

**Government of India**  
**Ministry of Finance (Department of Expenditure)**  
**Office of the Controller General of Accounts**  
**(Administration Section)**  
**Lok Nayak Bhawan, New Delhi-110511**  
Tel: No. 011-24616507; Fax: #91-11-24627678  
email: [sys@nic.in](mailto:sys@nic.in)

## REQUEST FOR PROPOSAL (RFP) DOCUMENT

For supply of services of

**(i) Six Sr. Developers and**

**(ii) Five Sr. Programmers**

(for a period of one year which may be extended further depending on the requirements of the employer)

for development of software applications and reporting tools  
in O/o the Controller General of Accounts.

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## **DISCLAIMER**

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Employer/Authority or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Employer/Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

The Employer/Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Employer/Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Employer/Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

(Letter to firms/agencies shortlisted based on EOI)

Section 1. Letter of Invitation

**Government of India**  
**Ministry of Finance (Department of Expenditure)**  
**Office of the Controller General of Accounts**  
**Administration**  
**Lok Nayak Bhawan, New Delhi-110511**  
**Tel: No. 011-24616507; Fax: 011-24693986**  
**email: [sys@nic.in](mailto:sys@nic.in)**

F. No. MF.CGA/ITD-SPC/07-11/2009-10/IT Activities/

November 25, 2014

To

Name and Address of the Firm/Agency shortlisted  
based on evaluation of EOI

Subject: **Hiring of services of firms/agency For supply of services of (i) Six Sr. Developers and (ii) Five Sr. Programmers for development of software applications and reporting tools in O/o the Controller General of Accounts**

Dear Mr./Ms.

1. Office of the Controller General of Accounts (CGA), Ministry of Finance (Department of Expenditure), Government of India being the apex body of the Civil Accounts Organisation initiates development of software utilities to cater to the accounting and financial management of the organisation.
2. O/o the CGA had invited EOI from eligible Software Development firms/agencies for hiring of services of (i) Six Senior Developers and (ii) Five Senior Programmers. The initial requirement is for a period of one year which may be extended further depending on the requirements of the employer.
3. As your firm has been short-listed based on your EOI submitted to this office in March, 2014, you are now invited to submit your proposal as per the attached RFP document. More details on the services are provided in the Terms of Reference in this RFP document. RFP is also available on CGA's Website [www.cga.nic.in](http://www.cga.nic.in).
4. A firm shall be selected under two stage selection process for evaluation of Proposals/Bids as described in this RFP. In the first stage, a technical evaluation will be carried out. In the second stage, a financial evaluation will be carried out. Proposals will finally be ranked according to their combined technical and financial scores as per Quality-cum-Cost Based Selection (QCBS)

process under which 70% weightage will be given to the Technical Evaluation and 30% weightage to the Financial Evaluation.

5. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Information to firms/agencies regarding the procedure for submission of the proposal (including Data Sheet)

Section 3 - Terms of Reference

Section 4 - List of Key Positions whose CV and experience would be evaluated

Section 5 - Bid evaluation Criteria and selection procedure

Section 6 - Technical Proposal - Standard Forms

Section 7 - Financial Proposal - Standard Forms

Section 8 - Standard Forms of Contract

6. Please inform us in writing at the address "the Deputy Controller General of Accounts (Admn), Office of the Controller General of Accounts, Lok Nayak Bhawan, New Delhi-110511", upon receipt:

- (a) that you have received the Letter of Invitation and RFP document; and
- (b) that you will submit the proposal by the date & time indicated in Clause-4 of Part II (Datasheet) of the information to Firm/Agencies called project specific information.

**(C. Maheshwaran)**  
**Dy. Controller General of Accounts**

## **Section 2**

### **Information to firms/agencies/Service Providers regarding the procedure for submission of the proposal**

#### **Part I**

#### **Standard**

##### **1. Definitions**

(a) "Employer/Authority" means the Ministry/Department who has invited the bids for services of IT Professionals and with which the selected firm/agency signs the Contract for the Services of IT Professionals and to which the selected firm/agency shall provide services as per the terms and conditions and TOR of the contract.

(b) "Firm/Agency" means any entity (including its sub-contractors) who have been shortlisted to submit their proposals that may provide or provides the Services to the Employer/Authority under the Contract.

(c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.

(d) "Project specific information" means such part of the Instructions to Service Providers used to reflect specific project and assignment conditions.

(e) "Day" means calendar day.

(f) "Government" means the Government of India

(g) "Information to firms/agencies regarding the procedure for submission of the proposal" (Section 2 of the RFP) means the document which provides short-listed Service Providers with all information needed to prepare their proposals.

(h) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Authority to the short-listed Service Providers.

(i) "Personnel" means IT Professionals and support staff provided by the Service Provider to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside India; "Domestic Personnel" means such professionals and support staff who at the time of being so provided had their domicile in India.

(j) "Proposal" means the Technical Proposal and the Financial Proposal.

(k) "RFP" means the Request For Proposal prepared by the Employer/Authority for the selection of Service Provider/IT Professionals, based on the SRFP.

(l) "SRFP" means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.

(m) "Assignment/job" means the work to be performed by the IT Professionals pursuant to the Contract.

(n) "Sub-Contractor" means any person or entity with whom the Service Provider subcontracts any part of the Assignment/job.

(o) "Terms of Reference" (TOR) means the document included in the RFP as Section 3 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Service Provider, and expected results and deliverables of the Assignment/job.

## **2. Introduction**

2.1 The Employer/Authority named in the Part II Data Sheet will select a firm/agency (the service provider) from those to whom the LOI has been addressed, in accordance with the method of selection specified in the Part II Data Sheet.

2.2 The name of the assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/job has been described in the Terms of Reference in Section 3.

2.3 The date, time and address for submission of the proposals have been given in Part II Data Sheet.

2.4 The short-listed firms/agencies are invited to submit their Proposal, for consulting Assignment/job named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a Contract to be signed with the selected firm/agency.

2.5 Firm/agency should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/job and Local conditions, firms/agencies are encouraged to meet the Authority's representative named in Part II Data Sheet before submitting a proposal and to attend a pre-proposal meeting if one is specified in the Part II Data Sheet. Attending the pre-proposal meeting is optional. Firm/agency should contact the Authority's representative to arrange for their visit or to obtain additional information on the pre-proposal meeting. Firm/agency should ensure that these representatives are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.6 The Employer/Authority will provide at no cost to the firm/agency the inputs and facilities specified in the Part II Data Sheet, needed to carry out the Assignment/job, and make available relevant project data and reports.

2.7 Firms/agencies shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer/Authority is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the firm/agency.

### **3. Clarification and Amendment of RFP Documents**

3.1 Firms/Agencies may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer/Authority's address indicated in the Part II Data Sheet. The Authority will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all firms/agencies.

3.2 Should the Employer/Authority deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 4.3 below.

3.3 At any time before the submission of Proposals, the Employer/Authority may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all firms/agencies and will be binding on them. Firms/agencies shall acknowledge receipt of all amendments. To give Firms/Agencies reasonable time in which to take an amendment into account in their Proposals the Employer/Authority may, if the amendment is substantial, extend the deadline for the submission of Proposals.

### **4. Conflict of Interest**

4.1 Employer/Authority requires that the Firms/Agencies ensure that the selected IT Professionals provide professional, objective, and impartial services and at all times hold the Employer/Authority's interests paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interests and act without any consideration for future work.

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

### **5. Unfair Advantage**

5.1 If a short-listed Firm could derive a competitive advantage from having provided the desired services related to the assignment/job in question and which is not defined as conflict of interest as per para 5 above, the Authority shall make available to all short-listed Firms/Agencies together with this RFP all information that would in that respect give such Firm any competitive advantage over competing firms.

### **6. Proposal**

6.1 Short-listed Firms may only submit one proposal for all eleven IT Professionals. If a Firm submits or participates in more than one proposal, all such proposals submitted by the said Firm/Agency shall be disqualified.



