#### **Disqualification from tender process and exclusion from future contracts**

- 1) If the Bidder, before the Contract is awarded, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question:
  - a) the Principal is entitled to disqualify the Bidder from the tender process or to terminate the Contract, if already signed, for such reason.

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

#### **Section 4**

##### **Compensation for Damages**

- 1) Without prejudice to any rights that may be available to the Principal under any law or the contract or its laid down policies and procedures, the Principal shall have the following rights in case of breach of this Pact by the Bidder/Contractor:
  - a) To forfeit the Earnest Money/Bid Security if the Bidder is disqualified from the tender process prior to the award in terms of Section 3;
  - b) To forfeit/invoke the Security Deposit/ Performance Bank Guarantee if the Principal has either terminated or is entitled to terminate the Contract of the Bidder in terms of Section 3.
  - c) To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the Bidder / Contractor.
  - d) To immediately cancel the contract, if already signed, without giving any compensation to the bidder / contractor. The Bidder / Contractor shall be liable to pay the compensation for any loss or damage to the Principal resulting from such cancellation / rescission and the Principal shall be entitled to deduct the amount so payable from the amount due to the Bidder / Contractor.

- e) To recover all sums already paid by the Principal, with interest at \_\_\_% @ p.a. if any outstanding payment is due to the Bidder / Contractor from the Principal in connection with any other contract, such outstanding payment could also be set off to recover the aforesaid sum and interest.
- f) To recover all sums paid in violation of this Pact by the Bidder / Contractor to any middleman or agent or broker with a view to securing the contract.

## **Section 5**

### **Previous transgression**

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

## **Section 6**

### **Equal treatment of all Bidders / Contractors / Subcontractors**

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

## **Section 7**

### **Independent External Monitor / Monitors**

- 1) The Principal appoints competent and credible Independent External Monitor as nominated and approved by the Central Vigilance Commission. The task of the IEM is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Pact. The IEM would be required to sign 'Non- Disclosure Agreements' alongwith a declaration of 'Absence of Conflict of Interest'. In case of any conflict of interest arises at a later date, the IEM shall inform Chairperson of the Board of the Principal and recuse himself/herself from that case.

- 2) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal. The IEM would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 3) The Bidder / Contractor accepts that the IEM has the right to access, without restriction, all Project documentation available with the Principal including the documents/ records/ information provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The IEM is under contractual obligation to treat the documents/ records/ information of the Bidder/Contractor/ Subcontractor with confidentiality.
- 4) The Principal will provide to the IEM sufficient information about all meetings among the parties related to the Project provided that such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor. The Parties will offer to the IEM the option to participate in such meetings.
- 5) As soon as the IEM notices, or suspects, a violation of this Pact, he will inform the Management of the Principal and request the Management to discontinue or rectify the violation, or take any other relevant action. The IEM can in this regard submit nonbinding recommendations. Beyond this, the IEM has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to the Bidder / Contractor to present his case before making its recommendations to the Principal.
- 6) The IEM is expected to tender their recommendation on all the complaints within 30 days of their receipt, to the Chairperson of the Board of the Principal. Further, should the occasion arise, the IEM may submit proposals for correcting problematic situations.
- 7) If the IEM has reported to the Chairperson of the Board of the Principal a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India/Indian Penal Code, 1860, or any other relevant laws and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEM may transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8) The word 'IEM' would include both singular and plural.

## Section 8

## Pact Duration

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

## Section 09

### Other provisions

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

-----

For the Principal

-----

For the Bidder / Contractor

Place -----

Witness 1 : -----

Date -----

Witness 2: -----

## H. Undertaking Regarding Non-Ownership of Product/Solution in Public Infrastructure Management

(ON COMPANY'S LETTERHEAD)

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

EOI Reference No.: \_\_\_\_\_

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

Subject: Undertaking on Non-Ownership of Product/Solution in Public Infrastructure Management

We, the undersigned, do hereby solemnly affirm, declare, and undertake the following:

- 1) That the Applicant, including its parent company, subsidiaries, affiliates, associates, or any related entities, **does not currently own, develop, market, license, or otherwise commercially offer any product, solution, or application** that directly competes with, or operates in, the domain or functional scope described under Clause 1.1.4 "About WAMIS" of SECTION I of this Expression of Interest (EOI) document.
- 2) That we understand and acknowledge that **any concealment, misrepresentation, or false declaration** made in relation to this undertaking shall constitute a material breach of the terms of this EOI and may, at the sole discretion of C-DAC:
  - result in immediate rejection of our application for empanelment;
  - lead to termination of empanelment, if already granted;
  - invite legal or administrative action, including but not limited to blacklisting, forfeiture of security deposits, or any other remedial measure as deemed fit by C-DAC.

We further confirm that the contents of this declaration are true and correct to the best of our knowledge, information, and belief, and that this undertaking is being given with full understanding of the obligations and liabilities arising therefrom.

Signed on this \_\_\_\_ day of \_\_\_\_\_, **20** at \_\_\_\_\_.

### Authorized Signatory:

Name:

Designation:

Organization Name:

Seal/Stamp:

**(END OF SECTION V)**

**\*\*\* END OF DOCUMENT \*\*\***