## 7. Proposal Validity

7.1 The Part II Data Sheet to firm indicates how long Firms' Proposals must remain valid after the date of submission. During this period, Firms shall maintain the availability of IT Professionals nominated in the Proposal and also the financial proposal unchanged. The Authority shall make its best effort to complete negotiations within this period. Should the need arise; however, the Employer/Authority may request Firms to extend the validity period of their proposals. Firms/Agencies who agree to such extension shall confirm that they maintain the availability of the IT Professionals nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Firms could submit new IT Professionals in replacement, who would be considered in the final evaluation for contract award. Firms who do not agree have the right to refuse to extend the validity of their Proposals; under such circumstance the Employer/Authority shall not consider such proposal for further evaluation.

## 8. Preparation of Proposals

8.1 The Proposal as well as all related correspondence exchanged by the Firms and the Employer/Authority shall be written in English language, unless specified otherwise.

8.2 In preparing their Proposal, Firms are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of the Proposal.

8.3 While preparing the **Technical Proposal**, Firms must give particular attention to the following:

- (a) **The number of IT Professionals and the period for which they are required is as shown in the Part II Data sheet.**
- (b) **Curriculum vitae (CV) in respect of at least two persons shall be submitted against each position mentioned (e.g. at least 12 CVs shall be submitted for six Sr. Developers).**

8.4 Firms are required to submit their Technical Proposal (TP) in forms provided in Section-6. The Part II Data sheet in Section-2 indicates the formats of the Technical Proposal to be submitted. **Submission of the wrong type of Technical Proposal shall result in the Proposal being deemed non-responsive.** The Technical Proposal shall provide the information indicated in the following paras from (a) to (d) using the attached Standard Forms (Section 3). Form TECH-1 in Section-6 is a sample letter of technical proposal which is to be submitted alongwith the technical proposal.

- (a) A brief description of the firm's organization shall be provided in Form TECH-2. Assignment/jobs completed by individual Professional staff working privately or through other firms cannot be claimed as the experience of the Firm, or that of the Firm's associates, but can be claimed by the IT Professional themselves in their CVs. Firms should substantiate the claimed experience alongwith the proposal and must submit letter of award/copy of contract for all the assignments mentioned in the proposal.
- (b) CVs of the IT Professionals shall be signed by themselves (Form TECH-3 of Section 6).

- (c) Item-wise details of skills and experience must be given in the format form TECH-3A of Section 6.
- (d) Information regarding any conflicting activities and declaration thereof to be given in Form TECH-4 of Section 6.

8.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

8.6 **Financial Proposal:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 7). It shall contain the Consolidated Monthly Charges for providing the services of IT Professional(s) on hire to the O/o Controller General of Accounts in respect of each of the domains for which IT Professional are required/proposed for selection. The cost/charges mentioned here shall be firm and include the total cost of providing the services, including all applicable duties & taxes. TDS as applicable shall be deducted from the payment to be made to the firm. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

## 9. Taxes

9.1 The Firms/Agencies shall fully familiarize themselves about the applicability of Domestic taxes (such as: value added or sales tax, service tax or income taxes, duties, fees, levies) on amounts payable by the Authority under the Contract. All such taxes shall be included by the firm in the financial proposal.

## 10. Currency

10.1 The price quoted by Firms/Agencies in the financial proposal for providing the services shall be in Indian Rupees.

## 11 Earnest Money Deposit (EMD)

### 11.1 Earnest Money Deposit

- I. An EMD of Rs.2,50,000/- (Rupees Two Lakhs & Fifty Thousand only) in the form of DD drawn in favour of the Pay & Accounts Officer, O/o the CGA and payable at Delhi, shall be submitted alongwith the Proposal.
- II. Proposals not accompanied by EMD shall be rejected as non-responsive.
- III. No interest shall be payable by the Employer/Authority for the sum deposited as earnest money deposit.
- IV. No bank guarantee shall be accepted in lieu of the earnest money deposit.
- V. The EMD of the unsuccessful bidders shall be returned back within **one month** of signing of the contract with the successful bidder.

11.2 The EMD shall be forfeited by the Authority in the following events:

- I. If Proposal is withdrawn during the validity period or any extension thereof agreed by the firm/agency.

- II. If the Proposal is varied or modified in a manner not acceptable to the Authority after opening of Proposal during the validity period or any extension thereof.
- III. If the firm tries to influence the evaluation process.
- IV. If the First ranked Firm/Agency withdraws its proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the firm).

## **12 Bid Processing Fees**

All firms/agencies are required to pay **Rs.1,000/- towards Bid Processing Fees** in the form of demand Draft drawn in favour of Pay & Accounts Officer, O/o the CGA and payable at Delhi. The Bid Processing Fee is Non-Refundable. Bid processing fee must be submitted along with the Proposal.

**The Demand Drafts in respect of EMD and Bid Processing Fee shall be placed in separate sealed covers and shall not be mixed with the technical proposal and/or financial proposal. Please note that the Proposal, which does not include the bid processing fees, shall be rejected as non-responsive.**

## **13. Submission, Receipt, and Opening of Proposal**

13.1 The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the firms themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals shall respectively be in the format of TECH-1 to TECH-4 of Section 6, and FIN-1 of Section 7.

13.2 An authorized representative of the Firm/Agency shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

**13.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL". Similarly, the original Financial Proposal shall be placed in a separate sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the Assignment/job.** The envelopes containing the Technical Proposals, Financial Proposals, EMD and bid processing fees shall be placed in an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE 11.12.2014". The Employer/Authority shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. Such circumstance shall be case for Proposal rejection. **The Financial Proposal not submitted in a separate sealed envelope duly marked as indicated above, shall be liable for rejection of the whole proposal as non-responsive.**

13.4 The Proposals must be sent (preferably may be delivered personally) to the address/addresses indicated in the Data sheet and received by the Authority no later than the time and the date indicated in the Data sheet, or any extension to this date in accordance with

para 3.3 above. Any proposal received after the deadline for submission shall be returned unopened.

#### **14. Proposal Evaluation**

14.1 No Firm/Agency shall contact the Employer/Authority from the time of opening of technical proposals till the award of Contract, in any matter related to its Technical and/or Financial Proposal. Any effort by a Firm/Agency to influence the Employer/Authority in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract shall result in the rejection of the Firm/Agency's Proposal.

14.2 The Employer/Authority has constituted a Consultancy Evaluation Committee (CEC) to carry out the entire evaluation process.

14.3 Evaluation of Technical Proposals:

CEC, while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.

14.4 The CEC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive technical proposals shall be further taken up for evaluation. The qualification of the IT Professionals and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.

#### **14.5 Public opening & evaluation of the Financial Proposals:**

Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified the Data sheet, in the presence of representatives of the Firms/Agencies who choose to attend. The name of the Firms/Agencies, their technical score (if required) and their financial proposal shall be read aloud.

#### **14.6 Computational Errors:**

The CEC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the latter will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Item-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.

#### **14.7 Quality-cum-Cost Based Selection (QCBS):**

After opening of financial proposals, appropriate selection method as described in data sheet shall be applied to determine the firm who will be declared winner and be Eligible for award of the contract. The Authority shall adopt a two stage selection process in evaluating the Proposals as per **Quality-cum-Cost Based Selection (QCBS)** process under which 70% weightage will be given to the Technical Evaluation and 30% weightage to the Financial Evaluation.

#### **15. Award of Contract**

15.1 The selected Firm/Agency will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of Contract in Section-8, within 15 days of issuance of the Letter of Award (LOA).

15.2 The selected Firm/Agency shall commence the assignment/job on the date and at the location specified in the Part II Data Sheet.

#### **16. Bank Guarantee for Performance Security**

16.1 After award of the work, the selected Firm/Agency shall be required to submit a Performance Guarantee of Rs.5,00,000/- (Rupees Five Lakh) only in the form of Bank Guarantee issued by a Scheduled Commercial bank, valid for 13 months from the date of LOA, as per the format given in Appendix-E, which shall be invoked/encashed in the event of breach of contract or on non-fulfilment of any of the terms & conditions contained in the Agreement. BG shall be renewable for further period as may be required by the Employers/Authority subsequent to extension of the contract period.

#### **17. Confidentiality**

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Firms who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract.

**INSTRUCTIONS TO FIRM/AGENCY**

**Part-II  
DATA SHEET**

<b>Clause No. of Data Sheet</b>	<b>Particulars</b>	
1	Name of the Employer/Authority	Controller General of Accounts, Department of Expenditure, Ministry of Finance, Lok Nayak Bhawan, New Delhi-110511 Tel. No. 0091-11-24622029; Admn. Section Tel: 011-24616507 Fax: 0091-11-24627678 Email <sys@nic.in>;
2	Name of the Assignment/job is	Hiring of services of a firm/agency for supply of services of (i) Six Sr. Developers and (ii) Five Sr. Programmers for development of software applications and reporting tools in O/o the Controller General of Accounts
3	A pre-proposal meeting will be held	
	Yes No	Yes
	Date of Pre proposal meeting- at 15.00 Hrs. on 02/12/2014 in Swasti, the Conference Hall of O/o CGA, 7 <sup>th</sup> Floor, Lok Nayak Bhawan, Khan Market, New Delhi - 1100511	

4	<b>Last Date &amp; time and address for submission of proposal/ bid:</b>	
Date	<b>10.12.2014</b>	
Time	<b>Up to 1700 Hrs.</b>	
Address	<b>Senior Accounts Officer, Administration, O/o the CGA, Room No. 807, 8<sup>th</sup> Floor, Lok Nayak Bhawan, Khan Market, New Delhi-110511</b>	
5	Date & time and address for opening of proposals/bids:	
	Technical Proposal	
Date	11.12.2014	
Time	1600 hrs.	
Place	Room No. 807, 8 <sup>th</sup> Floor, Lok Nayak Bhawan, Khan Market, New Delhi-110511	

Financial Proposal			
Date	19.12.2014		
Time	1530 Hrs.		
Place	Room No. 807, 8 <sup>th</sup> Floor, Lok Nayak Bhawan, Khan Market, New Delhi-110511		
6	The Employer's representative is:		
Address	Deputy Controller General of Accounts, Administration, O/o the CGA, Department of Expenditure, Ministry of Finance, Lok Nayak Bhawan, New Delhi-110511		
Telephone	0091-11-24622209		
Email	<sys@nic.in>;		
7	The Employer/Authority will provide the following inputs and facilities to the Sr. Developers and Sr. Programmers provided by the Firm/Agency:		
<p>Infrastructural facilities such as Office, Tel., Fax, Computer with Internet Connection (NIC Line), Stationary, etc. and all relevant information &amp; documents such as System Requirement Specifications, data, Progress Reports, roll out plan; detail of progress achieved in development of different IT systems and administrative support shall be provided/arranged by the Employer/Authority. He/She will also get support &amp; coordination of other members of the IT Team involved in Software Development for the O/o CGA. No official vehicle to attend office will be provided by the Employer/Authority.</p>			
8	The Employer/Authority envisages the need for continuity for downstream work Yes/No		
	No		
	(If yes, outline in the TOR the scope, nature, and timing of future work)		
9	Proposals must remain valid for 90 days after the submission		
10	Clarifications may be requested not later than seven days before the submission date. The address for requesting clarifications is: Deputy Controller General of Accounts, Administration, O/o the CGA, Department of Expenditure, Ministry of Finance, Lok Nayak Bhawan, New Delhi-110511 Telephone: 0091-11-24622029 E-mail:<sys@nic.in>		
11	<table border="1"> <tr> <td>The number of IT Professional required for the Assignment/job</td> <td>(i) Six Sr. Developers and (ii) Five Sr. Programmers for development of software applications and reporting tools in O/o the Controller General of Accounts</td> </tr> </table>	The number of IT Professional required for the Assignment/job	(i) Six Sr. Developers and (ii) Five Sr. Programmers for development of software applications and reporting tools in O/o the Controller General of Accounts
The number of IT Professional required for the Assignment/job	(i) Six Sr. Developers and (ii) Five Sr. Programmers for development of software applications and reporting tools in O/o the Controller General of Accounts		
12	The formats of the Technical Proposal to be submitted are:		
	Form Tech 1 - Letter of Proposal submission		
	Form Tech 2 - Firm's organization & experience		

	Form Tech 3 - Curriculum vitae of IT Professional(s) to be placed on hire with the O/o CGA	
	Form Tech 3A - Item-wise details of skills and experience of persons nominated	
	Form Tech 4 - Information regarding any conflicting activities and declaration thereof.	
13	Training is a specific component of this Assignment/Job Yes No (If yes, provide appropriate information)	No
14	Firm to state the monthly consolidated charges for providing the services of IT Professionals in Indian Rupees. The charges shall include all cost and taxes and may be stated in respect of each of the IT Professionals separately.  Office working hours and holidays as applicable to the staff of O/o the CGA shall also be applicable to the selected IT Professionals. The selected IT professional may also require working on the holidays without extra salary along with the Officials of CGA as and when such order is issued by the competent authority for opening of office. However, a compensatory leave may be granted in lieu of his/her attendance on holiday, if applied for within 30 days of such attendance.	
15.	Firms/Agencies must submit only the original copy of the Technical and Financial Proposal.	
16	Expected date for commencement of work on assignment/job	The work may be commenced within 15 days from the date of the signing of contract.
17	Location for performance assignment/job	Office of the Controller General of Accounts, Department of Expenditure, Ministry of Finance, Lok Nayak Bhawan, Khan Market, New Delhi-110511  A new office building is under construction at INA, New Delhi near DDA Office.



**Section 3**  
**Terms of Reference**

## TERMS OF REFERENCE

### Part I

#### Vision & Mission, Objective, Scope of Work, eligibility criteria & deliverables

##### 1. Background

The Office of the Controller General of Accounts (CGA) in the Department of Expenditure, Ministry of Finance shoulders the responsibility of administering the accounting system of the GOI excluding the Ministries of Post, Defence and Railways which have their own accounting systems.

The Controller General of Accounts derives his mandate from Article 150 of the Indian Constitution. An executive order issued in September 1980 brings out the duties and responsibilities of the Controller General of Accounts as incorporated in the Allocation of Business Rules, 1961, which are as follows.

- Prescribe general principles, systems and form of Government accounts relating to Union and States as also lay down procedures for accounting of receipts and payments and frame and revise related rules and manuals.
- Oversee the maintenance of adequate standards of accounting in the civil Ministries.
- Prepare monthly and annual accounts reflecting the receipts and disbursements and review of trends of revenue realisation along with critical analysis of the expenditure.
- Coordinate and assist in introduction of management accounting system in civil Ministries.
- Reconcile cash balances of Union Government with the Reserve Bank of India and oversee the banking arrangements for receipts and payments.
- Human Resource Development such as recruitment, promotion, training, examinations and other related issues of employees of the Indian Civil Accounts Organisation.

##### Organizational Structure & Functions

A Principal Chief Controller of Accounts (Pr. CCA), Chief Controller of Accounts (CCA) or a Controller of Accounts (CA) heads the accounts and internal audit wing in each Ministry. The Secretary of the Ministry concerned is the Chief Accounting Authority while the technical matters are overseen by the CGA. The Pr. CCAs/CCAs/CAs discharge their duties and responsibilities through the Principal Accounts Office (Pr.AO) at the Ministry's headquarters, and several Pay & Accounts offices (PAOs) at the field level. At present there is a network of over 400 PAOs of ICAO spread across 78 locations in the country.

The Indian Civil Accounts Organisation accounts for all revenues collected through the extensive use of a banking system by which all receipt are credited to the Government accounts without any delay. The organisation monitors timeliness and accuracy in remittance and reporting of Government receipt right from its initial deposit with an authorized

bank to its final credit to the Government account. Regular detailed reconciliation of transactions is undertaken on a daily, monthly and annual basis between the banking system and the accounting units. A related important function of the organization is to prepare the annual receipts estimates in all civil Ministries.

The organization also performs the payment function of the civil Ministries of Government and arranges collection of receipts due to the Government. After dispensing with the erstwhile treasury system, the receipts and payments are effected through an elaborate banking channel involving around 28000 bank branches (besides pension work) consisting of mainly public sector banks and some select private sector banks. These banks provide service as agents of the central bank, i.e., the Reserve Bank of India which is the banker to Government.

The organization is also responsible for disbursement and accounting of pension payments to Government employees of all civil ministries as well as former Presidents/Vice-Presidents, retired Supreme Court/High Court Judges, Members of Parliament and Freedom Fighters. The functions are discharged through the Central Pension Accounting Office (CPAO), which was established with the objective of simplifying the procedure of pension disbursement and qualitatively enhancing service to the pensioners. The Central Pension Accounting Office is the central budgeting and accounting unit for civil pensions. It functions as single point interface between the Government, Banks and pensioners. Pension payment as authorized by the Government and processed by the field level pay and accounts Units are channelized through this office for onward transmission to the concerned bank branch for disbursement to pensioners. Details of these payments are reported back from the bank branches to the CPAO for accounting and audit. With the introduction of modern technology, CPAO is able to serve over 9,20,000 pensioners spread all over the country through the network of over 51,000 bank branches specifically authorized for pension disbursement.

The Indian Civil Accounts Organisation provides relevant inputs to the executives in the line Ministries in an endeavour to optimize utilization of Government resources. The consolidation of the monthly and annual accounts of the union Government is carried out by the organization at three levels, that is, the Pay and Accounts Office, the Principal Accounts Office and at the headquarters of CGA. The accounts of the Union including the accounts of Defence, posts and Railways are consolidated by CGA every month. A total of 17 accounting entities external to the CGA's organization submit their accounts to the CGA for consolidation. The annual provisional accounts are consolidated on a provisional basis within two months of the close of the financial year. The final audited accounts comprising the Finance Accounts and the Appropriation Accounts are tabled before the Parliament in the ensuing budget session. The Appropriation Accounts highlights the expenditures incurred against the appropriation authorized by Parliament *inter-alia* exhibiting the reasons for excesses or saving, if any. The Finance Accounts reflect the overall financial position of the Union Government and contain information about the receipts and expenditure along with the status of liabilities and assets of government such as guarantees, loans given to states, Union territories and public Sector Undertakings.

Achieving the organization’s mission requires strategic planning to be done. This strategic planning in the CGA organization is focussed around following main elements -

1. Prescribing appropriate **financial accounting framework** within the country which is contemporary and enables effective control, monitoring, transparency and efficient service delivery.
2. **Leveraging IT for developing a robust, reliable, speedy financial accounting information network for seam less flow of information from the executing level to the policy making level.** This is achieved through implementing comprehensive software at all levels viz. PAO, Pr. A.O. and at the CGA by automating all functions of these offices. These are further networked to create seamless flow of data and information.
3. Implementing an effective human resource development programme backed by modern training methodologies and techniques for skill upgradation of the work force to make them technically competent to man the positions they are required to and implement the systems envisaged.

**2.Purpose/objective of the assignment.**

2.1. **Six Senior Developers** are required for planning, designing, preparation of SRS, development of software utilities, alpha testing, quality assurance and implementation support to the users. Their exposure to the Central Government accounting Scenario will be an added advantage.

They will be acting as the independent leads for development of the software programs as per the plans and programs provided to them by the IT Division of the O/o CGA and report to NIC Division on the progress of the work on stipulated regular intervals.

The candidates selected will not have the option to *suo-moto* withdraw from the project or resign from the firm/agency till the completion of the specific software development project.

2.2. **Five Senior Programmers** are required for preparation of SRS, development of envisaged software utilities, collection of feedbacks from stakeholders and their incorporation in the software, alpha testing, quality assurance and implementation support to the users.

They will be part of the development team for the software programs as per the plans and programs provided to them by the IT Division of the O/o CGA and report to NIC Division on the progress of the work on stipulated regular intervals.

**3. Detailed scope of work/assignment/eligibility criteria & skill set and deliverables expected**

**3.1. Sr. Developers:**

Deliverables, Minimum Qualifications, Experience & skills

<b>Deliverables:</b>	
1	Planning, designing, preparation of SRS, development of software utilities, alpha testing, quality assurance and implementation support to the users.
<b>Minimum Educational Qualification</b>	
1	Educational Qualification of BE/B.Tech/MCA or any Bachelor Degree with Degree/Diploma in Computer Science/Information Technology.

<b>2</b>	<b>Professional Certification</b>
2.1	MCSD
2.2	MCITP
2.3	MCSA SQL Server and/or MCSA Windows Server
2.4	MCSE Data Platform and/or MCSE Server Infrastructure
<b>3</b>	<b>Experience &amp; Skills</b>
3.1	Experience in one or more of the following areas: E-banking, payment cards solutions, fraud detection, etc. <b>(Number of years)</b>
3.2	Experience in designing and developing applications using .NET technologies <b>(Number of years)</b>
3.3	Competence in writing optimized code and Tuned Complex SQL Queries, working knowledge of MS SQL 2008 and Well versed in SQL Reporting. <b>(Number of years)</b>
3.4	Solid understanding Microsoft development platform. <b>(Yes/No)</b>
3.5	Experience in Application Support. <b>(Number of years)</b>
3.6	Knowledge of secure financial messaging services, XBRL, etc. <b>(Yes/No)</b>
<b>Soft Skills</b>	
1	Communicates clearly and effectively with stakeholders, team members and management.
2	Candidates must have good client facing skills and experience.

### 3.2. Senior Programmers

Deliverables, Minimum Qualifications, Experience & skills

<b>Deliverables</b>	
1	Preparation of SRS, development of envisaged software utilities, collection of feedbacks from stakeholders and incorporation of them in the software, alpha testing, quality assurance and implementation support to the users.
<b>Minimum Educational Qualification</b>	
1	Educational Qualification of BE/B. Tech/MCA or any Bachelor Degree with Degree/Diploma in Computer Science/Information Technology.
<b>2</b>	<b>Professional Certification</b>
2.1	MCSD
2.2	MCITP
2.3	MCSA SQL Server and/or MCSA Windows Server
2.4	MCSE Data Platform and/or MCSE Server Infrastructure
<b>3</b>	<b>Experience &amp; Skills</b>
3.1	Experience in one or more of the following areas: E-banking, payment cards solutions, fraud detection, etc. <b>(Number of years)</b>
3.2	Experience in designing and developing applications using .NET technologies <b>(Number of years)</b>

	<b>years)</b>
3.3	Competence in writing optimized code and Tuned Complex SQL Queries, working knowledge of MS SQL 2008 and Well versed in SQL Reporting. <b>(Number of years)</b>
3.4	Solid understanding Microsoft development platform. <b>(Yes/No)</b>
3.5	Experience in Application Support. <b>(Number of years)</b>
3.6	Knowledge of secure financial messaging services, XBRL, etc. <b>(Yes/No)</b>
<b>Soft Skills</b>	
1	Communicates clearly and effectively with stakeholders, team members and management.
2	Candidates must have good client facing skills and experience.

**Part – II**  
**TOR related information**

1	Names of different departments / ministries and different places where different tasks relating to the assignment are to be performed.	The work will have to be performed at IT Division and Accounts Informatics Division (ACID) of NIC, O/o the CGA, Ministry of Finance, Lok Nayak Bhawan, Khan Market, New Delhi-110511 and at the new office building which is under construction at INA, New Delhi. The incumbent may have to visit different ministries and departments and if needed different States of India study, review and meetings.
2	Procedure for review of the work of the Firm/Agency after award of contract including testing, validation, approval. The name and/or designation and address of the officials responsible for reviewing the work of the Firm/Agency may also be included here.	The progress of work shall be reviewed on daily/weekly basis by the Asstt. Controller of Accounts and Dy. Controller General of Accounts, Sr. TD, NIC or their representative officers.
3	Expected output of key professionals and requisite expertise and number of key professional staff.	The output that is required of the IT Professional is mentioned in the Datasheet and Terms of Reference.
4	Expected schedule for completing the assignment. If an assignment consists of more than one activity, the target period/date for completing each activity can also be specified.	Time for completion of various processes shall be scheduled periodically by the IT Division in consultation with ACID of NIC for ensuring scheduled compliance by the IT Professional. Target date shall be reviewed and fixed on weekly basis.
5	Background material including data available and to be provided to the Firm/Agency.	Background material including vision document, System Requirement Specifications, data and access to all relevant information & documents such as System Requirement Specifications, data, Progress Reports, roll out plan, detail of progress achieved in development of different modules of the system shall be provided/ arranged by the Employer/Authority.

6	Facilities which can be provided to the Firm/Agency.	Infrastructural facilities such as Office, Tel., Fax, Computer with Internet Connection (NIC Line), Stationary and administrative support shall be provided. He/She will get the full support & coordination of other members of the IT Team involved in Software Development for the O/o CGA. No official vehicle to attend office will be provided by the Authority.
7	Any other related information specific to the study/ assignment which is necessary to be furnished to all the bidders.	Office working hours and holidays as applicable to the staff of O/o the CGA shall also be applicable to the selected IT Professionals. The selected IT professional may also require working on the holidays without extra salary along with the Officials of CGA as and when such order is issued by the competent authority for opening of office. However, a compensatory leave may be granted in lieu of his/her attendance on holiday, if applied for within 30 days of such attendance.



## Section 4

### List of Key Positions whose CV and experience would be evaluated

The Curriculum Vitae and experience of the following shall be evaluated:

1.	For Six positions of Sr. Developers	CV and experience of minimum 12 persons nominated by the Firm/Agency as per form TECH-3
2.	For five positions of Sr. Programmers	CV and experience of minimum 10 persons nominated by the Firm/Agency as per form TECH-3

## **Section 5**

### **Bid evaluation Criteria and selection procedure**

## **Bid evaluation Criteria and selection procedure**

A two-stage procedure shall be adopted in evaluating the proposals. The selection will be done using **Quality cum Cost Based Selection (QCBS)** process. 70% weightage would be given to the Technical evaluation and 30% weightage would be given to the financial bid.

### **Evaluation Criteria for Technical Proposal**

The technical evaluation of the firm shall be based on the parameters given in FORM TECH-2 and FORM TECH-3.

Out of 70% marks earmarked for technical evaluation, 20% marks will be awarded on the basis of parameters provided in Form TECH-2 and the remaining 50% marks will be awarded on technical evaluation of the Professionals nominated in FORM TECH-3.

The technical quality of the proposal **will be** given a Weightage of 70%. The method of evaluation of technical qualification will follow the procedure given above.

### **Evaluation Criteria for Financial Proposal**

The price bids of only those Firm/Agencies who qualify technically will be opened. The proposal with the lowest cost/quoted price may be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices. The financial proposal shall be allocated weight of 30%. For working out the combined score, the employer will use the following formula:

Total points =  $T (w) \times T (s) + F (w) \times LEC / EC$ , where

T (w) stands for weight of the technical proposal.

T (s) stands for technical score

F (w) stands for weight of the financial proposal

EC stands for Evaluated Cost of the financial proposal.

LEC stands for Lowest Evaluated Cost of the financial proposal.

The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required.

\*\*\*\*\*

## **Section 6**

### **Technical Proposal - Standard Forms**

**LETTER OF PROPOSAL SUBMISSION**

[Location, Date]

To

The Deputy Controller General of Accounts (Administration),  
O/o the Controller General of Accounts,  
Lok Nayak Bhawan,  
Khan Market, New Delhi-110511

Dear Sir,

We, the undersigned, offer to provide the services of IT Professional(s) [insert the title of the IT Professional(s)] for development of software applications and reporting tools in O/o the Controller General of Accounts in accordance with your Request for Proposal dated ----- and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD and bid processing fees.

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Part-II Data Sheet, we undertake to negotiate. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely,  
Authorized Signature [In full and initials]:  
Name and Title of Signatory:  
Name of Firm:  
Address:

**FIRM/AGENCY'S ORGANIZATION AND EXPERIENCE**

The firm should have done/executed the similar work of the specified domains as mentioned in this RFP. Provide information on each assignment/job executed in the following format.

<b>Sl. No.</b>	<b>Details</b>	<b>Data to be filled in by the Firm/Agency</b>	<b>Max. Marks</b>
1	No. of similar Projects executed by the firm  (give details of these similar project in a separate sheet to this FORM)		15
2	Experience of the firm (in number of years) in deployment of IT professionals		15
3	Total number of employees in the firm		10
4	Number of IT Professionals having qualifications and experience as per form TECH-3 and TECH-3A		15
5	Suitability of the key personnel for the assignment (based on CVs Of the persons)		45
	<b>Total Marks</b>		<b>100</b>

70% marks are earmarked for technical evaluation and 30% for financial evaluation of the proposals/bids. Out of 70% marks earmarked for technical evaluation, 20% marks will be awarded on the basis of above parameters and the remaining 50% marks will be awarded on technical evaluation of the Professionals nominated in FORM TECH-3.

**CURRICULUM VITAE (CV) OF THE SPONSORED/PROPOSED  
IT PROFESSIONAL**

(For each individual separate form TECH-3 will be submitted. Form TECH-3 in respect of at least two persons shall be submitted for each position i.e. minimum of 12 forms for the post of Sr. Developer and minimum of 10 forms for the post of Sr. Programmer shall be submitted)

1. Title of the IT Professional:  
(as per RFP)

2. Name of Firm:

3. Name of IT Professional:  
[Insert full name]:

4. Date of Birth:

5. Nationality:

6. Education:

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

7. Membership of Professional Associations (if, any):

8. Other Training:

9. Work Experience: (Total work experience and work experience related to requirement of the O/o CGA )

[List name of offices/location where staff has worked previously]:

10. Languages [indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

	Speaking	Reading	Writing
a) English			
b) Hindi			

11. Total work experience (i.e., required domain as well as other domains) in months

12. Item-wise details of skills and experience may be filled in FORM TECH-3A

13. Employment Record:

[Starting with present position, list in reverse order every employment held by the sponsored IT Professional since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]	To {Year]	Employer	Positions held

14. Work Undertaken that Best Illustrates Capability to Handle the Task(s) to be performed under this assignment

[Among the assignment/jobs in which the staff has been involved, indicate the following information for those assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or outright dismissal, if engaged.

Date:

Place:

[Signature of staff member or  
authorized representative of the staff]

[Full name of authorized representative]:



**FORM TECH-3A**

(Item-wise details of skills and experience as required at serial no. 12 of FORM TECH-3 may be given hereunder)

1. **Senior Developers**

SL. No.	Parameters	To be filled in by the Firm/Agency	Total Score
<b>1</b>	<b>Qualification</b> (BE/B. Tech/MCA or any Bachelor Degree with Degree/Diploma in Computer Science/Information Technology)		16
<b>2</b>	<b>Professional Certification</b> (Pl. attach copies of certificates wherever applicable)		
2.1	MCSA (Yes/No)		04
2.2	MCITP (Yes/No)		04
2.3	MCSA SQL Server(Yes/No)		03
	MCSA Windows Server(Yes/No)		
2.4	MCSE Data Platform (Yes/No)		03
	MCSE Server Infrastructure (Yes/No)		
<b>3</b>	<b>Experience &amp; Skills (Please attach supporting documents)</b> Years of Experience in the following areas)		
3.1	Experience in one or more of the following areas: E-banking, payment cards solutions, fraud detection, etc. <b>(Number of years)</b>		02
3.2	Experience in designing and developing applications using .NET technologies <b>(Number of years)</b>		04
3.3	Competence in writing optimized code and Tuned Complex SQL Queries, working knowledge of MS SQL 2008 and Well versed in SQL Reporting. <b>(Number of years)</b>		04
3.4	Solid understanding Microsoft development platform. <b>(Yes/No)</b>		02
3.5	Experience in Application Support. <b>(Number of years)</b>		02
3.6	Knowledge of secure financial messaging services, XBRL, etc. <b>(Yes/No)</b>		01
	<b>Total</b>		<b>45</b>

**Note: Curriculum vitae (CV) in respect of at least two persons shall be submitted against one position (i.e. at least 12 CVs shall be submitted for six Sr. Developers). However, this criterion applies for selection of the Agency only. Candidates nominated by the selected Agency shall be subjected to written test and/or oral interview.**

## 2. Senior Programmers

SL. No.	Parameters	To be filled in by the Firm/Agency	Total Score
<b>1</b>	<b>Qualification</b> (BE/B.Tech/MCA or any Bachelor Degree with Degree/Diploma in Computer Science/Information Technology)		16
<b>2</b>	<b>Professional Certification</b> (Pl. attach copies of certificates wherever applicable)		
2.1	MCSA (Yes/No)		04
2.2	MCITP(Yes/No)		04
2.3	MCSA SQL Server(Yes/No) MCSA Windows Server(Yes/No)		03
2.4	MCSE Data Platform(Yes/No) MCSE Server Infrastructure(Yes/No)		03
<b>3</b>	<b>Experience &amp; Skills (Please attach supporting documents)</b> Years of Experience in the following areas)		
3.1	Experience in one or more of the following areas: E-banking, payment cards solutions, fraud detection, etc. <b>(Number of years)</b>		02
3.2	Experience in designing and developing applications using .NET technologies <b>(Number of years)</b>		04
3.3	Competence in writing optimized code and Tuned Complex SQL Queries, working knowledge of MS SQL 2008 and Well versed in SQL Reporting. <b>(Number of years)</b>		04
3.4	Solid understanding Microsoft development platform. <b>(Yes/No)</b>		02
3.5	Experience in Application Support. <b>(Number of years)</b>		02
3.6	Knowledge of secure financial messaging services, XBRL, etc. <b>(Yes/No)</b>		01
	<b>Total</b>		<b>45</b>

**Note: Curriculum vitae (CV) in respect of at least two persons shall be submitted against one position (i.e. at least 10 CVs shall be submitted for five Sr. Programmers). However, this criterion applies for selection of the Agency only. Candidates nominated by the selected Agency shall be subjected to written test and/or oral interview.**

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF**

Are there any activities carried out by your firm or group company which are of conflicting nature as mentioned in para 5 of section 2. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate/group firm are not indulged in any such activities which can be termed as the conflicting activities under para 5 of the section 2. We also acknowledge that in case of misrepresentation of the information, our proposals/contract shall be rejected/terminated by the Employer/Authority which shall be binding on us.

Authorized Signature [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

**Section 7**

**Financial Proposal**

**Submission Letter and Standard Forms**

**FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To

The Deputy Controller General of Accounts (Administration),  
O/o the Controller General of Accounts,  
Lok Nayak Bhawan,  
Khan Market, New Delhi-110511

Dear Sir,

We, the undersigned, offer to provide the service of IT Professional [Insert title(s) of IT Professional] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures1]. This amount is inclusive of the Domestic taxes & duties. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Part II Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	:	
Amount (Rs.)	:	
Purpose of Commission/Gratuity	:	

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

We remain,  
Yours sincerely,

Authorized Signature [In full and initials]  
Name and Title of Signatory: .  
Name of Firm: .  
Address: .

## SUMMARY OF COSTS/FINANCIAL PROPOSAL

S. No.	IT Professional(s)	No.	Amount (Rs.) per head per month	Total charges (Rs.) per month (Col. 3 x Col. 4)	Remarks
1	2	3	4	5	6
	Consolidated Monthly Charges for providing the services of:				
1	Senior Developer	Six			
2	Senior Programmers	Five			
	<b>Total</b>	<b>Eleven</b>			
	Amount in words (Rupees )				

**Note:**

1. The cost/charges mentioned here shall be firm and include the total cost of providing the services, including all applicable duties & taxes. Income Tax as applicable shall be deducted at source from the payment to be made to the firm/agency.
2. The initial requirement is for a period of one year which may be extended further depending on the requirements of the employer.
3. Bill/Invoice for the total cost/charges shall be raised by the firm and payment shall be regulated by the authority as per schedule of payment given in Appendix-D.

Authorized Signature

Name: .....

Designation .....

Name of firm:

Address:

## **Section 8 – Standard Form of Contract**

### **Firm/Agency's Services**

## Contents

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**CONTRACT FOR**

**HIRING OF SERVICES OF IT PROFESSIONAL**

**between**

**[The President of India acting through  
the Joint Controller General of Accounts,  
O/o the Controller General of Accounts  
(Department of Expenditure),  
Ministry of Finance, Government of India]**

**and**

**[name of the Firm/Agency providing services of IT  
Professional(s) ]**

**Dated:**

## **I. Form of Contract**

This CONTRACT (hereinafter called the "Contract") is made the [date] day of the month of [month], [year], between the President of India acting through the Joint Controller General of Accounts, O/o the Controller General of Accounts, Department of Expenditure, Ministry of Finance, Government of India, Lok Nayak Bhawan, Khan Market, New Delhi-110511, hereinafter called the "Employer", of the First Part and, [name of Firm/Agency (hereinafter called the "Contractor" of the Second Part.

### **WHEREAS**

(a) the Contractor, having represented to the "Employer" that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated\_\_\_\_\_ issued by the Employer; and

(b) the "Employer" has accepted the offer of the Contractor to provide the services on the terms and conditions set forth in this Contract.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:

- Appendix A: Description of Services
- Appendix B: Cost Estimates
- Appendix C: Duties of the Employer
- Appendix D: Duties of the Contractor

2. The mutual rights and obligations of the "Employer" and the Firm/Agency shall be as set forth in the Contract, in particular:

(a) Contractor shall carry out, provide and complete the Services in accordance with the provisions of the Contract; and

(b) the Employer shall make payments to the Contractor in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

<p>In presence of (Witnesses)</p> <p>(i)</p> <p>(ii)</p>	<p>1</p>	<p>Signed by ----- For and on behalf of the President of India</p> <p>[Authorized Representative]</p>
<p>In presence of (Witnesses)</p> <p>(i)</p> <p>(ii)</p>	<p>2</p>	<p>For and on behalf of [name of Contractor]</p> <p>[Note: If the Contractor consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]</p>
	<p>3</p>	<p>For and on behalf of each of the Members of the Contractor</p> <p>[name of member]</p> <p>[Authorized Representative]</p>
	<p>4</p>	<p>[name of member]</p> <p>[Authorized Representative]</p>

## **II. General Conditions of Contract**

### **1. GENERAL PROVISIONS**

1.1 **Definitions:** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.

(b) "Contractor" means any private or public entity/firm/agency that will provide the Services to the "Employer" under the Contract.

(c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 of the form of contract, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.

(d) "Day" means calendar day.

(e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 2.1 of General Conditions of Contract.

(f) "Foreign Currency" means any currency other than the currency of the Employer's country.

(g) "GC" means these General Conditions of Contract.

(h) "Government" means the Government of India

(i) "Local Currency" means Indian Rupees.

(k) "Party" means the Employer or the Contractor, as the case may be, and "Parties" means both of them.

(l) "Personnel" means professionals and support staff provided by the Contractor or by any Sub-Contractor and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Employer's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Employer's country; and "Key Personnel" means the Personnel referred to in Clause 4.2(a) of General Conditions of Contract.

(m) "Reimbursable expenses" means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to maximum limits specified in the Contract].

(n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.

(o) "Services" means the work to be performed by the Contractor pursuant to this Contract, as described in Appendix A hereto.

(p) "Sub-Contractors" means any person or entity to whom/which the Contractor subcontracts any part of the Services.

(q) "Third Party" means any person or entity other than the "Employer", or the Contractor.

(r) "In writing" means communicated in written form with proof of receipt.

## **1.2 Relationship between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the Contractor. The Contractor, subject to this Contract, has complete charge of Personnel and Sub-Contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**1.3 Law Governing Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

**1.4 Headings:** The headings shall not limit, alter or affect the meaning of this Contract.

## **1.5 Notices:**

**1.5.1** Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

**1.5.2** A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

**1.6 Location:** The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the "Employer" may approve.

**1.7 Authority of Lead Partner:** In case the Contractor consists of a joint venture/consortium/association of more than one entity, the Members hereby authorize the entity specified (Lead Partner/Firm/Agency) in the SC to act on their behalf in exercising all the Contractor's rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer. However, each member or constituent of Consortium of Contractor shall be jointly and severally liable for all obligations of the Contractor under the Contract.

**1.8 Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Employer or the Contractor may be taken or executed by the officials specified in the SC.

**1.9 Taxes and Duties:** The Contractor, Sub-Contractor and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

## **1.10 Fraud and Corruption**

**1.10.1 Definitions:** It is the Employer's policy to require that Employer as well as Contractor observe the highest standard of ethics during the execution of the Contract. In pursuance of

this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) "collusive practice" means a scheme or arrangement between two or more Firm/Agencies, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;

(iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

#### **1.10.2 Measures to be taken by the Employer**

(a) The Employer may terminate the contract if it determines at any time that representatives of the Contractor were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Contractor having taken timely and appropriate action to the satisfaction of the Employer to remedy the situation;

(b) The Employer may also sanction against the Contractor, including declaring the Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Contractor has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Employer-financed contract;

#### **1.10.3 Commissions and Fees**

At the time of execution of this Contract, the Contractor shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

### **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**2.1 Effectiveness of Contract:** This Contract shall come into force and effect on (Date, Month and Year).

**2.2 Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

**2.3 Commencement of Services:** The Contractor shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

**2.4 Expiration of Contract:** Unless terminated earlier pursuant to Clause 2.9 of General Conditions of Contract, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

**2.5 Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

**2.6 Modifications or Variations:** (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause 7.2 of General Conditions of Contract, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Employer shall be required.

## **2.7 Force Majeure**

**2.7.1 Definition** (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by such Party's Sub-Contractor/Firm/Agency or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

**2.7.2 No Breach of Contract:** The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**2.7.3 Measures to be taken:** (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor, upon instructions by the Employer, shall either:

(i) demobilize,; or

(ii) continue with the Services to the extent possible, in which case the Contractor shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 8 of General Conditions of Contract.

**2.8 Suspension:** The Employer may, by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Contractor to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Contractor of such notice of suspension.

## **2.9 Termination**

**2.9.1.1 By the Employer:** The Employer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause 2.9.1.1 of General Conditions of Contract.

(a) If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 of General Conditions of Contract hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing.

(b) If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

(d) If the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.



(e) If the Contractor submits to the Employer a false statement which has a material effect on the rights, obligations or interests of the Employer.

(f) If the Contractor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

(g) If the Contractor fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the Contractor to improve the quality of the services.

(h) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(i) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence the Employer shall give a not less than thirty (30) days' written notice of termination to the Contractor, and sixty (60) days' in case of the event referred to in (g).

2.9.2 **By the Contractor:** The Contractor may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

(a) If the Employer fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute pursuant to Clause 8 of General Conditions of Contract within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue.

(b) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 of General Conditions of Contract.

(d) If the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Contractor may have subsequently approved in writing) following the receipt by the Employer of the Contractor's notice specifying such breach.

2.9.3 **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.2 or 2.9 of General Conditions of Contract, or upon expiration of this Contract pursuant to Clause 2.4 of General Conditions of Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 of General Conditions of Contract, (iii) the Contractor's obligation to permit inspection, copying and auditing of their accounts and records any right which a Party may have under the Law.

2.9.4 **Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 of General Conditions of Contract, the Contractor shall,

immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Contractor and equipment and materials furnished by the Employer, the Contractor shall proceed as provided, respectively, by Clauses 3.9 or 3.10 of General Conditions of Contract.

**2.9.5 Payment upon Termination:** Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 of General Conditions of Contract, the Employer shall make the following payments to the Contractor:

(a) If the Contract is terminated pursuant to Clause 2.9.1 (h), (i) or 2.9.2 of General Conditions of Contract, remuneration pursuant to Clause 6.3 of General Conditions of Contract for Services satisfactorily performed prior to the effective date of termination.

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (g) of General Conditions of Contract, the Contractor shall not be entitled to receive any agreed payments upon termination of the contract. However, the Employer may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer.

**2.9.6 Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause 2.9.1 or in Clause 2.9.2 of General Conditions of Contract has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause 8 of General Conditions of Contract, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE FIRM/AGENCY/FIRM/AGENCY PROVIDING SERVICES**

#### **3.1 General**

**3.1.1 Standard of Performance:** The Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-Contractors Firms/Agencies or Third Parties.

**3.2 Conflict of Interests:** The Contractor shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Contractor shall promptly disclose the same to the Employer and seek its instructions.

**3.2.1 Contractor not to benefit from Commissions, Discounts, etc.:** (a) The payment of the Firm/Agency pursuant to Clause 6 of General Conditions of Contract shall constitute the Contractor's only payment in connection with this Contract and, subject to Clause 3.2.2 of

General Conditions of Contract, the Contractor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Contractor shall use its best efforts to ensure that any Sub-Contractor/Firm/Agency, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Contractor, as part of the Services, has the responsibility of advising the Employer on the procurement of goods, works or services, the Contractor shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Employer. Any discounts or commissions obtained by the Contractor in exercise of such procurement responsibility shall be for the account of the Employer.

**3.2.2 Contractor and Affiliates Not to Engage in Certain Activities:** The Contractor agrees that, during the term of this Contract and after its termination, the Contractor and any entity affiliated with the Contractor, as well as any Sub-Contractor/Firm/Agency and any entity affiliated with such Sub-Contractor/Firm/Agency, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Contractor's Services for the preparation or implementation of the project.

**3.2.3 Prohibition of Conflicting Activities:** The Contractor shall not engage, and shall cause their Personnel as well as their Sub-Contractor/Firm/Agency and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**3.3 Confidentiality:** Except with the prior written consent of the Employer, the Contractor and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Contractor and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

**3.4 Contractor's Actions Requiring Employer's Prior Approval:** The Contractor shall obtain the Employer's prior approval in writing before taking any of the following actions:

(a) Any change or replacement of the IT Professional deployed for the assigned work.

(b) Subcontracts: the Contractor may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Employer. Notwithstanding such approval, the Contractor shall always retain full responsibility for the Services. In the event that any Sub-Contractor/Firm/Agency are found by the Employer to be incompetent or incapable or undesirable in discharging assigned duties, the Employer may request the Contractor to provide a replacement, with qualifications and experience acceptable to the Employer, or to resume the performance of the Services itself.

**3.5 Documents Prepared by the Contractor to be the Property of the Employer:** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Contractor for the Employer under this Contract shall become and remain the property of the Employer, and the Contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Contractor may retain a copy of such documents, but shall not use anywhere,

without taking permission, in writing, from the Employer and the Employer reserves the right to grant or deny any such request. If license agreements are necessary or appropriate between the Contractor and third parties for purposes of development of any such computer programs/modules, the Contractor shall obtain the Employer's prior written approval to such agreements, and the Employer shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

**3.6 Equipment and Materials Furnished by the Employer:** Equipment and materials made available to the Contractor by the Employer, or purchased by the Contractor wholly or partly with funds provided by the Employer, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Contractor shall make available to the Employer an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Employer's instructions.

#### **4. CONTRACTOR'S PERSONNEL AND SUB-CONTRACTOR/FIRM/AGENCY:**

4.1 General: The Contractor shall deploy only such qualified and experienced Personnel as has been selected and approved by the Employers in technical & financial evaluation to carry out the Services.

4.2 **Description of Personnel:** (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Contractor's Personnel shall be as per the Contractor's proposal. If the Personnel has already been approved by the Employer, his/her name shall also be listed.

(b) If required to comply with the provisions of Clause 3.1.1 of General Conditions of Contract, adjustments with respect to the estimated periods of engagement of the Personnel may be made by the Contractor by written notice to the Employer.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Personnel may be increased by agreement in writing between the Employer and the Contractor. In case where payments under this Contract exceed the ceilings set forth in Clause 6.1(b) of General Conditions of Contract, this shall be explicitly mentioned in the agreement.

4.3 **Removal and/or Replacement of Personnel:** (a) Except as the Employer may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Contractor, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Contractor shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible

dependents) the Contractor may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Employer. The rate of remuneration applicable to a replacement person shall be the rate of remuneration paid to the replacement person. Also (i) the Contractor shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

## **5. OBLIGATIONS OF THE EMPLOYER**

**5.1 Assistance and Exemptions:** Unless otherwise specified in the SC, the Employer shall use its best efforts to ensure that the Government shall:

(a) Provide the Contractor/IT Professionals with work permits and such other documents as shall be necessary to enable the Contractor to perform the Services.

(b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

(c) Provide to the Contractor any such other assistance as may be specified in the SC.

**5.2 Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Contractor for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Contractor in performing the Services, the same shall be borne by the Contractor and not by the employer.

**5.3 Services, Facilities and Property of the Employer:** (a) The Employer shall make available to the Contractor, for the purposes of the Services and free of any charge.

**5.4 Payment:** In consideration of the Services performed by the Contractor under this Contract, the Employer shall make to the Contractor such payments and in such manner as is provided by Clause 6 of General Conditions of Contract.

## **6. PAYMENTS TO THE CONTRACTOR**

**6.1 Total Cost of the Services** (a) The total cost of the Services payable is set forth in Appendix B as per the Contractor's proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause 2.6 of General Conditions of Contract, payments under this Contract shall not exceed the amount specified in Appendix-B.

**6.2 Currency of Payment:** All payments shall be made in Indian Rupees.[In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

**6.3 Terms of Payment** The payments in respect of the Services shall be made as follows:

(a) The Contractor shall submit the invoice for payment when the payment is due as per the agreed terms.

(b) The consolidated Monthly Charges shall be payable to the Contractor on closure of the month, after submission of a bill/invoice by the firm for the services provided and a certificate of Satisfactory Services issued by the NIC Division.

## 7. FAIRNESS AND GOOD FAITH

7.1 **Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 **Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8 of General Conditions of Contract.

## 8. SETTLEMENT OF DISPUTES

8.1 **Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute shall consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause 8.2 of General Conditions of Contract shall become applicable.

8.2 **Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Contractor, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Contractor, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Controller General of Accounts. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3. Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Contractor. However, the expenses incurred by each party in connection with

the preparation, presentation shall be borne by the respective parties. All arbitration awards shall be in writing and shall state the reasons for the award.

**9. Miscellaneous provisions:**

(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Contractor shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(iv) Each member/constituent of the Contractor shall be jointly and severally liable to and responsible for all obligations towards the Employer for performance of services including that of its Sub Contractors under the Contract.

(v) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Contractor for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

### III. Special Conditions of Contract:

(Clauses in brackets { } are optional; all notes should be deleted in final text)

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	<p>The addresses are:</p> <p>1. Employer:</p> <p>Attention: Joint Controller General of Accounts (ITD) Office of the Controller General of Accounts Ministry of Finance, Department of Expenditure, Lok Nayak Bhavan, New Delhi – 110511</p> <p>2. Contractor:</p>
2.	1.7	<p>{Lead Partner is [insert name of member]}</p> <p>Note: If the Contractor consists of a joint venture/ consortium/association of more than one entity, the name of the entity whose address is specified in Clause 1.7of General Conditions of Contract should be inserted here. If the Contractor consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</p>
3.	1.8	<p>The Authorized Representatives are:</p> <p>For the Employer:</p> <p>For the Contractor:</p>
4.	2.2	<p>The time period shall be 15 days.</p>
5.	2.3	<p>The time period shall 15 days from the date of the signing of contract.</p>
6.	2.4	<p>The time period shall be twelve months.</p>
7	6.3	<p>The remuneration shall be payable to the company on monthly basis on closure of the month after receipt of a bill/invoice from the company for the services provided and a certificate of</p>



satisfactory service issued by Accounts Informatics Division, NIC, after deduction on account of absence/leave of the concerned Sr. Developer/Sr. Programmer.

8. 8.3 The Arbitration proceedings shall take place in New Delhi in India.

Binding Signature of Employer Signed by

(for and on behalf of the President of India)

Binding Signature of Contractor Signed by

(for and on behalf of \_\_\_\_\_  
duly authorized vide Resolution No \_\_\_\_\_ dated \_\_\_\_\_ of the Board of Directors  
of \_\_\_\_\_)

In the presence of  
(Witnesses

- 1.
- 2.

## **IV. Appendices**

**DESCRIPTION OF SERVICES**

Note: This Appendix will include the final Terms of Reference worked out by the “Employer/Authority” and the Contractor during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by Employer, etc.

**TOTAL COST OF SERVICES**

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

**DUTIES OF THE EMPLOYER**

(Include here the list of Services, facilities and property to be made available to the Firm/Agency by the Employer).

**PAYMENT SCHEDULE**

The consolidated Monthly Charges shall be payable to the Firm/Service provider on closure of the month, after submission of a bill/invoice by the firm for the services provided and a certificate of Satisfactory Services issued by the ACID of NIC and countersigned by IT Division of O/o CGA.

**Bank Guarantee for Performance Security**

(in the format below)

To

The President of India  
 (acting through The Joint Controller General of Accounts,  
 O/o the Controller General of Accounts,  
 Lok Nayak Bhawan, Khan Market, New Delhi-110511)

In consideration of the Controller General of Accounts, M/o Finance acting on behalf of the President of India (hereinafter referred as the "Authority",] which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s \_\_\_\_\_, having its office at \_\_\_\_\_ (hereinafter referred as the "Contractor/firm/supplier of services of [title of the IT Expert] which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. \_\_\_\_\_ dated \_\_\_\_\_ valued at Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_), (hereinafter referred to as the "Agreement") a Services of [title of the IT Expert] for the web enabled application/portal being developed by the Controller General of Accounts(CGA), M/o Finance (Department. of Expenditure), Government of India for the implementation of Central Plan Schemes Monitoring System of the Planning Commission, Gol and the Contractor having agreed to furnish a Bank Guarantee amounting to Rs.----- --/- (Rupees-----only) to the Authority for performance of the said Agreement.

We, \_\_\_\_\_ (hereinafter referred to as the "Bank") at the request of the Contractor/firm/Supplier of the services do hereby undertake to pay to the Authority an amount not exceeding Rs.-----/-(Rupees ----- only ) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.

2. We, \_\_\_\_\_ (indicate the name of the Bank) do hereby

undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Firm/Agency of any of the terms or conditions contained in the said Agreement or by reason of the Firm/Agency's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.-----/-(Rupees-----only).

3. We undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our

liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect for 13 months from the date of issue of Letter of Award (LOA). Unless a demand or claim under this Guarantee is made on us in writing on or before a period of six months from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, \_\_\_\_\_ (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor/firm from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Contractor/firm and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Firm/Agency or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Contractor/firm or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor/firm.

7. We, \_\_\_\_\_ (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2014

For \_\_\_\_\_

(Name of Bank)

(Signature, Name and Designation of the Authorised Signatory of the Bank)

Seal of the Bank:

NOTES:

(i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

(ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch