

Bid Corrigendum

GEM/2022/B/2121132-C11

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. Buyer Added text based ATC clauses

The **replies to the queries** raised by the prospective bidders and the **corrigendum for the bid** have been issued. Copy of the same has been uploaded in the **Buyer added bid specific SLA (in the file attachment below) in this corrigendum**

All the terms and conditions of the bid amended through corrigendum are incorporated in the detailed terms of reference attached in the **Buyer Added Bid Specific Scope of Work (SOW) Document (in the file attachment below) in this corrigendum.** The prospective bidders are requested to go through the detailed terms of reference as attached in this corrigendum.

2. File Attachment [Click here to view the file.](#)
3. File Attachment [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions.](#)

Corrigendum for the bid for hiring of firm for setting up of PMU for DBT Vertical in PFMS Division, O/o CGA.

1. **Clause (vii) of the Note under section 3 (Resource Requirement) of the detailed terms of reference may be read as** *Resources once assigned for the project shall normally not be replaced during the tenure of the project. In case of any replacement of resources, the agency will make such replacement with a resource that has higher or equivalent qualification and experience and such replacement shall be with the consent of the PFMS Division, O/o CGA. Further, to facilitate knowledge transfer, the consultancy organisation will ensure that there is at least a 15 days overlap between the existing resource and the replacement resource. Any delays on account of replacement of any kind shall solely be the responsibility of the consulting organisation. The decision of PFMS Division, O/o CGA will be final and binding in the matter of replacement of resources, irrespective of the fact that a resource may be replaced by a person with higher qualification and / or experience. Every replacement of resources by the agency would attract penalty as prescribed in the section 7 of this bid document and the concerned replacement of resources shall be done within **14 working days**.*
2. **Clause (viii) of the Note under section 3 (Resource Requirement) of the detailed terms of reference may be read as** *In case of failure to meet the standards of PFMS Division, O/o CGA (which includes efficiency, cooperation, discipline, integrity and performance) bidder may be asked to replace the resource without any penalty for replacement/exit within a period of **14 working days**.*
3. **Experience for the Post [Junior Business Analyst] (S. No. 6 in the table at section 3.1 (Details of Qualification, Experience and Skill Set)) may be read as**
 - Experience **of 3 years or above**, in document preparation (SRS, FRD, RTM), Ms. Visio, Ms. Office, UML Modeling etc.
 - Should have experience of working for **at least 3 development projects** for document creation.
4. **Clause (c) of the section 3.2 (Location of deployment) of the detailed terms of reference may be read as** *When engaged, the deployed resources will keep to the normal working hours of PFMS Division, O/o CGA. However, they may be required to work in extended working hours, if required and communicated by the Nodal Officer in PFMS Division, O/o CGA.*
5. **Clause (d) of the section 3.2 (Location of deployment) of the detailed terms of reference may be read as** *The deployed resources will follow the Holiday Schedule of PFMS Division, O/o CGA. However, they may be required to work on weekends/holidays, if required and communicated by the Nodal Officer in PFMS Division, O/o CGA.*
6. **Section 7.1 (The deliverables for this Rfp/Assignment will be as follows) para 2 may be read as** *The performance of the deployed resources will be assessed on the basis of following yearly Key Performance Indicators (KPIs). Whereas, a plan of action for the entire project period along with Monthly Plans for achievement of specific milestones*

*should be submitted by the successful bidder to PFMS Division, O/o CGA within **14 working days from the start of the contract.***

7. Section 7.2.1 (One Time SLA) may be read as follows:

| S. No | Deliverable | Definition | Measurement Criteria | Timeline | Penalty |
|-------|--------------------------|--|---|--|---|
| 1 | Commencement of Services | Deploying the resources as per the scope of work of this bid | From the start date mentioned in the Contract generated in GeM portal | If the resources are deployed on the start date | Nil |
| | | | | Delay beyond <u>15 working days</u> from the start date of the contract | Rs. 5,000 per working day per non-deployed resource |

8. S. No. 1 in the table at Section 7.2.2 (Operational SLA & Penalties) may be read as follows:

| S. No | Parameter | SLA | Penalty |
|-------|---|--|---|
| 1 | If the performance of the deployed resource is found inadequate and PFMS asks for a replacement | Replacement/Closure of vacant position to be completed within the <u>14 working days</u> of raising the replacement request | <u>For 14 working days</u> - Nil <u>Beyond 14 working days</u> - <u>Rs. 2,000</u> per working day per non-deployed resource |

9. Clause (b) of section 9 (Liquidated Damages and Penalties) of the detailed terms of reference may be read as *If any of the services performed by the agencies fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as inadequate interactions with PFMS Division, O/o CGA), negligent, non-supportive attitude of the agencies and PFMS Division, O/o CGA decides to abort the contract because of such failure, then **a sum up to 10% of the value of the contract may be recovered from the agencies.** This shall be without prejudice to other remedies available under law and this agreement with PFMS Division, O/o CGA.*

10. Last para under section 5.7 (Code of Integrity) of the detailed terms of reference may be read as *In case of any reported violations, if the competent authority in PFMS Division, O/o CGA, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, will take appropriate measures **in accordance with the conditions of this agreement and applicable law.***

11. Following Note is incorporated under table at section 3.1 (Details of Qualification, Experience and Skill Set) in the detailed terms of reference

Note – The following is an indicative list of certifications desirable and would be considered favourably at time of evaluation of the CVs of personnel for the profiles of Team Leads [Project Manager] (some certifications, if not all may be desired for in the personnel profiles i.e. not all personnel need to have all the certifications listed)-

1. PMP: Project Management Professional
2. CAPM: Certified Associate in Project Management
3. CSM: Certified ScrumMaster
4. CompTIA Project+ certification
5. PRINCE2 Foundation/PRINCE2 Practitioner
6. CPMP: Certified Project Management Practitioner
7. CISM
8. CISA
9. Agile certifications
10. MPM: Master Project Manager
11. PPM: Professional in Project Management
12. CPD: Certified Project Director
13. CPM: Certified Project Manager (IAPM)
14. BVOP: Business Value-oriented Principles
15. APM: Associate in Project Management
16. Other relevant certifications relating to concerned ISO standards etc.

12. Following additional clauses are incorporated under Section 4 (Terms and Conditions) in the detailed terms of reference attached with the bid document:

xxv. The assets of PFMS Division, O/o CGA will be protected against copy rights & IP rights will be protected by the bidders at all time. The successful bidder will not use any product design, information of nature of copy right and Intellectual Property of products developed by PFMS Division, O/o CGA and shall not claim rights to any work done by deployed resources in PFMS Division, O/o CGA.

xxvi. The successful bidder shall sign the Data Security Certificate as per Format stipulated at section 20.4 after placement of the contract and before deployment of the resources in DBT Vertical, PFMS Division, O/o CGA.

13. Following additional clauses are incorporated under Section 11 (Support to be provided by PFMS Division) in the detailed terms of reference attached with the bid document:

PFMS Division, O/o CGA will also provide support to the successful bidder and deployed resources for efficiently discharging their duties during the currency of the contract. The support includes but not limited to the following:

- (a) introduction to the stakeholders (within and outside of PFMS Division)*
- (b) the relevant information and documents*
- (c) overview of the application and its different modules, functionalities and features.*

14. Following additional clauses are incorporated under chapter 12 (Termination of contract) in the detailed terms of reference attached with the bid document.

The service provider may terminate this Contract, or any particular Services with this contract, by giving a written notice of not less than 45 days to the PFMS Division, O/o CGA subject to the approval by the Competent Authority in PFMS Division, O/o CGA for termination in the following conditions:

- a) If service provider determines that the service provider can no longer provide the Services in accordance with applicable law.*
- b) If the PFMS Division, O/o CGA fails to comply with any final decision reached as a result of arbitration pursuant to section 16 hereof.*

Note: The 45 days period will be counted after the approval of Competent Authority in PFMS Division, O/o CGA.

15. Following new appendix is incorporated under Section 20.4 (Data Security Certificate) in the detailed terms of reference attached with the bid document:

20.4 DATA SECURITY CERTIFICATE

(To be executed on Rs. 100/- Non-judicial Court Stamp by the successful bidder after placement of the contract and before deployment of the resources in DBT Vertical, PFMS Division, O/o CGA)

I/We hereby certify that the PFMS Division shall have absolute right on the digital data and output products processed/produced by me/us. I/We shall be responsible for security/safe custody of data during processing. I/We also certify that the digital topographical data will not be taken out of the building premises on any media by any means by me/us or any other person deployed by me/us except for company provided hardware under usage for routine work. The original input data supplied to me/us by the DBT Vertical, PFMS Division or digital data and output products processed/produced from input data will not be passed on to any other agency or individual other than the authorized person of DBT Vertical, PFMS Division. I/We shall abide by all security and general instructions issued by PFMS Division or a person authorized by PFMS Division, O/o CGA from time to time.

I/We also agree that any data pertaining to DBT Vertical, PFMS Division, O/o CGA will be handed over/removed (as the case may be) from my/our possession in the presence of person (s) authorized by PFMS Division, O/o CGA after completion of the task or outbound movement of any resource concerned.

Signature of the authorized representative of the successful bidder

Name:

Date:

Address:

Signature & Address of the witness:

(1)

(2)

CONSOLIDATED PRE-BID QUERIES for the BID FOR HIRING OF 30 RESOURCES FOR DBT Vertical, PFMS Division

| S. No. | Bid document reference(s) (Bid document section & page number) | Content of bid document requiring clarification(s) | Query/Observation/ Suggestion | Justification | Reply |
|--------|---|--|---|---------------|---|
| | KPMG | | | | |
| 1 | 3.2 (a) Location of Deployment Page 14 | The deployed resource will function from the premises of PFMS Division, O/o CGA or at any place as decided by PFMS Division, O/o CGA. | Kindly mention possible locations for deployment. | | The location for deployment shall be within the State of NCT Delhi. |
| 2 | 6.1 Pre-Qualification Criteria Page 18 | The Bidder should have mandatorily CMMi Level 5 certification. Apart from CMMi Level 5 certification, the bidder must possess a minimum two of following certifications: <ul style="list-style-type: none"> • ISO 9001:2015 • ISO/IEC 20000-1:2011 • ISO 22301:2012 • ISO 27001:2016 | Request that the requirement of CMMi Level 5 certification be relaxed to CMMi Level 3 certification Request to remove requirement of minimum 2 certifications. | | No change. |
| 3 | 6.2 Technical Evaluation Criteria; Page 20 | S.1 Profiles of Key Personnel to be submitted by the bidder | Do CVs of non-key personnel need to be submitted? | | As per clause (vi) under Note in section 3 of the Detailed Terms of Reference attached with the bid document, it is expected out of the agency to provide best quality resources subject to the minimum qualification and experience at section 3.1 of the bid document. As such, it is not mandatory to submit the CVs of non-key personnel with the bid response. |

CONSOLIDATED PRE-BID QUERIES for the BID FOR HIRING OF 30 RESOURCES FOR DBT Vertical, PFMS Division

| S. No. | Bid document reference(s) (Bid document section & page number) | Content of bid document requiring clarification(s) | Query/Observation/ Suggestion | Justification | Reply |
|--------|---|---|--|---|--|
| 4 | 6.2 Technical Evaluation Criteria; Page 21 | S.3 Annual Turn Over of the firm from only management and IT consulting services of similar nature in India. 100% score will be awarded to the firm having highest average annual turnover from management and IT Consulting services. Other bidders will be given scaled down scores as per the Average Annual Turnover for last three years, subject to a minimum of 4 marks | It is requested that turnover requirement to get maximum marks be fixed instead of awarding 100% marks to firm having highest average annual turnover. | Authority would want assurance that firm has requisite turnover and would be able to carry out project of this size. Turnover beyond a certain limit does not have any implication of the ability of team to perform on the project. Accordingly, every firm which meets the criteria should be awarded full marks. | No change. |
| 5 | 6.2 – Section S.4 Certifications Page 25 | Bidder must possess CMMI Level 5 certification. Further, the bidder may possess any two certifications amongst ISO 9001:2015 or ISO/IEC 20000-1:2011 or ISO 22301:2012 or ISO 27001:2016 on bid submission date. The marks are awarded as per the following: | Accreditation of and Projects undertaken by any of the bidder's member firms under the same parent organization shall be considered. | | The firm who is participating in the bid should possess the requisite certifications as per the bid requirement. <u>Accreditation of and projects undertaken by any of the bidder's member firms under the same parent organization shall not be considered.</u> |
| 6 | 7.1 THE DELIVERABLES FOR THIS RFP/ASSIGNMENT WILL BE AS FOLLOWS; Page 26 | The performance of the deployed resources will be assessed on the basis of following yearly Key Performance Indicators (KPIs). Whereas, a plan of action for the entire project period along with Monthly Plans for achievement of specific milestones should be submitted by the successful bidder to PFMS Division, O/o CGA within 07 working days from the start of the contract. | Request that the timelines for submission of plan of action to be increased to 1.5 months. Also, it is suggested that a provision to review and revise the plan once every 3/6 months as per actual status of implementation of the project and inputs from Office of CGA. | Team deployed would need some time to develop detailed understanding of the current status of the project and key challenges. This would involve interactions with key stakeholders at Office of PFMS, CGA, different ministries (Responsible for implementing DBT schemes), State Governments, Banks, NPCI etc. Accordingly, a timelines of 1.5 months are requested for submission of a detailed plan. | The clause has been amended through a corrigendum. Currently, the amended clause reads as The performance of the deployed resources will be assessed on the basis of following yearly Key Performance Indicators (KPIs). Whereas, a plan of action for the entire project period along with Monthly Plans for achievement of specific milestones should be submitted by the successful bidder to PFMS Division, O/o CGA within <u>14 working days from the start of the contract.</u> |

CONSOLIDATED PRE-BID QUERIES for the BID FOR HIRING OF 30 RESOURCES FOR DBT Vertical, PFMS Division

| S. No. | Bid document reference(s) (Bid document section & page number) | Content of bid document requiring clarification(s) | Query/Observation/ Suggestion | Justification | Reply |
|--------|---|--|---|---------------|---|
| 7 | 7.2.1 One Time SLA Page 33 | Delay beyond 5 working days from the start date of the contract | Kindly allow 2 month for resource deployment from the contract start date in a staggered manner | | The clause has been amended through a corrigendum. Currently, in pursuance to the amended clause (7.2.1 of the bid document), the penalty of Rs. 5,000 per working day per non-deployed resource at the commencement of the contract will be applicable in case the Delay is <u>beyond 15 working days from the start date of the contract</u> |
| 8 | Section 7.2.2 Operational SLA & Penalties Page 34 | | All Penalty amount should be of max 10% of order value | | As per the clause (a) in the section 9 of the detailed terms of reference, PFMS Division, O/o CGA may impose penalty as per the details given in the section 7.2 (subject to the maximum of 10% of the contract value). |
| 9 | Section 9 (b) Liquidated Damages and Penalties Page 35 | then a sum up to 50% of the value of the contract may be recovered from the agencies | Request to cap the maximum LD & Penalty to maximum of 10% | | Clause (b) of section 9 of the detailed terms of reference has been amended through the corrigendum. Currently, the clause stipulates as <i>If any of the services performed by the agencies fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as inadequate interactions with PFMS Division, O/o CGA), negligent, non-supportive attitude of the agencies and PFMS Division, O/o CGA decides to abort the contract because of such failure, then <u>a sum up to 10% of the value of the contract</u></i> |

CONSOLIDATED PRE-BID QUERIES for the BID FOR HIRING OF 30 RESOURCES FOR DBT Vertical, PFMS Division

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|--------|---|--|---|--|--|
| | | | | | <i>may be recovered from the agencies. This shall be without prejudice to other remedies available under law and this agreement with PFMS Division, O/o CGA.</i> |
| 10 | 11. Support to be provided by PFMS Division; Page 37 | | PFMS Division would also be requested to support with: a) Introduction with Key stakeholders (within and outside PFMS) b) Overview of current set of challenges c) Overview of application and its different modules, functionalities, features d) Single Point of Contact / Key stakeholders for interaction on a day-to-day basis | | Please refer the additional clauses incorporated through corrigendum under section 11 of the detailed terms of reference. |
| 11 | Financial template | | Kindly share financial template for Financial bid | | The bidder is required to quote the commercials against each designation as reflected in the seller dashboard at appropriate places in the GeM portal during the bid participation. As such it is a standard format which is uniform to all the participating bidders. |
| | E&Y | | | | |
| 12 | Bid Document | Estimated Bid Value: 12,85,02,000/- | Kindly confirm our understanding that this value is yearly estimated value and not the value for 3 years | The estimated bid value needs clarity. | The estimated cost given in the Page 1/19 of the GeM bid is for three years. Further, kindly refer clause 1 in Page 2/19 of the GeM bid for further clarification. |
| 13 | Program Manager | BE/B. Tech/MCA/M.Sc. in Computer Science/Information Technology (IT) from an institution/ university recognized by the Govt. of India. AND MBA from an institution/ university recognized by the | We suggest including: BE/B. Tech/B.Sc / MCA /M.Sc. from an institution/ university recognized by the Govt. of India. AND MBA from an institution/ university recognized by the Govt. of India with consistently good | Since, this project requires Project Management and Technology understanding hence, requesting DBT vertical to not restrict to just Technology / Engineering domain. | No Change. |

CONSOLIDATED PRE-BID QUERIES for the BID FOR HIRING OF 30 RESOURCES FOR DBT Vertical, PFMS Division

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|--------|---|---|---|--|---|
| | | Govt. of India with consistently good academic record. | academic record. | Basic Graduation along with MBA may also be considered. | |
| 14 | Team Leads [Project Manager] | BE/B. Tech/MCA/M.Sc. in Computer Science/Information Technology (IT) from an institution/ university recognized by the Govt. of India. AND MBA from an institution/ university recognized by the Govt. of India with consistently good academic record. | We suggest including: BE/B. Tech/B.Sc / MCA /M.Sc. from an institution/ university recognized by the Govt. of India. AND MBA from an institution/ university recognized by the Govt. of India with consistently good academic record. | Since, this project requires Project Management and Technology understanding hence, requesting DBT vertical to not restrict to just Technology / Engineering domain. Basic Graduation along with MBA may also be considered. | No Change. |
| 15 | Business Analysts | BE/B. Tech/MCA/M.Sc. in Computer Science/Information Technology (IT) from an institution/ university recognized by the Govt. of India. | BE/B. Tech/B.Sc./ MBA/MCA/M.Sc. from an institution/ university recognized by the Govt. of India. | Since, the project require functional understanding hence, requesting to not restrict to just Technology / Engineering domain. Basic Graduation / MBA may be considered | No Change. |
| 16 | Junior Business Analyst | BE/B. Tech/MCA/M.Sc. in Computer Science/Information Technology (IT) from an institution/ university recognized by the Govt. of India | BE/B. Tech/ B.Sc. / MBA/MCA/M.Sc. in Computer Science/Information Technology (IT) from an institution/ university recognized by the Govt. of India. | Since, the project require functional understanding hence, requesting to not restrict to just Technology / Engineering domain. Basic Graduation / MBA may be considered | No Change. |
| 17 | 3.2 Location of Deployment (Page 11) | The deployed resource will function from the premises of PFMS Division, O/o CGA or at any place as decided by PFMS Division, O/o CGA. | Request to kindly let us know if the location of deployment is within Delhi. In-case the location of deployment is outside Delhi we request DBT Vertical to kindly bear the cost of travel, boarding and lodging of the personnel to the location of work | Clarity is required on place of deployment so that it can appropriately be included in the proposal. | The location for deployment shall be within the State of NCT Delhi. |
| 18 | 6.2 Technical Evaluation Criteria (Page 21) | 100% score will be awarded to the firm having highest average annual turnover from management and IT Consulting services. Other bidders will be given scaled down scores as per the Average Annual Turnover for last three years, subject to a minimum of 4 marks | We propose the following: 1. 4 marks: Average Annual Turnover for last three years 40- 60 Cr 2. 6 marks: Average Annual Turnover for last three years 60- 100 Crs 3. 8 marks: Average Annual Turnover for last three years 100-200 Crs 4. 10 marks: Average Annual Turnover | The variation in the Average Annual Turnover amongst the bidders will be very high and hence, we request DBT Vertical to kindly consider introducing criteria for marking. | No Change. |

CONSOLIDATED PRE-BID QUERIES for the BID FOR HIRING OF 30 RESOURCES FOR DBT Vertical, PFMS Division

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|--------|---|---|---|--|--|
| | | | for last three years 300 Crs and above | | |
| 19 | 6.2 Technical Evaluation Criteria (Page 21) | Note 3: CVs of only those resources shall be provided in the bid document who are on payroll of bidder on the date of submission of response. | We propose to the change it as: Note 3: CVs of only those resource shall be provided in the bid document who are on payroll of bidder on the date of Signing of contract with the bidder. | The attrition in the industry is high at this point in time and the evaluation process will take time, hence, we are suggesting the change. | No change. |
| 20 | 7.2.1 One Time SLA | Deliverable: Commencement of Services, Timeline: If the resources are deployed on the start date | If the resources are deployed on the start date or as per agreed deployment plan | We suggest changing the timeline of deployment to "If the resources are deployed on the start date or as per agreed deployment plan" so that DBT vertical and the bidder may agree on deployment as required by DBT vertical | The clause has been amended through a corrigendum. Currently, in pursuance to the amended clause (7.2.1 of the bid document), the penalty of Rs. 5,000 per working day per non-deployed resource at the commencement of the contract will be applicable in case the Delay <u>beyond 15 working days from the start date of the contract</u> |
| 21 | 17.1 Confidentiality (Page 40) | Existing Clause | Request you to kindly amend and add the following clause to Confidentiality: "Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to | We request the Department to consider that the confidentiality agreement stays valid for a period of 3 years from the date of termination of this Agreement | No Change. |

CONSOLIDATED PRE-BID QUERIES for the BID FOR HIRING OF 30 RESOURCES FOR DBT Vertical, PFMS Division

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|--------|---|--|--|---|--|
| | | | the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement." | | |
| 22 | 12. Termination of Contract (Page 34) | Existing Clause. | Request you to kindly amend and add the following clause to Termination of Contract: Bidder may terminate this Agreement, or any particular Services, immediately upon written notice to Client if Bidder reasonably determine that Bidder can no longer provide the Services in accordance with applicable law or professional obligations. | The bidder should also be able to terminate the contract in case it is not able to provide services in accordance with applicable law or professional obligations | Request has been considered and a corrigendum has been issued to incorporate the clauses related to the termination of the contract by the successful bidder. |
| 23 | 13. Force Majeure (Page 37) | 13. Force Majeure (Page 37) | Request you to kindly amend and add the following clause to Force Majeure: "It is recommended to add below clause to under Force Majeure to facilitate remote working (ii) To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services. (iii) Where bidder Personnel are required to be present at Client's premises, bidder will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the | With the rise in COVID cases and impending 4th wave, we request this clause may be added | It is clarified that disruption of supply chains due to the spread of CoVID virus is a natural calamity and covers under the Force Majeure clause as per the definition provided by the Government of India. |

CONSOLIDATED PRE-BID QUERIES for the BID FOR HIRING OF 30 RESOURCES FOR DBT Vertical, PFMS Division

| S. No. | Bid document reference(s) (Bid document section & page number) | Content of bid document requiring clarification(s) | Query/Observation/ Suggestion | Justification | Reply |
|---------------|---|---|---|--|--|
| | | | parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) a bidder resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk." | | |
| 24 | NA | Intellectual Property Rights | We propose Intellectual Property Rights to be added with the following clause: "Bidder may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Bidder own in performing the Services. Notwithstanding the delivery of any Reports, Bidder retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Bidder compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement." | The IPR on pre-existing work should remain property of the bidder | No Change. |
| 25 | 10.1 Exit Management (Page 34) | Bidder shall permit PFMS Division O/o CGA or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the PFMS Division O/o CGA or Project Management Unit to understand the methods of delivery of the services employed by the Bidder and to assist appropriate knowledge transfer. | We suggest the clause to be modified: Bidder shall permit the client or its auditor (bound by respective confidentiality obligations) upon request of the latter with all the information and documents directly related to the engagement. | We would like to provide all documentation to client / auditor as required | No Change. Please refer clause 10 of the section 10.1 (Exit management) of the detailed terms of reference attached at scope of the work in the GeM bid document. |

CONSOLIDATED PRE-BID QUERIES for the BID FOR HIRING OF 30 RESOURCES FOR DBT Vertical, PFMS Division

| S. No. | Bid document reference(s) (Bid document section & page number) | Content of bid document requiring clarification(s) | Query/Observation/ Suggestion | Justification | Reply |
|---------------|---|--|---|--|--|
| 26 | 10.1 Exit Management (Page 34) | Before the expiry of the exit management period, unless otherwise provided in the approved plan, PFMS Division or its nominated agency shall deliver to the Bidder all forms of Bidder confidential information, which if any is in the possession or control of PFMS Division, or its users | Bidder Firm may be allowed to maintain a complete set of work papers, including client information contained therein, as required by professional standards | In our experience, sometimes, the working papers are required to be maintained as per professional standards and hence, we are asking for inclusion of the same in the contract. | No Change. |
| 27 | NA | NA | We request you to please share the draft contract that shall be signed between the selected Bidder and the Purchaser. | The draft contract will help us in seeking necessary approvals in timely manner | The contract is generated in the GeM portal to the selected bidder. The contract inter-alia consists all the terms and conditions as stipulated in the GeM bid document, detailed terms of reference attached with the bid document at Scope of work and the profile of consultants. Further, the corrigendum issued as a part of the bidding process will also be the part of the contract. It is relevant to refer clause (xxiv) of the section 4 of the detailed terms of reference wherein it is clarified that the other terms and conditions of the Service Level Agreement of the relevant category [Hiring of Consultants in the instant case] which are not explicitly stipulated in this document will remain valid as part of the contract. |
| 28 | 17.2 Non-Disclosure Clause | The successful bidder/agency is required to sign the Non-Disclosure Agreement with PFMS Division, O/o CGA. | Request to kindly provide draft of the Non-Disclosure Agreement to be signed | The draft agreement will help us in seeking necessary approvals in timely manner | The draft agreement will be shared with the successful bidder post completion of bidding process in the GeM portal and before deployment of the |

CONSOLIDATED PRE-BID QUERIES for the BID FOR HIRING OF 30 RESOURCES FOR DBT Vertical, PFMS Division

| S. No. | Bid document reference(s) (Bid document section & page number) | Content of bid document requiring clarification(s) | Query/Observation/ Suggestion | Justification | Reply |
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| | | | | | resources in the PFMS Division, O/o CGA. |
| 29 | 17.2 Non-Disclosure Clause | Each resource being deployed against this contract would also require to sign a specific Non-Disclosure Agreement as well. | Request signing of the Non-Disclosure agreement with the firm and not with specific employees | EY Firm has full (central) responsibility towards DBT division for confidentiality, including responsibility for the conduct of its personnel on the engagement hence, NDA with firm should suffice | The draft agreement will be shared with the successful bidder post completion of bidding process in the GeM portal and before deployment of the resources in the PFMS Division, O/o CGA. |
| 30 | NA | NA | Request you to kindly provide commercial bid format | Every bidder may submit commercials as per their understanding and hence, in order to maintain uniformity, it is requested to provide the format | The bidder is required to quote the commercials against each designation as reflected in the seller dashboard at appropriate places in the GeM portal during the bid participation. As such it is a standard format which is uniform to all the participating bidders. |
| 31 | NA | NA | Extension in date of submission by atleast 4 weeks | The bid requires multiple administrative approvals within the organisation and hence, we request time for seeking all approvals post receiving the response to our queries | Request considered and the sufficient time as per the extant rules of Government of India has been given to the bidders to enable them to participate in the bid. |
| | CIPL | | | | |
| 32 | 6.2/S.2/Page 24 | Experience of Program Management of e-Governance Projects similar to the scope of work for any Central/State/UT Government/PSU over the last five completed financial years. Bidders will be awarded marks for each Project that meets the following criteria: (Maximum 15 marks) Projects worth more than 10 crores: 3 marks for each project – Total 5 Projects | Experience of Program Management of e-Governance Projects similar to the scope of work for any Central/State/UT Government/PSU over the last five completed financial years. Bidders will be awarded marks for each Project that meets the following criteria: (Maximum 15 marks) Single Project worth more than 10 crores: 15 marks | We request you amend the clause to enhance the participation from multiple serious vendors as current clause give edge to large agencies. | No Change. |

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| S. No. | Bid document reference(s) (Bid document section & page number) | Content of bid document requiring clarification(s) | Query/Observation/ Suggestion | Justification | Reply |
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| | | required Projects worth more than 8 crores: 1.5 marks for each Project – Total 10 Projects required Projects worth more than 5 crores: 1 mark for each project – Total 15 Projects required | Two Projects worth more than 8 crores: 10 marks More than Two Projects worth more than 5 crores: 5 marks | | |
| 33 | 6.2/S.3/Page 24 | Annual Turn Over of the firm from only management and IT consulting services of similar nature in India. 100% score will be awarded to the firm having highest average annual turnover from management and IT Consulting services. Other bidders will be given scaled down scores as per the Average Annual Turnover for last three years, subject to a minimum of 4 marks | Annual Turn Over of the firm from only management and IT consulting services of similar nature in India should be More than 12 Cr. In last 3 Financial years - 10 Marks If annual turnover from last 3 years is less than 10 Cr. Will get 4 Marks | We request you amend the clause to enhance the participation from multiple serious vendors as current clause give edge to large agencies. | No Change. |
| 34 | 3.1/Page 10 | Details of Qualification of all the manpower. MBA from an institution/ university recognized by the Govt. of India with consistently good academic record. | | We request you remove this part because MBA may not be required as all the positions are technical in nature. | No Change. |
| 35 | 3.2/E/Page 14 | Apart from holiday schedule, the deployed resources can avail maximum 12 leaves per year on pro-rata basis. These leaves shall not be carry-forwarded for the subsequent years after the completion of each year. | | We request you amend this clause because Total 12 leaves per year is not sufficient. In government, please see the details of leave EL- 30 CL-8 Medical-10 | No Change. |
| 36 | | | Please suggest What is the rule for manpower working on weekends/ off days (planned work) | | As per the amended clause 3.2 (d) [amended through corrigendum], the deployed resources will follow the Holiday Schedule of PFMS |

CONSOLIDATED PRE-BID QUERIES for the BID FOR HIRING OF 30 RESOURCES FOR DBT Vertical, PFMS Division

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| | | | | | Division, O/o CGA. However, they may be required to work on weekends/holidays, if required and directed by the Government. |
| 37 | | | Please suggest What is the rule for people working on unplanned work (on call support) | | Please refer the section 2 of the detailed terms of reference. And the roles and responsibilities tabulated against each designation in section 3 of the detailed terms of reference. |
| 38 | | | Please suggest any policy for colleagues working for same project switching company. | | No suggestions. |
| | TCS | | | | |
| 39 | Scope_of_Work_1650526760.pdf / Section 6.1 PRE-QUALIFICATION CRITERIA / Page 20 | 5 Net worth Requirements Company Secretaries or a Chartered Accountant's Certificate mentioning the value of Net-Worth in each of three financial years. | Please amend as below: Company Secretaries/ Authorized Signatory or a Chartered Accountant's Certificate mentioning the value of Net-Worth in each of three financial years. | | No Change. |
| 40 | Scope_of_Work_1650526760.pdf / Section 6.2 TECHNICAL EVALUATION CRITERIA / Page 25 | 5.5 Technical Strength of the bidder's Company Supporting Docs/Bid Reference: Certificate from the Company Secretary/ Statutory Auditor/ Chartered Accountant (In the format: Appendix - A) | Please amend as below: Supporting Docs/Bid Reference: Certificate from the Company Secretary/ HR Head/ Statutory Auditor/ Chartered Accountant (In the format: Appendix - A) | | No Change. |
| 41 | Scope_of_Work_1650526760.pdf / Section 20.1 APPENDIX - A: FORMAT FOR CERTIFICATE FOR MANPOWER ON PAYROLL OF THE PARTICIPATING BIDDER / Page 45 | Signature of Company Secretary of the Company/Statutory Auditor/Chartered Accountant Seal mentioning the registration number Place: | Please allow the bidder to submit a certificate from Signature of Company Secretary of the Company/ HR Head/ Statutory Auditor/Chartered Accountant | | No Change. |
| 42 | Scope_of_Work_1650526760.pdf / Section 20.2 APPENDIX - B: FORMAT OF CV of KEY PERSONNEL / Page 46 | 4. Date of Birth: | Bidder requests to please remove the requirement of providing Date of Birth details as these details comes under PII - Personal Identifiable Information and hence can not be | | No Change. |

CONSOLIDATED PRE-BID QUERIES for the BID FOR HIRING OF 30 RESOURCES FOR DBT Vertical, PFMS Division

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| | | | shared. | | |
| 43 | Scope_of_Work_1650526760.pdf / Section 3 / Note: Clause (viii) Page 7 | (viii). In case of failure to meet the standards of PFMS Division, O/o CGA (which includes efficiency, cooperation, discipline, integrity and performance) bidder may be asked to replace the resource without any penalty for replacement/exit within a period of 7 working days | 7 days period is too short and it should be increased to min one month | One month time will be required to provide replacement with required skills and experience | The clause has been amended through a corrigendum. Please refer the amended clauses where the applicable penalty will be imposed after a period of 14 working days. |
| 44 | Scope_of_Work_1650526760.pdf / Section 3 / Note: Clause (ix) Page 7 | (ix). The PMU team may be relieved/reduced at any period of time during the period of the contract as per the discretion of Government and decision will be final and binding in this regard | It is suggested that bidder should be given atleast one month advance notice in case PMU team is to be relieved/reduced | This is required so that bidder can plan to use the relieved resources in other projects/ assignments | No Change. |
| 45 | Scope_of_Work_1650526760.pdf /Section 3.1 DETAILS OF QUALIFICATION, EXPERIENCE AND SKILL SET/S.No 2(1) Team Lead For (Special DBT Protocol Development Group) Page 8 Skill Set | Desired: • Desired certification as shown in the Indicative list. | List of certifications have not been provided. Please provide the same | It will help to provide team with expected certification requirement | The list of indicative certifications for the profile [Team Lead (for special DBT Protocol Development)] is incorporated through corrigendum at Note under the section 3.1 of the detailed terms of reference. |
| 46 | Scope_of_Work_1650526760.pdf /Section 3.1 DETAILS OF QUALIFICATION, EXPERIENCE AND SKILL SET/S.No 2(2) Team Lead For (User Interface and Operation Group) Page 8 Skill Set | Desired: • Desired PMU certification as shown in the Indicative list. | List of certifications have not been provided. Please provide the same | It will help to provide team with expected certification requirement | The list of indicative certifications for the profile [Team Lead (for User interface and Operation Group)] is incorporated through corrigendum at Note under the section 3.1 of the detailed terms of reference. |
| 47 | Scope_of_Work_1650526760.pdf /Section 3.1 DETAILS OF QUALIFICATION, EXPERIENCE AND SKILL SET/S.No 2(3) Team Lead For (Bank Coordination and Maintenance Group) Page 8 Skill Set | Desired: • Desired PMU certification as shown in the Indicative list. | List of certifications have not been provided. Please provide the same | It will help to provide team with expected certification requirement | The list of indicative certifications for the profile [Team Lead (for Bank Coordination and Maintenance Group)] is incorporated through corrigendum at Note under the |

CONSOLIDATED PRE-BID QUERIES for the BID FOR HIRING OF 30 RESOURCES FOR DBT Vertical, PFMS Division

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| | | | | | section 3.1 of the detailed terms of reference. |
| 48 | Scope_of_Work_1650526760.pdf /3.1 DETAILS OF QUALIFICATION, EXPERIENCE AND SKILL SET/S.No 3.1 Team Members For (Special DBT Protocol Development Group) - Page 8 | <ul style="list-style-type: none"> • Experience in software development in Visual Studio 2010/2013, implementation of .Net framework • Experience in Web service (SOAP, REST ,JSON, XML) J Query App Integration, App debugging , WCF , MVC | As per the roles and responsibilities mentioned for this team in section 3.1, Page no. 4 - Team has to do more of monitoring, coordination, handholding and Support to various stakeholders. As per our understanding, Development activities are not part of role and responsibilities of this team as Development will be done by existing PFMS development team. We suggest to remove the requirement for these technical skills and certifications related to these skills | These skills are required for S/W Development purpose which will be handled by existing technical team of PFMS and this team can perform the defined role and responsibilities without these skills. | No Change. |
| 49 | Scope_of_Work_1650526760.pdf /3.1 DETAILS OF QUALIFICATION, EXPERIENCE AND SKILL SET/S.No 3.2 Team Members For (For User Interface and Operation Group) - Page 8 | <ul style="list-style-type: none"> • Experience in software development in Visual Studio 2010/2013, implementation of .Net framework • Experience in Web service (SOAP, REST ,JSON, XML) J Query App Integration, App debugging , WCF , MVC | As per the roles and responsibilities mentioned for this team in section 3.2, Page no. 5 - Team has to do more of monitoring, coordination , handholding and Support to various stakeholders. As per our understanding, Development activities are not part of role and responsibilities of this team as Development will be done by existing PFMS development team. We suggest to remove the requirement for these technical skills and certifications related to these skills | These skills are required for S/W Development purpose which will be handled by existing technical team of PFMS and this team can perform the defined role and responsibilities without these skills. | No Change. |
| 50 | Scope_of_Work_1650526760.pdf /3.1 DETAILS OF QUALIFICATION, EXPERIENCE AND SKILL SET/S.No 3.3 Team Members For (Bank Coordination and Maintenance Group) - Page 8 | Experience in .net and SQL server latest edition | As per the roles and responsibilities mentioned for this team in section 3.3, Page no. 5 - Team has to do more of monitoring, coordination, handholding and Support to various stakeholders which require basic SQL knowledge only. As per our understanding, .Net Development activities are not part of role and responsibilities of this team as .Net Development will be done by existing PFMS development team. We suggest to remove the requirement for .Net technical skills and certifications related to these skill | .Net skills are required for S/W Development purpose which will be handled by existing technical team of PFMS and this team can perform the defined role and responsibilities without these skills. | No Change. |

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| S. No. | Bid document reference(s) (Bid document section & page number) | Content of bid document requiring clarification(s) | Query/Observation/ Suggestion | Justification | Reply |
|--------|---|--|--|--|---|
| 51 | Scope_of_Work_1650526760.pdf /3.1 DETAILS OF QUALIFICATION, EXPERIENCE AND SKILL SET/S.No 3.3 Team Members For (Bank Coordination and Maintenance Group) - Page 8 | <ul style="list-style-type: none"> Experience of 7 years or above, in Windows Desktop Support and web applications like Windows7, Windows8, MS-Office, MS-Excel, MS-Power point etc. | As per the roles and responsibilities mentioned for this team in section 3.3, Page no. 5- We feel that Experience requirement of 7 years is on high side and should be reduced to 4 Years. | Optimal experience keep employee satisfied with assigned work which helps in the success of project | No Change. |
| 52 | Scope_of_Work_1650526760.pdf /Section 3.1 DETAILS OF QUALIFICATION, Qualification/S.No 4 Business Analyst - Page 9 | Essential Qualification: B. Tech/BE/MCA/ M.Sc. Computer Science/Information Technology (IT) from an institution/ university recognized by the Govt. of India. | In addition to existing qualifications, MBA should also be included in the list | Employees with only MBA qualification are also very fit for this role because this role require good communication skills, Presentation Skills etc which is always there in the employees with MBA qualification | No Change. |
| 53 | Scope_of_Work_1650526760.pdf /Section 3.1 DETAILS OF QUALIFICATION, EXPERIENCE AND SKILL SET/S.No 6 Junior Business Analyst - Page 10 | Experience of 5 years or above, in document preparation (SRS, FRD, RTM), Ms. Visio, Ms. Office, UML Modeling etc. | Experience should be reduced to 3 years as the role is of Junior Business analyst | Junior Business Analyst should have experience lesser than the Business Analyst which is 5 years for Business Analyst | Request has been considered and a corrigendum has been issued in this regard. |
| 54 | Scope_of_Work_1650526760.pdf /Section 3.1 DETAILS OF QUALIFICATION, Qualification/S.No 6 Junior Business Analyst - Page 10 | Essential Qualification: <ul style="list-style-type: none"> B.Tech/BE/MCA/ M.Tech/ME/ M.Sc. Information Technology(IT)and related fields from an institution/ university recognized by the Govt. of India. | In addition to existing qualifications, MBA should also be included in the list | Employees with only MBA qualification are also very fit for this role because this role require good communication skills, Presentation Skills etc which is always there in the employees with MBA qualification | No Change. |
| 55 | Scope_of_Work_1650526760.pdf /3.2 LOCATION OF DEPLOYMENT/ Page 11 | (e) Apart from holiday schedule, the deployed resources can avail maximum 12 leaves per year on pro-rata basis. | Please confirm that bidder can raise invoice for these 12 days leaves subject to approval of CGA | | It is herewith clarified that the deployed resources can avail 12 leaves per year subject to the other terms and conditions as stipulated in section 3.2 of the detailed terms of reference. The successful bidder shall raise invoice for the month only in case the deployed resources have taken the applicable leaves subject to the clause (f) in the section 3.2 of detailed terms of |

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| | | | | | reference. |
| 56 | Scope_of_Work_1650526760.pdf /5.8 PERIOD OF CONTRACT/ Page no. 16 | The contract shall commence on the date as prescribed in the Contract generated in GeM portal. The period of contract will be for a period of three (3) years and may be extended for one year at a time subject to a maximum of two years. | Extension beyond 3 years should be done on mutually agreed terms and conditions including commercials between the CGA and Bidder | Cost of manpower increases every year for the bidder so there should be provision to consider any revision in rates on completion of 3 years for extension of contract | No Change. |
| 57 | Scope_of_Work_1650526760.pdf /5.8 PERIOD OF CONTRACT/ Page no. 16 | PFMS Division, O/o CGA shall be free to relieve/reduce the resources deployed against the contract at any time during the period of agreement, without assigning any reason and the decision of PFMS Division, O/o CGA will be binding and final on the successful bidder | It is suggested that bidder should be given atleast one month advance notice in case PMU team is to be relieved/reduced | This is required so that bidder can plan to use the relieved resources in other projects/ assignments | No Change. |
| 58 | Scope_of_Work_1650526760.pdf /7.2.1 ONE TIME SLA/Page 31 | Commencement of Services : From the start date mentioned in the Contract generated in GeM portal- Delay beyond 5 working days from the start date of the contract | 1. It is proposed that minimum 4-6 weeks of time should be provided to the bidder from start date of contract for deployment of team 2. CGA may share deployment plan for the entire 30 member team spread across 8 weeks. | This much time will be required to identify the resources with matching skills and experience and deployment in the project. It may require travel also for the team members from the other states as under the current circumstances of Covid time, Most of employees are in Work from Home mode. | The clause has been amended through a corrigendum. Currently, in pursuance to the amended clause (7.2.1 of the bid document), the penalty of Rs. 5,000 per working day per non-deployed resource at the commencement of the contract will be applicable in case the Delay is <u>beyond 15 working days from the start date of the contract</u> |
| 59 | Scope_of_Work_1650526760.pdf /Section 7.2.2 OPERATIONAL SLA & PENALTIES/S.No 2 Parameter - Low-performance of the deployed resource or nonachievement of the deliverables/targets - Page 31 | If the performance of the deployed resource is low which will be determined by the deliverables/targets as specified in the Section 7.1 of this document, then the resource through the Nodal contact person of the agency will be advised to take corrective measures wherever required. If the same has been continued for more than one month, then a penalty will be imposed in the subsequent | Achievement of deliverables is dependent on many other stakeholders also like Banks, Owners of external systems, PFMS Development team, PFMS domain team etc so It is requested that this specific penalty clause should be removed | CGA is already taking Performance bank Guarantee from the bidders for this purpose | No Change. It is clarified that the said clause is applicable in case of non-achievement of deliverables as specified in section 7.1 for the reasons solely attributable to the deployed resources and on the recommendation of the Contract Monitoring Committee as |

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| S. No. | Bid document reference(s) (Bid document section & page number) | Content of bid document requiring clarification(s) | Query/Observation/ Suggestion | Justification | Reply |
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| | | monthly bill. | | | detailed at clause (d) of section 7 of the detailed terms of reference. |
| 60 | Scope_of_Work_1650526760.pdf /7.2.2 OPERATIONAL SLA & PENALTIES/S.No 4 - Substitution of key personnel resources from those CVs provided with the technical bid - Page 31 | Penalty of Rs 50,000/- per substitution of resources of those whose key personnel CV's have been provided along with the Technical bid | There may be reasons for replacements which are not under control of company like resignations, Long Sick Leaves, Maternity leaves etc. Penalty should not be imposed under such scenarios. | Penalty should be imposed only if CGA is not satisfied with the reason for replacement furnished by the bidder. | In all the cases where Force Majeure conditions are applicable, the penalty shall not be deducted. In all the cases where the reason is beyond the control of organization and subject to the extant laws/rules of Government of India, (to be judged on each case by the competent authority in PFMS Division, O/o CGA) the penalty shall not be deducted. However, in case of resignation, the clause (a) of section 7.2.3 of the detailed terms of reference is clear that the penalty will be applicable as per the section 7 of the detailed terms of reference. |
| 61 | Scope_of_Work_1650526760.pdf /7.2.2 OPERATIONAL SLA & PENALTIES/S.No 5 - Replacement of Resources - Page 31 | Resources initially deployed are not to be replaced during the tenure of the Project. In case resources are replaced, penalties will apply. This clause is applicable after 180 days from the commencement of project. Up to 0-10 replacement – Nil , 11-15 resources replacement - Rs. 10,000/- per replacement , 16-20 resources replacement – Rs. 20,000/- per replacement 21-30 resources replacement - Rs. 30,000/- per replacement >30 resources replacement - Rs. 50,000/- per replacement | 1. Please clarify that penalty will not be charged for the resources replaced within 180 days 2. Three years is a long period and There may be reasons for replacements which are not under control of bidder company like resignations, Long Sick Leaves, Maternity leaves etc. It is proposed that penalty to be charged only if CGA is not satisfied with the reason of replacement. | Three years is a long period and There may be reasons for replacements which are not under control of bidder company | In all the cases where Force Majeure conditions are applicable, the penalty shall not be deducted. In all the cases where the reason is beyond the control of organization and subject to the extant laws/rules of Government of India, (to be judged on each case by the competent authority in PFMS Division, O/o CGA) the penalty shall not be deducted. However, in case of resignation, the clause (a) of section 7.2.3 of the detailed terms of reference is clear that the penalty will be |

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| S. No. | Bid document reference(s) (Bid document section & page number) | Content of bid document requiring clarification(s) | Query/Observation/ Suggestion | Justification | Reply |
|--------|---|--|--|--|---|
| | | | | | applicable as per the section 7 of the detailed terms of reference. |
| 62 | Scope_of_Work_1650526760.pdf /7.2.3 PENALTY FOR EXIT/REPLACEMENT/S.No (a) - Page 32 | (a) Replacement of resources shall generally not be allowed. The replacement of resource by bidder will be allowed (with applicable penalty) only in case, the resource leaves the organization by submitting resignation with the present employer. | Three years is a long period and There may be reasons for replacements which are not under control of bidder company other than resignations like Long Sick Leaves, Maternity leaves etc. It is proposed that penalty to be charged only if CGA is not satisfied with the reason of replacement. | Three years is a long period and There may be reasons for replacements which are not under control of bidder company | In all the cases where Force Majeure conditions are applicable, the penalty shall not be deducted. In all the cases where the reason is beyond the control of organization and subject to the extant laws/rules of Government of India, (to be judged on each case by the competent authority in PFMS Division, O/o CGA) the penalty shall not be deducted. However, in case of resignation, the clause (a) of section 7.2.3 of the detailed terms of reference is clear that the penalty will be applicable as per the section 7 of the detailed terms of reference. |
| 63 | Scope_of_Work_1650526760.pdf /7.2.3 PENALTY FOR EXIT/REPLACEMENT/S.No (f) - Page 32 | (f) PFMS is free to relieve any resource at any time during contract period without any penalty. | It is proposed that CGA should give min one month prior intimation to bidder for any such relieving | This is required for optimal utilization of resources at bidder end | No Change. |
| 64 | Scope_of_Work_1650526760.pdf /Section 11. SUPPORT TO BE PROVIDED BY PFMS DIVISION - Page 34 | All equipment/hardware will be carried by the successful bidder. PFMS Division, O/o CGA will not provide any equipment/hardware/system software/software required for functioning, etc. | 1. Please specify the exact requirement details for tools/Softwares required along with no. of licenses for each tool 2. Tools/Software and licenses provided by the bidder will be property/asset of the bidder and CGA will have no right on the same 3. Please confirm the internet services will be provided by CGA to the team to carry out their functions | It is required for estimation and readiness at bidder end | Considering the roles and responsibilities for each designation, as provided at section 3 of the detailed terms of reference, the participating bidders may assess the requirement details along with the required no. of licenses which are required for efficiently delivering the duties of the deployed professionals. Tools/Software and licenses |

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| S. No. | Bid document reference(s) (Bid document section & page number) | Content of bid document requiring clarification(s) | Query/Observation/ Suggestion | Justification | Reply |
|--------|---|---|---|-------------------------------|---|
| | | | | | <p>provided by the bidder will be property of the bidder. However, the work being done using such tools by the deployed professionals will be the asset of PFMS Division, O/o CGA. While using the tools, the data security and confidentiality should also be ensured.</p> <p>In case, the resources are functioning onsite, then the internet services will be provided by PFMS Division, O/o CGA. However, in case the resources working offsite (as per the details stipulated at clause (b) of section 3.2 of the detailed terms of reference), it is the responsibility of the service provider to provide the necessary internet services.</p> |
| 65 | Scope_of_Work_1650526760.pdf /Section 11. SUPPORT TO BE PROVIDED BY PFMS DIVISION - Page 34 | In case, the deployed resources are directed to carry out the development work at offsite (home/agency registered premises) as detailed at section 3.2 of this bid document, the successful bidder must ensure necessary internet broadband connectivity (other than the details as described above) are available to all the deployed resources to carry out all the works assigned to them. | Requirement for work from bidder office needs to be confirmed by CGA | It has financial implications | It is clarified that the deployed resources may be required to carry out the work either onsite or offsite as per the requirements, demands, timelines of the project deliverables, any untoward situation. However, they may be allowed to work offsite after obtaining the approval from PFMS Division, O/o CGA only. (Refer clause (b) in the section 3.2 of the detailed terms of reference) |
| 66 | Scope_of_Work_1650526760.pdf /Section 10.1 EXIT MANAGEMENT, | 7. Payments during the Exit Management period shall be made in accordance with | Since the exit plan will be prepared by the successful bidder after start of contract, So | It is just a clarification | During the period of exit management in the event of |

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| S. No. | Bid document reference(s) (Bid document section & page number) | Content of bid document requiring clarification(s) | Query/Observation/ Suggestion | Justification | Reply |
|--------|--|---|---|----------------------------|---|
| | S.No. 5 - Page 33 | the Payment Schedule as specified in the exit plan | please confirm that payment mention in payment schedule of Exit plan will be additional to the financial/commercial bid submitted by the bidder for this contract | | termination or expiry of the contract period, the financial/commercials submitted by the bidder will be discontinued and the Payments shall be made in accordance with the payment schedule as specified in the exit plan (as proposed by the firm in the exit management plan and duly approved by PFMS Division, O/o CGA). |
| 67 | Scope_of_Work_1650526760.pdf /Section 10.2 KNOWLEDGE TRANSFER, S.No. 5 - Page 34 | Bidding service provider/agency needs to include in the response the Exit Management Plan for the Project Management Support at the end of the contract duration. The transition period shall span a minimum of one month or as mutually agreed with PFMS Division. | Please confirm that transition period will be part of 3 years contract period only else PFMS division should pay the bidding agency on pro-rata basis for the transition period. | It is just a clarification | Generally, the transition period shall be at the end of contract period for a minimum of one month or as mutually agreed with the PFMS Division. In case, the Knowledge Transfer could not be completed due to the reasons beyond the control of PFMS Division, O/o CGA and the contracting firm, the services of the firm will be extended in r/o only such resources (the number of resources will be decided by the PFMS Division, O/o CGA) to such a period as approved by the Competent Authority and the payment on pro-rata basis will be released subject to the approval of the competent authority. |
| 68 | Scope_of_Work_1650526760.pdf /Section 10.2 KNOWLEDGE TRANSFER, S.No. 5 - Page 34 | Have a month of overlap period of running the operations with the new bidding service provider/agency or as mutually decided between the agency and PFMS Division. | 1. Please confirm that overlap period will be part of 3 years contract period only else PFMS division should pay the bidding agency on prorata basis for the overlap period. 2. PFMS division to ensure that new bidding service provider is available to complete the knowledge transfer process. | It is just a clarification | Normally, it is expected that the overlap period will be part of the contractual period. In case of any reasons beyond the control of PFMS Division, O/o CGA and new bidding service provider, the contract will be extended to such |

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| | | | <p>3. In case of delay in hiring of new bidding service provider by PFMS Division or delay in deployment of team by the new bidding service provider i.e. before end of contract period then either PFMS division plan to extend the contract to accommodate overlap period or PFMS division should pay the bidding agency on pro-rata basis for the overlap period.</p> <p>4. Please also confirm whether the complete deployment team will be required for Knowledge transfer or only the Key resources will be required.</p> | | a period that the knowledge transfer of the critical resources completed. However, the period of extension will be subject to the approval of Competent Authority and the number of resources are restricted to bare minimum whose Knowledge Transfer is essential. The same will be decided by the PFMS Division, O/o CGA and will be communicated to the firm in case the transition period is beyond the contracted period and the pro-rata payment shall be paid to the existing firm subject to the approval of Competent Authority. |
| 69 | Scope_of_Work_1650526760.pdf / Section 5.8 PERIOD OF CONTRACT / Page 19 | The contract shall commence on the date as prescribed in the Contract generated in GeM portal. The period of contract will be for a period of three (3) years and may be extended for one year at a time subject to a maximum of two years. This extension will be purely on the basis of the administrative reasons and/or performance of the agency during the period of the contract. However, the performance of the agency will also be reviewed every year from the date of start of the contract. | Kindly accept modification to the said clause to include that the extension beyond 3 Years will be at price through price discovery done at the time of extension and mutually agreed. | | No Change. |
| 70 | Scope_of_Work_1650526760.pdf / Section 7.2.3 PENALTY FOR EXIT/REPLACEMENT/ Page 35 | Addition | Pls include a clause - Overall Penalty imposed in any Quarter will not be more than 20% of monthly billable contract value. | | As per the clause (a) in the section 9 of the detailed terms of reference, PFMS Division, O/o CGA may impose penalty as per the details given in the section 7.2 (subject to the maximum of 10% of the contract value). |

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| | | | | | Further, the penalty/LD is subject to the other terms as stipulated at clause (c) of section 9 and as amended under (b) of the section 9 of detailed terms of reference. |
| 71 | Scope_of_Work_1650526760.pdf / Section 8 PAYMENT TERMS/ Page 35 | Addition | Pls include a clause - The payment must be released within 30 days from the date of invoice or date it becomes due whichever is later. Payments delayed beyond the said period will be charged with penal interest @ 1.5% per month or part thereof. | | Not Agreed. |
| 72 | Scope_of_Work_1650526760.pdf / Section 9 LIQUIDATED DAMAGES AND PENALTIES/ Page 35 | If any of the services performed by the agencies fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as inadequate interactions with PFMS Division, O/o CGA), negligent, non-supportive attitude of the agencies and PFMS Division, O/o CGA decides to abort the contract because of such failure, then a sum up to 50% of the value of the contract may be recovered from the agencies. This shall be without prejudice to other remedies available under law and this agreement with PFMS Division, O/o CGA. | 50% recovered from Agency in case termination of contract is not acceptable. Dept. can impose penalty for non performance / low performance upto 20% of contract value. So, Kindly modify the clause to be read as - If any of the services performed by the agencies fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as inadequate interactions with PFMS Division, O/o CGA), negligent, non-supportive attitude of the agencies and PFMS Division, O/o CGA decides to abort the contract because of such failure, then a sum up to 50% of the value of the contract may be recovered from the agencies. This shall be without prejudice to other remedies available under law and this agreement with PFMS Division, O/o CGA. | | Clause (b) of section 9 of the detailed terms of reference has been amended through the corrigendum. Currently, the clause stipulates as <i>If any of the services performed by the agencies fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as inadequate interactions with PFMS Division, O/o CGA), negligent, non-supportive attitude of the agencies and PFMS Division, O/o CGA decides to abort the contract because of such failure, then <u>a sum up to 10% of the value of the contract</u> may be recovered from the agencies. This shall be without prejudice to other remedies available under law and this agreement with PFMS Division, O/o CGA.</i> |
| 73 | Scope_of_Work_1650526760.pdf / Section 9 LIQUIDATED DAMAGES AND PENALTIES/ Page 35 | The Agency shall perform its obligations in a professional manner. In case of delay in execution of the assigned work by the | Video Conference Link for pre-bid meeting | | Query/Observation/Suggestion is not relevant. |

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| | | agency, PFMS Division, O/o CGA may impose penalty as per the details given in Section 7.2 of this RFP (subject to a maximum of 10% of the contracted value). If the delay is beyond stipulated time, then PFMS Division, O/o CGA may annul the project and shall be free to get it done from other agencies at the risk and costs of the appointed agencies. PFMS Division, O/o CGA may debar and blacklist the agencies for applying in its future contracts also. | | | |
| 74 | Scope_of_Work_1650526760.pdf / Section 12.3 CONSEQUENCES OF TERMINATION/ Page 39 | d) Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Agency or due to the fact that the survival of the Agency as an independent corporate entity is threatened / has ceased, PFMS Division, O/o CGA shall pay the Agency for that part of the Services which have been authorized by PFMS Division, O/o CGA and satisfactorily performed by the Agency up to the date of termination. Without prejudice any other rights, PFMS Division, O/o CGA may retain such amounts from the payment due and payable by PFMS Division, O/o CGA to the Agency as may be required to offset any losses caused to PFMS Division, O/o CGA as a result of any act/ omissions of the Agency. | Pls accept that Buyer shall pay agency for the value of goods and services completed till the date of termination. | | PFMS Division, O/o CGA shall pay the Agency for that part of the Services which have been authorized by PFMS Division, O/o CGA and satisfactorily performed by the Agency up to the date of termination subject to the terms and conditions of the GeM bid document, detailed terms of reference (as attached at scope of work in the bid document) and any corrigendum published for the bid |
| 75 | Clause No 3 (v) & Page No 7 | In respect of Key Personnel CVs that are submitted as part of response to this bid, the agency should deploy from the submitted CVs only, subject to the fulfillment of minimum eligibility criteria as per the bid and satisfaction of PFMS. | Request CGA to accept sample CV for Key Personnel and at the time of project execution we would provide resources with similar or higher qualification and experience. | | No Change. |

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| | WIPRO LTD | | | | |
| 76 | 1650526760/ Page 02/ 2. SCOPE OF WORK -Notes | The scope of work shall not be limited to all of aforementioned but may extend to any IT platform related requirement of PFMS Division in the Public Financial Management domain. | The scope of work shall not be limited to all of aforementioned but may extend to any IT platform related requirement of PFMS Division in the Public Financial Management domain. | Scope Creep | No Change. |
| 77 | 1650526760/ Page 7 / Notes VII | Resources once assigned for the project shall normally not be replaced during the tenure of the project. In case of any replacement of resources, the agency will make such replacement with a resource that has higher or equivalent qualification and experience and such replacement shall be with the consent of the PFMS Division, O/o CGA. Further, to facilitate knowledge transfer, the consultancy organisation will ensure that there is at least a 15 days overlap between the existing resource and the replacement resource. Any delays on account of replacement of any kind shall solely be the responsibility of the consulting organisation. The decision of PFMS Division, O/o CGA will be final and binding in the matter of replacement of resources, irrespective of the fact that a resource may be replaced by a person with higher qualification and / or experience. Every replacement of resources by the agency would attract penalty as prescribed in the section 7 of this bid document and the concerned replacement of resources shall be done within 7 working days | Please allow 60-90 days to on-board the Key Resources and any change should also be allowed with 60-90 days | | The clause has been amended through a corrigendum. Please refer the amended clauses where it stipulates that the replacement of resources shall be done within 14 working days. |
| 78 | 1650526760/ Page 15/ 5.6 RIGHTS TO THE CONTENT OF PROPOSAL SUBMITTED BY THE BIDDER/b | PFMS Division, O/o CGA is not restricted in its rights to use or disclose any or all of the information contained in the | As part of PQ & TQ - Prior Experience is asked, where we need to furnish information such as WO + Sign off's. All projects are under NDA & | | No Change. |

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| | | proposal and can do so without compensation to the bidders | Confidentiality, Kindly restrict disclose any or all of the information contained in the proposal. | | |
| 79 | 1650526760/ Page 11/ 4. TERMS AND CONDITIONS IV | The work under this tender is not assignable by the agency. The agency shall not assign its contractual authority to any other third party. The agency should not assign or sublet the whole work or any part of it to any other agency in any other form than defined in this tender. If found doing so, it may result in termination of contract and forfeiture of Security Deposit. | The work under this tender is not assignable by the agency. The agency shall not assign its contractual authority to any other third party. The agency should not assign or sublet the whole work or any part of it to any other agency in any other form than defined in this tender. If found doing so, it may result in termination of contract and forfeiture of Security Deposit. | | No Change. |
| 80 | 1650526760/ Page 12/4. TERMS AND CONDITIONS XI | The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, providing any additional information required by PFMS Division, O/o CGA to facilitate the evaluation process, and all such activities related to the bid process. PFMS Division, O/o CGA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. | The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, providing any additional information required by PFMS Division, O/o CGA to facilitate the evaluation process, and all such activities related to the bid process. PFMS Division, O/o CGA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. | | No Change. |
| 81 | 1650526760/ Page 12/ 4. TERMS AND CONDITIONS V | (v) In case the agency is found in breach of any condition(s) of tender or work order, at any stage including the tendering process or delivery of the service, legal action as per rules/laws, shall be initiated against the agency and EMD/ Security Deposits shall be forfeited, besides being liable to be debarred and | (v) In case the agency is found in breach of any condition(s) of tender or work order, at any stage including the tendering process or delivery of the service, legal action as per rules/laws, shall be initiated against the agency and EMD/ Security Deposits shall be forfeited, besides being liable to be debarred and blacklisted for at least three years. | EMD/Security Deposit can be forfeited we are in "breach of any condition(s) of tender or work order". This is quite onerous, even if we breach any T&C of the RFP our EMD/SD will be forfeited, hence this is not acceptable. Debarred & Blacklisting in case of | No Change. |

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| | | blacklisted for at least three years. | | breach of any condition is not acceptable | |
| 82 | 1650526760/ Page 12/ 4. TERMS AND CONDITIONS -IX | ix. Conditional bids are not acceptable and shall be summarily rejected. | We cannot submit WO / Contract Copies / Signoff as we have NDA and Confidentiality Signed with end customer. Request to allow CS letter in lieu of the above | | No Change. |
| 83 | 1650526760/ Page 15/ 5.7 CODE OF INTEGRITY | In case of any reported violations, if the competent authority in PFMS Division, O/o CGA, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, will take appropriate measures. | In case of any reported violations, if the competent authority in PFMS Division, O/o CGA, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, will take appropriate measures only in accordance with law. | | Request has been considered and the clause has been amended through a corrigendum. |
| 84 | 1650526760/Page 24/6.3.2 COMMERCIAL/FINANCIAL BID EVALUATION/IV | The price quoted in the financial bid should be inclusive of all applicable taxes. | The price quoted in the financial bid should be inclusive of all applicable taxes. Any increase/ decrease in taxes (GST) shall be borne by PFMS Division, O/o CGA. | | No Change. Please refer section 14 of the detailed terms of reference attached at the Scope of Work in the bid document. |
| 85 | 1650526760/Page 30/ SERVICE LEVEL REQUIREMENTS & PENALTIES | RFP | The overall maximum penalty, if any that can be imposed on vendor under this proposal contract shall not exceed 5% of the Annualized Contract Value and penalty for a given month should not be more than 5% of monthly invoice value. | | As per the clause (a) in the section 9 of the detailed terms of reference, PFMS Division, O/o CGA may impose penalty as per the details given in the section 7.2 (subject to the maximum of 10% of the contract value). Further, the penalty/LD is subject to the other terms as stipulated at clause (c) of section 9 and as amended under (b) of the section 9 of detailed terms of reference. |
| 86 | 1650526760/Page 32/ 9. LIQUIDATED DAMAGES AND PENALTIES | a) The Agency shall perform its obligations in a professional manner. In case of delay in execution of the assigned work by the agency, PFMS Division, O/o | The Agency shall perform its obligations in a professional manner. In case of delay in execution of the assigned work by the agency, PFMS Division, O/o CGA may impose penalty | | Clause (a) - No Change. Clause (b) of section 9 of the detailed terms of reference has been amended through the |

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| | | CGA may impose penalty as per the details given in Section 7.2 of this RFP (subject to a maximum of 10% of the contracted value). If the delay is beyond stipulated time, then PFMS Division, O/o CGA may annul the project and shall be free to get it done from other agencies at the risk and costs of the appointed agencies. PFMS Division, O/o CGA may debar and blacklist the agencies for applying in its future contracts also. b) If any of the services performed by the agencies fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as inadequate interactions with PFMS Division, O/o CGA), negligent, non-supportive attitude of the agencies and PFMS Division, O/o CGA decides to abort the contract because of such failure, then a sum up to 50% of the value of the contract may be recovered from the agencies. This shall be without prejudice to other remedies available under law and this agreement with PFMS Division, O/o CGA. | as per the details given in Section 7.2 of this RFP (subject to a maximum of 10% 2.5% of the contracted value). If the delay is beyond stipulated time, then PFMS Division, O/o CGA may annul the project and shall be free to get it done from other agencies at the risk and costs of the appointed agencies. PFMS Division, O/o CGA may debar and blacklist the agencies for applying in its future contracts also. b) If any of the services performed by the agencies fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as inadequate interactions with PFMS Division, O/o CGA), negligent, non-supportive attitude of the agencies and PFMS Division, O/o CGA decides to abort the contract because of such failure, then a sum up to 50% 2.5% of the value of the contract may be recovered from the agencies. This shall be without prejudice to other remedies available under law and this agreement with PFMS Division, O/o CGA. | | corrigendum. Currently, the clause stipulates as <i>If any of the services performed by the agencies fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as inadequate interactions with PFMS Division, O/o CGA), negligent, non-supportive attitude of the agencies and PFMS Division, O/o CGA decides to abort the contract because of such failure, then <u>a sum up to 10% of the value of the contract</u> may be recovered from the agencies. This shall be without prejudice to other remedies available under law and this agreement with PFMS Division, O/o CGA.</i> |
| 87 | 1650526760/Page 34/ 12. TERMINATION OF CONTRACT | PFMS Division, O/o CGA may, terminate this Work Order by giving the Agency a 30 (Thirty) days prior and written notice indicating its intention to terminate the Contract under the following circumstances: | SI request termination rights from either parties. | | Request has been considered and a corrigendum has been issued to incorporate the clauses related to the termination of the contract by the successful bidder. |
| 88 | 1650526760/Page 35/ TERMINATION OF CONTRACT | a) PFMS Division, O/o CGA is of the opinion that there has been such event of default on the part of the Agency which would make it proper and necessary to terminate this Contract and | a) PFMS Division, O/o CGA is of the opinion that there has been such event of default on the part of the Agency which would make it proper and necessary to terminate this Contract and may include failure on the part | | No Change. |

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| | | <p>may include failure on the part of the Agency to respect any of its commitments with regard to any part of its obligations under this Contract.</p> <p>b) The Agency has failed to commence the provision of Services or has without any lawful excuse under these conditions suspended the work for 30 consecutive days.</p> <p>c) The Agency has neglected or failed to observe and perform all or any of the term's acts, matters or things under this Contract to be observed and performed by it.</p> <p>d) The Agency has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of PFMS Division, O/o CGA.</p> | <p>of the Agency to respect any of its commitments with regard to any part of its obligations under this Contract.</p> <p>b) The Agency has failed to commence the provision of Services or has without any lawful excuse under these conditions suspended the work for 30 consecutive days.</p> <p>c) The Agency has grossly neglected or failed to observe and perform all or any of the materially pertinent term's acts, matters or things under this Contract to be observed and performed by it.</p> <p>d) The Agency has knowingly acted in any manner to the detrimental interest, reputation, dignity, name or prestige of PFMS Division, O/o CGA.</p> | | |
| 89 | 1650526760/Page 36 / 12.3 CONSEQUENCES OF TERMINATION/b &f | <p>In the event of termination of this Contract, PFMS Division, O/o CGA shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Agency shall be obliged to comply with.f) When the Contract is terminated by PFMS Division, O/o CGA for all or any of the reasons mentioned above, the Agency shall not have any right to claim compensation on account of such termination</p> | <p>In the event of termination of this Contract, PFMS Division, O/o CGA shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Agency shall be obliged to comply with.f) When the Contract is terminated by PFMS Division, O/o CGA for all or any of the reasons mentioned above, the Agency shall not have any right to claim compensation on account of such termination</p> | | No Change. |
| 90 | 1650526760/Page 36/12.3 CONSEQUENCES OF TERMINATION/C | <p>c) In the event that the termination of this Contract is due to the expiry of the Term of this Contract, a decision not to grant any (further) extension by PFMS Division, O/o CGA, or where the</p> | <p>e) In the event that the termination of this Contract is due to the expiry of the Term of this Contract, a decision not to grant any (further) extension by PFMS Division, O/o CGA, or where the termination is prior to the</p> | | No Change. |

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| | | termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the Agency, the Agency herein shall be obliged to provide all such assistance to the successor, or any other person as may be required by PFMS Division, O/o CGA. | expiry of the stipulated term due to the occurrence of any event of default on the part of the Agency, the Agency herein shall be obliged to provide all such assistance to the successor, or any other person as may be required by PFMS Division, O/o CGA. | | |
| 91 | 1650526760/Page 37/ FORCE MAEJURE | Neither Party shall be liable for any failure or delay in the performance of its obligations under the contract or Work Orders hereunder to the extent such failure or delay or both is caused, directly, without fault by such Party, by reason of such event. PFMS Division, O/o CGA shall however, be responsible to pay the Agency for the services successfully rendered to the satisfaction of PFMS Division, O/o CGA under the work orders/ purchase orders issued pursuant to the contract. | Neither Party shall be liable for any failure or delay in the performance of its obligations under the contract or Work Orders hereunder to the extent such failure or delay or both is caused, directly , without fault by such Party, by reason of such event. PFMS Division, O/o CGA shall however, be responsible to pay the Agency for the services successfully rendered to the satisfaction of PFMS Division, O/o CGA under the work orders/ purchase orders issued pursuant to the contract. | | No Change. |
| 92 | 1650526760/page 37/14. PRICE VARIATION | In the event of lowering of government levies subsequent to the finalization of the contract, the bidder shall automatically pass on the benefits to PFMS Division, O/o CGA, and in the event of increasing of government levies or imposition of any new tax/levy subsequent to the finalization of agreement; PFMS Division, O/o CGA shall consider the case on merit and the pro-rata benefits to the Agency may be considered if full reference with documentary evidence is submitted. | Any increase or decrease in the rates of the applicable taxes, duties or any new levy on account of changes in law shall be to the account of PFMS. | | No Change. |
| 93 | 1650526760/Page 37/INDEMNIFICATION AND LIMITATION OF LIABILITY/ 01 | As per RFP | 1) Subject to point 4 below, the Contractor (the "Indemnifying Party") undertakes to indemnify, hold harmless the Employer (the | Means point 5 is uncapped. Needs to be capped | Please refer clause 5 of the section 15 (Indemnification and Limitation of Liability) of the |

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| | | | "Indemnified Party") from and against all actual, direct, reasonable, solely and proximately attributable claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's gross negligence or wilful default in performance or material non-performance under this Agreement. | | detailed terms of reference attached with the bid document. |
| 94 | 1650526760/Page 37/INDEMNIFICATION AND LIMITATION OF LIABILITY/ 02 | As per RFP | 2) If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party. | Uncapped liability for breach of IP, CI | Please refer clause 5 of the section 15 (Indemnification and Limitation of Liability) of the detailed terms of reference attached with the bid document. |
| 95 | 1650526760/Page 38/INDEMNIFICATION AND LIMITATION OF LIABILITY/04 | As per RFP | 4) The indemnities set out in this contract shall be subject to the following conditions: iii. if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and <u>the cost and expense of the Indemnified Party will be included in Losses;</u> vi. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in | | No Change. |

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| | | | favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; | | |
| 96 | 1650526760/Page 38/INDEMNIFICATION AND LIMITATION OF LIABILITY/05 | As per RFP | 5) The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations arising out of breach of confidentiality, intellectual property rights as detailed in this contract or wilful misconduct by the contractor's personnel. | | No Change. |
| 97 | 1650526760/Page 41/ INTEGRITY PACT | As per RFP | 4 a. The Bidder undertakes that he has not supplied/is not supplying the similar services at a price lower than that offered in the present bid in last 2 Years (from the date of bid submission) in respect of any other of any other project of similar size Ministry/ Department of the Government of India and if it is found at any stage that 4 b. The Bidder shall accord the most favoured customer treatment to the Purchaser in respect of all matters pertaining to the present case | | Query is not clear. |
| 98 | MISCELLANEOUS TERMS AND CONDITIONS FOR SERVICES/Page 2/ 12 | As per RFP | 12. The Service Provider has to submit a monthly invoice in triplicate towards the Services rendered in the previous month to the Buyer. Payment shall be effected by Credit into the bank account of the Service Provider through ECS/RTGS within 10 days from the date of receipt of the invoice with supporting documents, complete in all respect. The | | The clause referred herewith is a standard clause as per the GeM portal. We regret our inability to amend the clause. |

CONSOLIDATED PRE-BID QUERIES for the BID FOR HIRING OF 30 RESOURCES FOR DBT Vertical, PFMS Division

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| | | | Service Provider shall provide correct Bank account number and other details of the Bank to enable the Buyer to credit the payment directly into the account. Buyer shall pay the Service Provider all due amount as per the invoice, that are not the subject bona fide dispute, within 10 days after receipt of a valid invoice that complies in all material respect in terms of this agreement; the payment shall be subject to any reduction such as penalty, statutory deductions etc. | | |
| 99 | MISCELLANEOUS TERMS AND CONDITIONS FOR SERVICES/Page 2/ 14 | As per RFP | 14. The Service Provider shall be contactable at all times during business hours and messages sent by phone /e- mail/ fax / special messenger from Buyer shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the Department in fulfilment of the Contract from time to time. | | The clause referred herewith is a standard clause as per the GeM portal. We regret our inability to amend the clause. |
| 100 | MISCELLANEOUS TERMS AND CONDITIONS FOR SERVICES/Page 2/22 | As per RFP | 22. Progress Report/ Service Status Report: Service Provider shall provide detail report such as bar - chart of activities based on completion period and Service schedule made on the project and get approval prior to starting the Service. The measurement of completed works shall be taken jointly from time to time as mutually agreed. Service Provider shall send his representative for assisting Buyer or Buyer representatives for measurements and shall furnish all particulars required to complete progress of Service. Any defect, faults, deterioration in performance of the material and installations which may appear, during the Defect Liability Period of 12 months (unless otherwise specifically agreed shall be 12 months) from the virtual completion of contract shall be | | The clause referred herewith is a standard clause as per the GeM portal. We regret our inability to amend the clause. |

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| | | | amended/made good by the Service Provider at his own cost within a reasonable time. In case of default, Buyer may employ and pay a third party to make good the defects and deduct the expenses from the dues payable to the Service Provider on certification from Buyer. The Service shall not be considered as completed until it has been certified by the Buyer. The Defects Liability Period shall commence from the date of completion as certified by the user in-charge. | | |
| 101 | GENERAL TERMS AND CONDITIONS FOR FORWARD AUCTION/Page 02 /Suspension of Account | Suspension of Account 14. GeM, at its sole discretion, may suspend account of any party for non-compliance of any terms and conditions of the Forward Auction including non-payment of transaction charges. GeM also reserves the right to debar any bidder/bidders due to any act of omission or commission or fraudulent acts indulged or caused to be indulged by such Bidder/Bidders in the course of bidding process and/or in the execution or performance of any of the contracts which may be awarded to the Bidder/Bidders pursuant to the Forward Auction. Any such order of debarment that may be passed by GeM shall be without prejudice to other right of actions available to the Seller/Auctioneer and/or GeM against the Bidder/Bidders under the terms and conditions of the Forward Auction. | Request removal of the clause | | The clause referred herewith is a standard clause as per the GeM portal. We regret our inability to amend the clause. |
| 102 | NA | Clause to be added - ERV | "It is agreed that the price quoted is arrived at based on the exchange rate of 1 USD = INR ____ ("Base Exchange Rate"). In the event the Base Exchange Rate either increases or decreases by percentage points greater than | | As per the clause (a) of the section 8 of the detailed terms of reference, all the payments shall be made in Indian Rupees (INR). Hence, not applicable. |

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| | | | two per cent [2%], the prices shall be charged as per the then current exchange rate.” | | |
| 103 | NA | Clause to be added - ARC/RRC | Wipro will support 5% increase/decrease in the baselined assets within the same fixed price. Increase of more than 5% from the baselined assets will be supported and charged as per the ARC rates while decrease of less than 5% will be reduced as per the RRC rates. In case the Assets increases by more than 50% or the asset reduces by more than 30% then the PARTIES has the right to renegotiate the fixed prices. | | Not agreed. |
| 104 | NA | Clause to be added - SRN | Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Wipro shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the customer | | Not Agreed. |
| 105 | NA | Clause to be added - Pass Through Warranty | Since Wipro is acting as a reseller of completed products, Wipro shall “pass-through” any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer’s or licensor’s warranties and indemnities. Further, it is clarified that Wipro | | Not agreed |

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| | | | shall not provide any additional warranties and indemnities with respect such products. | | |
| 106 | NA | Clause to be added - Risk and Title | The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer | | Not Agreed. |
| 107 | NA | Clause to be added - Non Hire Clause | Customer acknowledges that personnel to be provided by Wipro represent a significant investment in recruitment and training, the loss of which would be detrimental to Wipro's business. In consideration of the foregoing, Customer agrees that for the term of this Agreement and for a period of one year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any Wipro employee, or induce any such individual to leave the employ of Wipro. For purposes of this clause, a Wipro employee means any employee or person who has who has been involved in providing services under this Agreement. | | Not Agreed. |
| 108 | NA | Clause to be added - Saving Clause | Wipro's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Wipro performance is affected, delayed or causes non-performance due to Customer's omissions or actions whatsoever. | | Not Agreed. |
| 109 | NA | Clause to be added - Deemed Acceptance | Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Wipro within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Wipro shall | | Not Agreed. |

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| | | | have 15 days time to correct in case of any rejection by Customer. | | |
| 110 | NA | Clause to be added - Change Order | Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work/Purchase Order. Wipro will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Wipro shall not be bound to perform any additional services. | | Not Agreed. |
| 111 | NA | Clause to be added - Reference documents | Notwithstanding anything contained elsewhere, the Request for Proposal and/or contract signed between the Customer and the successful bidder ("Contract") shall specify the document to be issued by the Customer for procuring the deliverables ("Procuring Document"). Such Procuring Document shall – (a) Be solely governed by the terms and conditions of the Contract(b) Make an express reference to the ContractIt is also clarified that no pre-printed terms and conditions mentioned in the Procuring Document shall apply to the successful bidder. | | Not agreed. Further, it is clarified that The contract is generated in the GeM portal to the selected bidder. The contract inter-alia consists all the terms and conditions as stipulated in the GeM bid document, detailed terms of reference attached with the bid document at Scope of work and the profile of consultants. Further, the corrigendum issued as a part of the bidding process will also be the part of the contract. It is relevant to refer clause (xxiv) of the section 4 of the detailed terms of reference wherein it is clarified that the other terms and conditions of the Service Level Agreement of the relevant category [Hiring of Consultants in the instant case] which are not explicitly stipulated |

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| | | | | | in this document will remain valid as part of the contract. |
| 112 | GENERAL TERMS AND CONDITIONS FOR FORWARD AUCTION//Page 2/Suspension of Account | GeM, at its sole discretion, may suspend account of any party for non-compliance of any terms and conditions of the Forward Auction including non-payment of transaction charges. GeM also reserves the right to debar any bidder/bidders due to any act of omission or commission or fraudulent acts indulged or caused to be indulged by such Bidder/Bidders in the course of bidding process and/or in the execution or performance of any of the contracts which may be awarded to the Bidder/Bidders pursuant to the Forward Auction. Any such order of debarment that may be passed by GeM shall be without prejudice to other right of actions available to the Seller/Auctioneer and/or GeM against the Bidder/Bidders under the terms and conditions of the Forward Auction | GeM, at its sole discretion, may suspend account of any party for non-compliance of any terms and conditions of the Forward Auction including non-payment of transaction charges. GeM also reserves the right to debar any bidder/bidders due to any act of omission or commission or fraudulent acts indulged or caused to be indulged by such Bidder/Bidders in the course of bidding process and/or in the execution or performance of any of the contracts which may be awarded to the Bidder/Bidders pursuant to the Forward Auction. Any such order of debarment that may be passed by GeM shall be without prejudice to other right of actions available to the Seller/Auctioneer and/or GeM against the Bidder/Bidders under the terms and conditions of the Forward Auction | | The clause referred herewith is a standard clause as per the GeM portal. We regret our inability to amend the clause. |
| 113 | GENERAL TERMS AND CONDITIONS FOR FORWARD AUCTION/Page 4,5/Suspension of Account | The liability on account of imposition or levy of any new or existing taxes / duties/ levies/ charges and/ or increase in rate of taxes / duties/ levies/ charges as levied by Local/ State/ Central Govt. concerning all in relation to the material / goods / immovable assets covered under the sale is entirely on Buyer and the Seller/Auctioneer shall not bear any liability or responsibility in this regard. | The liability on account of imposition or levy of any new or existing taxes / duties/ levies/ charges and/ or increase in rate of taxes / duties/ levies/ charges as levied by Local/ State/ Central Govt. concerning all in relation to the material / goods / immovable assets covered under the sale is entirely on Buyer and the Seller/Auctioneer shall not bear any liability or responsibility in this regard. | No | The clause referred herewith is a standard clause as per the GeM portal. We regret our inability to amend the clause. |
| 114 | GENERAL TERMS AND CONDITIONS FOR FORWARD AUCTION/Page 9/TERMINATION OF THE CONTRACT BY THE SELLER/AUCTIONEER | In the event of Buyers' failure to fulfil any of the obligations including (but not limited to) non-lifting of the contracted goods/ materials under the agreement, non-payment of Transaction Charges to | In the event of Buyers' failure to fulfil any of the obligations including (but not limited to) non-lifting of the contracted goods/ materials under the agreement, non-payment of Transaction Charges to GeM etc., the | Obligations to be Capped | The clause referred herewith is a standard clause as per the GeM portal. We regret our inability to amend the clause. |

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| | | GeM etc., the Seller/Auctioneer's decision in regard to the Buyer's failure being final and binding on the Buyer, the Seller/Auctioneer shall have the full liberty to do any or all of the following:(b) Without prejudice to other remedies, retain and / or adjust / recover from the Bidder any amount lying with the Seller/Auctioneer to the Buyer's credit either under this contract or any other contract or which may at any time become payable/refundable to the Bidder either under this contract or any other contract, the amount of losses or damages or claim that might be incurred by the Seller/Auctioneer in selling the materials under the contract not taken delivery of at Buyers' risk and costs | Seller/Auctioneer's decision in regard to the Buyer's failure being final and binding on the Buyer, the Seller/Auctioneer shall have the full liberty to do any or all of the following:(b) Without prejudice to other remedies, retain and / or adjust / recover from the Bidder any amount lying with the Seller/Auctioneer to the Buyer's credit either under this contract or any other contract or which may at any time become payable/refundable to the Bidder either under this contract or any other contract , the amount of losses or damages or claim that might be incurred by the Seller/Auctioneer in selling the materials under the contract not taken delivery of at Buyers' risk and costs | | |
| 115 | General Terms and Conditions (GeM portal)/g | By registering on GeM portal , Seller / Service Provider hereby agrees to be boundby these General Terms and Conditions for Sale / Purchase of Goods and / or Services (GTC); Product / Service Specific Special Terms and Conditions (STC) and Service Level Agreements (SLAs) for various Services; and Additional (Bid Specific) Terms and Conditions (ATC) as applicable.For the purpose of this document and transactions on GeM, Seller as well as Service Provider will be referred to as "Seller" | - | | No specific query/observation /suggestion is mentioned by the prospective bidder. |
| 116 | General Terms and Conditions (GeM portal)/3.A.vii/Role, Responsibilities and Obligations of Seller/ Buyer: | The seller would represent its business on the GeM portal and is mandated to comply with all the terms and conditions of the platform. Sellers would be solely and absolutely responsible for the | The seller would represent its business on the GeM portal and is mandated to comply with all the mutually agreed terms and conditions of the platform. Sellers would be solely and absolutely responsible for the information | | The clause referred herewith is a standard clause as per the GeM portal. We regret our inability to amend the clause. |

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| | | information provided about their organization, business, products and services on the portal and would be required to produce proof of such information, if requested at any point in time by the Buyer and / or GeM. | provided about their organization, business, products and services on the portal and would be required to produce proof of such information, if requested at any point in time by the Buyer and / or GeM. | | |
| 117 | General Terms and Conditions (GeM portal)/3.A.x/Role, Responsibilities and Obligations of Seller/ Buyer: | The Seller shall be solely responsible for the Goods / Services including, without limitation, the applicable guarantee / warranty, shelf-life, quantity, quality and the title and for giving the correct and accurate details of the offer their Goods and / or /Services indicating product specifications, quantity which can be supplied over the specified time period, etc. as per catalogue or catalogue based template prescribed in GeM. Seller would ensure that the Goods or /Services offered are latest, new and complete in all respects. Where Seller is selling any Goods which needs spare parts, Seller should ensure and make available such spare parts for a minimum period of three years from the date of expiry of warrantee period (unless otherwise specified). The individual Sellers shall ensure that the products offered in e-Bidding and/or ordered shall remain available on GeM during the bid / contract validity period. | The Seller shall be solely responsible for the Goods / Services including, without limitation, the applicable guarantee / warranty, shelf-life, quantity, quality and the title and for giving the correct and accurate details of the offer their Goods and / or /Services indicating product specifications, quantity which can be supplied over the specified time period, etc. as per catalogue or catalogue based template prescribed in GeM. Seller would ensure that the Goods or /Services offered are latest, new and complete in all respects. Where Seller is selling any Goods which needs spare parts, Seller should ensure and make available such spare parts for a minimum period of three years from the date of expiry of warrantee period (unless otherwise specified). The individual Sellers shall ensure that the products offered in e-Bidding and/or ordered shall remain available on GeM during the bid / contract validity period. | | The clause referred herewith is a standard clause as per the GeM portal. We regret our inability to amend the clause. |
| 118 | General Terms and Conditions (GeM portal)/3.A.xi/Role, Responsibilities and Obligations of Seller/ Buyer: | Sellers shall offer minimum discount of 10% on the Maximum Retail Price (MRP) mandatorily (unless otherwise specified for offering their products on GeM). Sellers are free to offer higher discounts. The Seller must offer its best possible lowest price on GeM and undertake that | Sellers shall offer minimum discount of 10% on the Maximum Retail Price (MRP) mandatorily (unless otherwise specified for offering their products on GeM). Sellers are free to offer higher discounts. The Seller must offer its best possible lowest price on GeM and undertake that it would not sell or | | The clause referred herewith is a standard clause as per the GeM portal. We regret our inability to amend the clause. As such, the referred clause is applicable to the products listed by the Seller in GeM portal. The same has no reference |

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| | | it would not sell or offer to sell the same product outside GeM in comparable quantity on similar terms and conditions at a price equal to or lower than Offer Price on GeM. In case any such infringement by Seller is noticed, the Seller shall be liable to be removed / debarred from the GeM. | offer to sell the same product outside GeM in comparable quantity on similar terms and conditions at a price equal to or lower than Offer Price on GeM. In case any such infringement by Seller is noticed, the Seller shall be liable to be removed / debarred from the GeM. | | in the instant bid. |
| 119 | General Terms and Conditions (GeM portal)/3.A.xii/Role, Responsibilities and Obligations of Seller/ Buyer: | By offering their product on GeM, the Seller agrees for sharing price details of the offered Goods / Service by GeM authorities with other Government agencies including Department of Excise & Customs, Income tax, GST etc. | By offering their product on GeM, the Seller agrees for sharing price details of the offered Goods / Service by GeM authorities with other Government agencies including Department of Excise & Customs, Income tax, GST etc. Price details to restrict to the extent of apparent information. Seller shall not disclose any internal costing to the above mentioned departments. (Need clarity from portal on price details) | | The clause referred herewith is a standard clause as per the GeM portal. We regret our inability to amend the clause. As such, the referred clause is applicable to the products listed by the Seller in GeM portal. The same has no reference in the instant bid. |
| 120 | General Terms and Conditions (GeM portal)/4.vii/Enabling provisions of Rule 149 of General Financial Rules-2017 | In case of Direct Purchase, during carting period, rates for carted quantity, for that buyer, are frozen for carting period as notified from time to time on GeM against any upward revision by seller. However, advantage of any downward revision in the offer price of carted item shall be automatically provided to the buyer. | In case of Direct Purchase, during carting period, rates for carted quantity, for that buyer, are frozen for carting period as notified from time to time on GeM against any upward revision by seller. However, advantage of any downward revision in the offer price of carted item shall be automatically provided to the buyer. In case of third party products or services, this clause shall not be applicable. | | The clause referred herewith is a standard clause as per the GeM portal. We regret our inability to amend the clause. As such, the referred clause is applicable to the products listed by the Seller in GeM portal. The same has no reference in the instant bid. |
| 121 | General Terms and Conditions (GeM portal)/xiii.g/e-Bidding and Reverse Auction (RA) on GeM | The participation by the Seller in e-bidding shall be construed as his / her acceptance for all the Terms and Conditions as outlined in the e-bidding including GTC, STC and ATC. | Please clarify on the final and binding T&C's which will be applicable. | | It is clarified that The contract is generated in the GeM portal to the selected bidder. The contract inter-alia consists all the terms and conditions as stipulated in the GeM bid document, detailed terms of reference attached with the bid document at Scope of work and the profile of consultants. Further, the |

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| | | | | | corrigendum issued as a part of the bidding process will also be the part of the contract. It is relevant to refer clause (xxiv) of the section 4 of the detailed terms of reference wherein it is clarified that the other terms and conditions of the Service Level Agreement of the relevant category [Hiring of Consultants in the instant case] which are not explicitly stipulated in this document will remain valid as part of the contract. |
| 122 | General Terms and Conditions (GeM portal)/xiii.p/e-Bidding and Reverse Auction (RA) on GeM | (p) Notwithstanding above, GeM SPV / GeM Admin also reserve the right to debar such seller from GeM portal. Such debarment shall be for minimum 3 months initially on first such offence and on repeat offence, the debarment period can be increased suitably by GeM SPV / GeM Admin. By submitting a bid on GeM, the Bidder explicitly undertakes to abide by the above clause. | (p) Notwithstanding above, GeM SPV / GeM Admin also reserve the right to debar such seller from GeM portal. Such debarment shall be for minimum 3 months initially on first such offence and on repeat offence, the debarment period can be increased suitably by GeM SPV / GeM Admin. By submitting a bid on GeM, the Bidder explicitly undertakes to abide by the above clause. | | The clause referred herewith is a standard clause as per the GeM portal. We regret our inability to amend the clause. |
| 123 | General Terms and Conditions (GeM portal)/6/ Prices: | i. Offer price on GeM portal: The prices of the offered Goods or Services shall be firm and fixed at any point of time and shall be indicated in INR for each accounting unit. The Seller can choose to offer Goods or Services with uniform all inclusive unit price for deliveries at locations across India on All India basis or for specified locations selected at the time of product listing. As such, for supply of Goods contract, no additional charges such as local levies / transportation / loading unloading | i. Offer price on GeM portal: The prices of the offered Goods or Services shall be firm and fixed at any point of time and shall be indicated in INR for each accounting unit. The Seller can choose to offer Goods or Services with uniform all inclusive unit price for deliveries at locations across India on All India basis or for specified locations selected at the time of product listing. As such, for supply of Goods contract, no additional charges such as local levies / transportation / loading unloading charges etc., shall be payable over and above the contract price. For selected | | The clause referred herewith is a standard clause as per the GeM portal. We regret our inability to amend the clause. |

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| | | charges etc., shall be payable over and above the contract price. For selected freight intensive products, as notified on GeM, the Seller may quote unit price inclusive of GST with delivery charge(s) (including transportation, loading unloading and local levies) payable extra as defined in the relevant categories. In respect of items requiring installation and / or commissioning and other services (as indicated in technical details of the item), the charges for the same shall also be included in the offered price on GeM. | freight intensive products, as notified on GeM, the Seller may quote unit price inclusive exclusive of GST with delivery charge(s) (including transportation, loading unloading and local levies) payable extra as defined in the relevant categories. In respect of items requiring installation and / or commissioning and other services (as indicated in technical details of the item), the charges for the same shall also be included in the offered price on GeM. Any increase or decrease in the rates of the applicable taxes, duties or any new levy on account of changes in law shall be to the account of PFMS. | | |
| 124 | General Terms and Conditions (GeM portal)/6/ Prices: | Once a Buyer carts a particular quantity of offered Goods / Service, during carting period as notified from time to time on GeM, rates for carted quantity, for that buyer, are frozen for the period as specified on the portal against any upward revision by seller. However, advantage of any downward revision in the offer price of carted item shall be automatically provided to the buyer. | Once a Buyer carts a particular quantity of offered Goods / Service, during carting period as notified from time to time on GeM, rates for carted quantity, for that buyer, are frozen for the period as specified on the portal against any upward revision by seller. However, advantage of any downward revision in the offer price of carted item shall be automatically provided to the buyer. In case of third party products or services, this clause cannot be applicable | | The clause referred herewith is a standard clause as per the GeM portal. We regret our inability to amend the clause. |
| 125 | General Terms and Conditions (GeM portal)/7/ Performance Security and Performance: | If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller. | If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller. | | The clause referred herewith is a standard clause as per the GeM portal. We regret our inability to amend the clause. |
| 126 | General Terms and Conditions (GeM portal)/8/ Duties & Taxes: | i. Offer Prices on GeM shall be on all inclusive basis i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. In the case of Bid / RA, complete break-up of the quoted price in the required price bid | i. Offer Prices on GeM shall be on all inclusive basis i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc, except GST . In the case of Bid / RA, complete break-up of the quoted price in the required price bid format shall furnished by | | The clause referred herewith is a standard clause as per the GeM portal. We regret our inability to amend the clause. |

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|--------|--|--|--|---------------|---|
| | | format shall furnished by the Bidder, before award of contract. | the Bidder, before award of contract. Any increase or decrease in the rates of the applicable taxes, duties or any new levy on account of changes in law shall be to the account PFMS | | |
| 127 | General Terms and Conditions (GeM portal)/10/ Guarantee And Warrantee: | ii. Notwithstanding the fact that the Buyer or its Quality Assurance Officer may have inspected and/or approved / accepted the said Goods, it is further guaranteed that if during the said guarantee / warrantee period, the Goods be discovered not to conform to the requisite description and quality and/or not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify and/or replace the Goods or such portion thereof as is found to be defective by the Buyer within 7 days. Otherwise, the Seller shall pay to the Buyer such compensations that may arise by reasons of the warranty therein contained. In cases requiring Spares, the Seller guarantees that they will supply Spare Parts, if and when required on agreed basis for an agreed price for a minimum period of three years from the date of expiry of warrantee period (unless otherwise specified in STC / ATC). The agreed basis could be, including but without any limitation, an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost. The aforesaid provisions made specifically for Goods, shall also be applicable for Services to the extent the | ii. Notwithstanding the fact that the Buyer or its Quality Assurance Officer may have inspected and/or approved / accepted the said Goods, it is further guaranteed that if during the said guarantee / warrantee period, the Goods be discovered not to conform to the requisite description and quality and/or not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify and/or replace the Goods or such portion thereof as is found to be defective by the Buyer within 7 15 days. Otherwise, the Seller shall pay to the Buyer such compensations that may arise by reasons of the warranty therein contained. In cases requiring Spares, the Seller guarantees that they will supply Spare Parts, if and when required on agreed basis for an agreed price for a minimum period of three years from the date of expiry of warrantee period (unless otherwise specified in STC / ATC). The agreed basis could be, including but without any limitation, an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost. The aforesaid provisions made specifically for Goods, shall also be applicable for Services to the extent the same are practically possible. | | The clause referred herewith is a standard clause as per the GeM portal. We regret our inability to amend the clause. |

CONSOLIDATED PRE-BID QUERIES for the BID FOR HIRING OF 30 RESOURCES FOR DBT Vertical, PFMS Division

| S. No. | Bid document reference(s) (Bid document section & page number) | Content of bid document requiring clarification(s) | Query/Observation/ Suggestion | Justification | Reply |
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| | | same are practically possible. | | | |
| 128 | General Terms and Conditions (GeM portal)/15.iii/Extension of Delivery Period and Liquidated Damages: | Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. | Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% 0.25% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% 5% of the contract value without any controversy/dispute of any sort whatsoever. Notwithstanding anything else to the contrary , the overall penalties including liquidated damages shall be capped to 5% of the overall contract value and the capping for each month shall be 5% of the monthly invoice. | | The clause referred herewith is a standard clause as per the GeM portal. We regret our inability to amend the clause. Further, the clauses of Liquidated Damages as stipulated in the detailed terms of reference will be applicable for the instant contract. |
| 129 | General Terms and Conditions (GeM portal)/15/Extension of Delivery Period and Liquidated Damages: | iv. Force Majeure Conditions : If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or | iv. Force Majeure Conditions : If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as | | The clause referred herewith is a standard clause as per the GeM portal. We regret our inability to amend the clause. |

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| | | the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 10 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain. | practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 10 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain. | | |
| 130 | General Terms and Conditions (GeM portal)/16/ Dispute Resolution Between Buyer and Seller: | Arbitration: In the event of any question, dispute or difference arising under the terms and conditions of the contract placed through GeM, the same shall be referred to the sole arbitration by an officer nominated as Arbitrator by the Primary Buyer of the concerned Buyer Organization. It will be no objection that the arbitrator is a Government Servant and that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government servant he has expressed views on all or | Arbitration: In the event of any question, dispute or difference arising under the terms and conditions of the contract placed through GeM, the same shall be referred to the sole arbitrator mutually appointed both the Parties , arbitration by an officer nominated as Arbitrator by the Primary Buyer of the concerned Buyer Organization. It will be no objection that the arbitrator is a Government Servant and that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government servant he has expressed views on all or any | | The clause referred herewith is a standard clause as per the GeM portal. We regret our inability to amend the clause. |

CONSOLIDATED PRE-BID QUERIES for the BID FOR HIRING OF 30 RESOURCES FOR DBT Vertical, PFMS Division

| S. No. | Bid document reference(s) (Bid document section & page number) | Content of bid document requiring clarification(s) | Query/Observation/ Suggestion | Justification | Reply |
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| | | <p>any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract.</p> <p>The arbitration shall be governed as per Indian Arbitration and Conciliation Act 1996 as amended up to date. The place for arbitration shall be at the place from where contract has been placed by the Buyer or at the place of Primary Buyer as decided by the Primary Buyer.</p> | <p>of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract.</p> <p>The arbitration shall be governed as per Indian Arbitration and Conciliation Act 1996 as amended up to date. The place for arbitration shall be at the place from where contract has been placed by the Buyer or at the place of Primary Buyer as decided by the Primary Buyer.</p> | | |
| 131 | General Terms and Conditions (GeM portal)/18/Limitation of Liability: | Notwithstanding anything contained in this agreement, no party will be liable for any special, incidental or consequential damages arising out of or in connection with this agreement or any breach hereof (including for loss of data or profits, or cost of cover), whether or not such party has been advised of the possibility of such damages, and whether under a theory of contract, tort (including negligence) or otherwise; except for liabilities arising out of any violation, misappropriation or infringement of a party's intellectual property rights, or from a breach by either party of its obligation. In no event will either party's aggregate liability arising out of or in connection with this agreement or any breach hereof (whether under a theory of contract, tort (including negligence), warranty or otherwise) exceed the Contract Price entered into the Contract between Buyer and Seller. | Notwithstanding anything contained in this agreement, no party will be liable for any indirect , special, incidental or consequential damages arising out of or in connection with this agreement or any breach hereof (including for loss of data or profits, or cost of cover), whether or not such party has been advised of the possibility of such damages, and whether under a theory of contract, tort (including negligence) or otherwise; except for liabilities arising out of any violation, misappropriation or infringement of a party's intellectual property rights, or from a breach by either party of its obligation. In no event will either party's aggregate liability arising out of or in connection with this agreement or any breach hereof (whether under a theory of contract, tort (including negligence), warranty or otherwise) exceed the Contract Price entered into the Contract between Buyer and Seller. fees (excluding reimbursements) received by it under this contract during the six months preceding the date of first claim. | | The clause referred herewith is a standard clause as per the GeM portal. We regret our inability to amend the clause. |

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|--------|---|--|--|---------------|---|
| 132 | General Terms and Conditions (GeM portal)/19/Termination for Default: | If the Seller does not perform its obligations within the Delivery Period/Date mentioned in the Contract, the same would constitute the breach of the Contract and the Buyer shall have the right to Cancel or withdraw the Contract for the unsupplied portion after the expiry of the original or re-fixed delivery date or period stipulated in the Contract. Such cancellation of contract on account of non - performance by the Seller would entitle the Buyer to forfeit the performance security besides other actions such as downgrading the Seller's rating or debarment from the GeM for specified period as decided by GeM on merits. | If the Seller does not perform its obligations within the Delivery Period/Date mentioned in the Contract, the same would constitute the breach of the Contract and the Buyer shall have the right to Cancel or withdraw the Contract for the unsupplied portion after the expiry of the original or re-fixed delivery date or period stipulated in the Contract, after providing a notice of 90 days to cure the default. Such cancellation of contract on account of non - performance by the Seller would entitle the Buyer to forfeit the performance security besides other actions such as downgrading the Seller's rating or debarment from the GeM for specified period as decided by GeM on merits. In case of termination, the seller/bidder shall be paid for the goods delivered and services rendered till the date of termination | | The clause referred herewith is a standard clause as per the GeM portal. We regret our inability to amend the clause. |
| 133 | General Terms and Conditions (GeM portal)/20/Closure of Transaction: | After satisfactory completion of all the obligations under the Contract and release of payments for the goods / services, the transaction shall be treated as closed. | After satisfactory completion of all the obligations under the Contract and release of payments for the goods / services, the transaction shall be treated as closed. | | The clause referred herewith is a standard clause as per the GeM portal. We regret our inability to amend the clause. |
| 134 | General Terms and Conditions (GeM portal)/21/Grounds for Administrative Action: | (ii) The Seller would be liable for administrative actions such as suspension / debarment / removal from GeM, if they fail to abide by any of the Website Policies including the terms & conditions stipulated in this document and/or on anyone or more of the following grounds: | (ii) The Seller would be liable for administrative actions such as suspension / debarment / removal from GeM, if they fail to abide by any of the Website Policies including the terms & conditions stipulated in this document and/or on anyone or more of the following grounds: Buyer shall give 90 days' notice to the Bidder for cure period. In the event of termination, Buyer to provide 30 days' notice period and shall pay service provider for goods delivered and services rendered till the date of termination. | | The clause referred herewith is a standard clause as per the GeM portal. We regret our inability to amend the clause. |

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| S. No. | Bid document reference(s) (Bid document section & page number) | Content of bid document requiring clarification(s) | Query/Observation/ Suggestion | Justification | Reply |
|--------|--|--|---|---|--|
| 135 | General Terms and Conditions (GeM portal)/Clause 27: /Caution Money Deposit: | Seller rejects or does not accept any Direct Purchase / L-1 Purchase order within defined timelines leading to order auto cancellation.b) Failure of the seller in executing any GeM contract or if the Seller fails or neglects to observe or perform any of his obligations under the contract (applicable only in respect of contracts that did not have provision of Performance Security / PBG).c) Withdraws any bid submitted on GeM within the period of validity of the bid.d) Fails to furnish requisite performance security / PBG as per GeM e-bid / RA conditions. | Seller rejects or does not accept any Direct Purchase / L-1 Purchase order within defined timelines leading to order auto cancellation.b) Failure of the seller in executing any GeM contract or if the Seller fails or neglects to observe or perform any of his obligations under the contract (applicable only in respect of contracts that did not have provision of Performance Security / PBG). c) Withdraws any bid submitted on GeM within the period of validity of the bid.d) Fails to furnish requisite performance security / PBG as per GeM e-bid / RA conditions. | | The clause referred herewith is a standard clause as per the GeM portal. We regret our inability to amend the clause. |
| 136 | 1650526760 /Page 7 /Note: | (v). In respect of Key Personnel CVs that are submitted as part of response to this bid, the agency should deploy from the submitted CVs only, subject to the fulfilment of minimum eligibility criteria as per the bid and satisfaction of PFMS. | Assuming that in case of resources other than key personnel, bidder may share indicative CVs of resources and commit to deploy resources with same skill set and experience when the project starts. Please clarify. If not, request you to consider the same. | It is difficult to commit the availability of exact resource without the knowledge of actual start date of the project. Thus, consider accepting the sample CV at proposal stage. | No Change. |
| 137 | 1650526760 /Page 7/ 3.1 RESOURCE REQUIREMENT | As per RFP | Request to allow staggered deployment of resources e.g. -Key resources on Day 1 of engagement, -Resource Lot 2 (10 Team Members) on Day 30 of engagement, -Resource Lot 3 (Remaining Team) on Day 45 of engagement | | No Change. |
| 138 | 1650526760 /Page 7/ 3.1 RESOURCE REQUIREMENT/VII | The decision of PFMS Division, O/o CGA will be final and binding in the matter of replacement of resources, irrespective of the fact that a resource may be replaced by a person with higher qualification and / or experience. | Suggest CGA to lay down all the conditions / scenarios where penalty can be levied on the bidder in case of a replacement in place of leaving it open ended (at the discretion of PFMS). | | In all the cases where Force Majeure conditions are applicable, the penalty shall not be deducted. In all the cases where the reason is beyond the control of organization and subject to the extant laws/rules of Government of India, (to be judged on each |

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| | | | | | case by the competent authority in PFMS Division, O/o CGA) the penalty shall not be deducted. However, in case of resignation, the clause (a) of section 7.2.3 of the detailed terms of reference is clear that the penalty will be applicable as per the section 7 of the detailed terms of reference. |
| 139 | 1650526760 / Page 01 / .1. INTRODUCTION | The Public Financial Management System (PFMS) is a web-based online software application developed and implemented by the Controller General of Accounts (CGA), | Please help us understand the Technical stack used in PFMS e.g.; Coding language; Database Middleware; Reporting and Other tools: | | Coding language: Asp.net framework 4.8 Database: Sql server, 2017, 19 Middleware: Biztalk server, 2016, 20 Reporting and Other tools: SSIS, SSRS |
| 140 | 1650526760 / Page 07/ Note, VII | Every replacement of resources by the agency would attract penalty as prescribed in the section 7 of this bid document and the concerned replacement of resources shall be done within 7 working days. | Please allow 60-90 days to on-board the Key Resources and any change should also be allowed with 60-90 days | | The clause has been amended through a corrigendum. Please refer the amended clauses where it stipulates that the replacement of resources shall be done within 14 working days. |
| 141 | 1650526760/ Page 8/3 Team Members [Developers] | Team Member (Developers) - Skill Set: Certifications: Certification in Dot Net/ Query Programming OR Software Quality Professional OR Certificate in Java Script, HTML and CSS OR Certificate in IT Service Management ISO::20001 | Please confirm if it is mandatory for a developer to have any 1 of these certifications or it is a desired skill set. If it is deemed mandatory, please consider giving a window of 6 months for the developers to complete the given certifications. | | Experienced and qualified resources who may have not undergone any formal certifications may be ruled due to given criteria as undergoing formal certification is not common for given skill set. |
| 142 | 1650526760 / Page 11/ 3.2 LOCATION OF DEPLOYMENT,e | (e) Apart from holiday schedule, the deployed resources can avail maximum 12 leaves per year on pro-rata basis. | We request leaves to given as mutually agreed during sign of the contract for all resources for the duration of the project. Request change from 24 to 12 days. | | No Change. |
| 143 | 1650526760 / Page 11/ 3.2 | (f) Leave cannot be claimed as an | Request to please remove this clause. | | No Change. |

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| | LOCATION OF DEPLOYMENT,f | employee's right. Except in case of emergencies, all leave will be granted subject to organization's requirements | Resources should be allowed to take leave with prior information | | |
| 144 | 1650526760/ Page 27/ 7.1 THE DELIVERABLES FOR THIS RFP/ASSIGNMENT WILL BE AS FOLLOWS:, Page 30 | To ensure the protocol development in time bound manner. | Please help us what is meant by Protocol Development | | Ack/Nack protocol to be developed within given time frame in respect of 5 major schemes. |
| 145 | 1650526760/Page 36 / 12.3 CONSEQUENCES OF TERMINATION / a) | a) PFMS Division, O/o CGA shall have the right to carry out the unexecuted portion of work either by itself or through selecting other agencies | a) PFMS Division, O/o CGA shall have the right to carry out the unexecuted portion of work either by itself or through selecting other agencies | | No Change. |
| 146 | 1650526760/Page 18/The Pre-qualification criteria N / 06 | Copy of work order along with the satisfactory completion certificates from the client | All projects are under NDA & Confidentiality - In Lieu of Completion Certificate , Letter of Award , Agreement Copy - Company Secretary letter to be allowed | | No Change. |
| 147 | 1650526760/Page 21/ The technical-qualification criteriaN | Copy of work order along with the satisfactory completion certificates from the client | All projects are under NDA & Confidentiality - In Lieu of Completion Certificate , Letter of Award , Agreement Copy - Company Secretary letter to be allowed | | No Change. |
| 148 | 1650526760 /Page 7 /Note: | (v). In respect of Key Personnel CVs that are submitted as part of response to this bid, the agency should deploy from the submitted CVs only, subject to the fulfilment of minimum eligibility criteria as per the bid and satisfaction of PFMS. | Please allow sample / Indicative profiles. Upon award will provide better or similar profiles matching experience and qualification | | No Change. |
| 149 | 1650526760 / Page 43 .APPENDIX - B: FORMAT OF CV of KEY PERSONNEL, | Format for CV of Key Personnel proposed to be deployed | Please allow - sample or tentative profiles. We will provide better / similar profiles with experience and qualification at the time of deployment of the project. | | No Change. |
| 150 | 1650526760 / Page 11/ 3.2 LOCATION OF DEPLOYMENT,e | (e) Apart from holiday schedule, the deployed resources can avail maximum 12 leaves per year on pro-rata basis. | As per Company Guidelines, resource can avail 25 leaves including - Sick Leaves. A Roster would be circulated with mutually agreed timelines to meet the expectation. | | No Change. |
| 151 | 1650526760/ Page 13/4. TERMS AND | The successful bidder shall be required to | Wipro get Background verifications for all | | No Change. |

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| | CONDITIONS /XXI | get the police verification done in respect of the deployed resources and may be provided a copy of verification to PFMS Division | employees. But this does not cover Police Verification , please remove this | | |
| 152 | 1650526760/Page 16/ 5.8 PERIOD OF CONTRACT | PFMS Division, O/o CGA shall be free to relieve/reduce the resources deployed against the contract at any time during the period of agreement, without assigning any reason and the decision of PFMS Division, O/o CGA will be binding and final on the successful bidder | However, it should be restricted to +/-10% maximum of the quantity quoted as per RFP.SI agrees to provide the increased quantity at the same terms and conditions and additional prices shall be charged over the contracted quantity. | | No Change. |
| 153 | GeM-Bidding-3339730.pdf/Page no 2 | The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer | As our projects are under non-disclosure agreement and confidentiality with our clients therefore request you to modify the documentary evidence requirement for, as under - 'Copy of - Copies of relevant contracts / orders. OR - Letter from Company Secretary of the bidder providing the details of the project ' | In all the major Central Government bids, usually letter from Company Secretary is asked as providing contracts, Work Orders is not possible as the contracts are under NDA, kindly consider as this will allow participation | No Change. |
| 154 | 1650526760/Page 19 /The Pre-qualification criteriaN / 9 | The bidder must have on its pay rolls consulting staff of 100 qualified personnel with designations MBA/B.E./ B.Tech/MCA/M.Tech/ M.Sc (CS/IT) in the area of consulting services for Management and IT services. | The bidder must have on its pay rolls consulting staff of 100 qualified personnel with designations MBA/B.E./B.Tech/MCA/M.Tech/ M.Sc (CS/IT) in the area of consulting services for Management and IT services. | | No Change. |
| 155 | 1650526760/Page 19 /The Pre-qualification criteriaN / 9 | Certificate from the Company Secretary/ Statutory Auditor/ Chartered Accountant (In the format as provided at Appendix - | Certificate from the Company Secretary/ Statutory Auditor/ Chartered Accountant / HR Head | | No Change. |

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| | | A of this bid document) | (In the format as provided at Appendix - A of this bid document) | | |
| 156 | 1650526760/Page 20 /Technical Evaluation Model/ Note 02 | Note 2: If the highest degree of the resource was obtained from a college listed in top 30 rankings of NIRF (as per the latest report), the CV will be allotted 20% of the marks. If the highest degree of the resource was obtained from a college listed in between 30-60 rankings of NIRF (as per the latest report), the CV will be allotted 10% of the marks. | Note 2: If the highest degree of the resource was obtained from a college listed in top 30 rankings of NIRF (as per the latest report), the CV will be allotted 20% of the marks. If the highest degree of the resource was obtained from a college listed in between 30-60 rankings of NIRF (as per the latest report), the CV will be allotted 10% of the marks. | | No Change. |
| 157 | 1650526760/Page 22/Technical Evaluation Model | The bidder must have on its rolls consulting staff of at least 100 technically qualified personnel (B.E./B.Tech/MCA/ M.Tech or equivalent with MBA) in the area of consulting services for Management and IT services. | The bidder must have on its pay rolls consulting staff of 100 qualified personnel with designations MBA/B.E./B.Tech/MCA/M.Tech/ M.Sc (CS/IT) in the area of consulting services for Management and IT services. | | No Change. |
| 158 | 1650526760/Page 21/7.2.2 OPERATIONAL SLA & PENALTIES | PENALTY FOR Replacement/Closure of vacant position to be completed within the 30 days of raising the replacement request | Please allow 60-90 days FOR Replacement/Closure of vacant position and any change should also be allowed with 60-90 days without penalties | | The clause has been amended through a corrigendum. Currently, in pursuance to the amended clause (S. No. 1 at 7.2.2 of the bid document), the penalty of Rs. 2,000 per working day per non-deployed resource will be applicable in case the Delay is <u>beyond 14 working days from replacement/closure of the vacant position to be completed.</u> |
| 159 | 1650526760/Page 21/7.2.2 OPERATIONAL SLA & PENALTIES | As per RFP | There should not be any penalty in atleast the 1st phase/1st Qtr of deployment till the actual incumbent vendor moves out post complete KT | | The penalty clauses will be invoked as per the details stipulated in the detailed terms of reference attached with the bid document. |
| 160 | NA | Suggestions | The customer should share a detailed skill- | | The successful bidder is required |

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| | | | wise staggered deployment plan month wise. | | to deploy the resources from the start date stipulated in the contract. As per the GeM policy, there will be a minimum period of 7 days between the date of placement of the contract in GeM portal and the start date of the contract. Further, as per the amended clause 7.2.1 of the detailed terms of reference, there will be no penalty for non-deployment of the resources for a period of 15 working days from the start of the contract. |
| 161 | 1650526760/Page 7/3.1 DETAILS OF QUALIFICATION, EXPERIENCE AND SKILL SET | Suggestions | The education criteria should be relaxed and flexible as pointed t, a good recommended / evaluated resource without a BE / B.Tech should be allowed to be deployed. | | No Change. |
| 162 | 1650526760/Page 7/3.1 DETAILS OF QUALIFICATION, EXPERIENCE AND SKILL SET | Desired PMU certification as shown in the Indicative list. | The certification ask though is for scoring purpose should be more relevant to the role and not generic to all resources in a particular skill, there has to be relaxation on the certification requirements also | | The list of indicative certifications for the profile [Team Leads (Project Manager)] is incorporated through corrigendum at Note under the section 3.1 of the detailed terms of reference. |
| 163 | 1650526760/Page 11/3.2 LOCATION OF DEPLOYMENT | (a) The deployed resource will function from the premises of PFMS Division, O/o CGA or at any place as decided by PFMS Division, O/o CGA. | The deployment of resources should not have a specific location limitation or constraint, the client should be open to deployment in any other customer location across the country. | | The location for deployment shall be within the State of NCT Delhi. |
| 164 | 1650526760/Page 11/3.2 LOCATION OF DEPLOYMENT | Suggestions | New roles and location should not be added/change post sign off of deployment plan | | Please refer the scope of work stipulated at section 2 and the roles and responsibilities stipulated at section 3 of the detailed terms of reference attached with the GeM bid. |

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| S. No. | Bid document reference(s) (Bid document section & page number) | Content of bid document requiring clarification(s) | Query/Observation/ Suggestion | Justification | Reply |
|--------|---|---|--|---------------|---|
| 165 | 1650526760/Page 11/3.2 LOCATION OF DEPLOYMENT | Suggestions | Request flexibility in Exp 80% of the resources to be deployed should be between 3 years and only the rest 20% should be leads and senior resources. | | Not Agreed. |
| 166 | GEM Portal | Commercials | Pl Confirm on the Portal Charges that needs to be added along with the cost. Generally Portal has 0.5% Charge. Hope our understanding is correct? | | Clause (xi) of the section 4 of the detailed terms of reference stipulates that <i>the bidder is responsible for all costs incurred in connection with the participation in this process</i> . In view of the clause, the understanding is correct. |
| 167 | 1650526760/Page 14/3.2 LOCATION OF DEPLOYMENT/* | *The resources against these three designations [Program Manager (Qty -1), Team Leads (Qty - 3) and Data Analyst (Qty - 3)] are considered as key personnel for this engagement | Please confirm profiles of only key resources needs to be submitted at the time of bidding and evaluation will happen basis key profiles only. | | Profiles of key personnel are required to be submitted by the bidder along with the bid document for consideration to the technical evaluation. |
| 168 | 1650526760/Page 11/3.2 LOCATION OF DEPLOYMENT | As per RFP | Kindly share this phase-wise prioritization for transition and resource deployment. So that resource deployment plan can be prepared accordingly. | | The successful bidder is required to deploy the resources from the start date stipulated in the contract. As per the GeM policy, there will be a minimum period of 7 days between the date of placement of the contract in GeM portal and the start date of the contract. Further, as per the amended clause 7.2.1 of the detailed terms of reference, there will be no penalty for non-deployment of the resources for a period of 15 working days from the start of the contract. |
| 169 | 1650526760 | | Please clarify each position is supposed to be available for 3 shifts in a day to cover 24X7. In other words should plan to deploy multiple resources for each resource count to cover 3 shifts in a day and 7 day operation | | No shift wise deployment has been planned except normal working hours i.e. 09.00 to 17.30 hrs from Monday to Friday. |

CONSOLIDATED PRE-BID QUERIES for the BID FOR HIRING OF 30 RESOURCES FOR DBT Vertical, PFMS Division

| S. No. | Bid document reference(s) (Bid document section & page number) | Content of bid document requiring clarification(s) | Query/Observation/ Suggestion | Justification | Reply |
|--------|--|---|---|---------------|---|
| 170 | 1650526760 | General | Please confirm that department will provide laptops/desktops, development tools, connectivity, office space etc. to all resources. | | Please refer section 11 of the detailed terms of reference and newly added clauses in the corrigendum. |
| 171 | NA | NA | Monthly Sign off criteria is missing. Please define. | | Work activities as per work allocation to the resources to be added as per Para-3 : Resource requirement.. |
| 172 | 1650526760/Page 42/ 20.1 APPENDIX - A: | Signature of Company Secretary of the Company/Statutory Auditor/ Chartered Accountant | Signature of Company Secretary of the Company/Statutory Auditor/Chartered Accountant/ Head HR | | No Change. |
| 173 | NA | Request | Request submission to be extended by 2 weeks. | | Request considered and the sufficient time as per the extant rules of Government of India has been given to the bidders to enable them to participate in the bid. |
| 174 | 1650526760The Pre-qualification criteriaN / EMD | Bidder must submit EMD of Rs 64,25,100/- (Rupees Sixty-Four Lakh Twenty-Five Thousand Hundred Only) in any of the acceptable format as per the GFRs 2017 | Following categories of Sellers shall however, be exempted from furnishing EMD- -Sellers/ Service Provider having annual turnover of Rs 500 Crore. PI Confirm if we need to submit an EMD. | | The exemptions for EMD as stipulated in GTC is applicable. Further, it is clarified that the said exemption will be applicable only in respect of the annual turnover as detailed at S. No. 4 in the table under section 6.1 of the detailed terms of reference (i.e., from the management and IT consulting services). |
| 175 | 1650526760/ Page 15/ 5.6 RIGHTS TO THE CONTENT OF PROPOSAL SUBMITTED BY THE BIDDER/C | PFMS Division, O/o CGA shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure. | As part of PQ & TQ - Prior Experience is asked, where we need to furnish information such as WO + Sign off's. All projects are under NDA & Confidentiality, Kindly restrict disclose any or all of the information contained in the proposal. | | No Change. |
| 176 | 1650526760/page 31 / Commencement of Services | Delay beyond 5 working days from the start date of the contract | There should not be any penalty in atleast the 1st phase/1st Qtr of deployment till the actual incumbent vendor moves out post complete | | The clause has been amended through a corrigendum. Currently, in pursuance to the amended |

CONSOLIDATED PRE-BID QUERIES for the BID FOR HIRING OF 30 RESOURCES FOR DBT Vertical, PFMS Division

| S. No. | Bid document reference(s) (Bid document section & page number) | Content of bid document requiring clarification(s) | Query/Observation/ Suggestion | Justification | Reply |
|--------|---|---|---|---------------|---|
| | | | KT Please allow 60-90 days to on-board the Key Resources and any change should also be allowed with 60-90 days | | clause (7.2.1 of the bid document), the penalty of Rs. 5,000 per working day per non-deployed resource at the commencement of the contract will be applicable in case the Delay is <u>beyond 15 working days from the start date of the contract</u> |
| 177 | 1650526760/page 31 / Commencement of Services | Replacement/Closure of vacant position to be completed within the 30 days of raising the replacement request | There should not be any penalty in atleast the 1st phase/1st Qtr of deployment till the actual incumbent vendor moves out post complete KT Please allow 60-90 days to on-board the Key Resources and any change should also be allowed with 60-90 days | | The clause has been amended through a corrigendum. Currently, in pursuance to the amended clause (S. No. 1 at 7.2.2 of the bid document), the penalty of Rs. 2,000 per working day per non-deployed resource will be applicable in case the Delay is <u>beyond 14 working days from replacement/closure of the vacant position</u> as detailed at amended section. |
| 178 | 1650526760/page 31 / Substitution of key personnel resources from those CVs provided with the technical bid | No substitution of those resources will be allowed whose CV's have been provided along with the Technical bid for a period of 180 days from the commencement of the project | Please allow - sample or tentative profiles. We will provide better / similar profiles with experience and qualification at the time of deployment of the project. | | No Change. |
| 179 | 1650526760/page 31 / Substitution of key personnel resources from those CVs provided with the technical bid | No substitution of those resources will be allowed whose CV's have been provided along with the Technical bid for a period of 180 days from the commencement of the project | Request to allow change in-case of Resignation / Change of Role as per Company Guidelines, The Manpower agency shall ensure that there is no frequent turnover of resources placed | | No Change. |
| 180 | 1650526760/page 31 / Replacement of Resources | Resources initially deployed are not to be replaced during the tenure of the Project | Request to allow change in-case of Resignation / Change of Role as per Company Guidelines, The Manpower agency shall ensure that there is no frequent turnover of resources placed | | No Change. |

CONSOLIDATED PRE-BID QUERIES for the BID FOR HIRING OF 30 RESOURCES FOR DBT Vertical, PFMS Division

| S. No. | Bid document reference(s) (Bid document section & page number) | Content of bid document requiring clarification(s) | Query/Observation/ Suggestion | Justification | Reply |
|--------|---|---|---|--|---|
| | PWC | | | | |
| 181 | Section 3 (v) Page-7 | In respect of key personnel CVs that are submitted as part of response to this bid, the agency should deploy from the submitted CVs only, subject to the fulfilment of minimum eligibility criteria as per the bid and satisfaction of PFMS | PFMS division is requested to allow the successful bidder to deploy the resources who are available with the firm as on date of signing of the Contract, rather than as proposed /submitted as part of the response/proposal. However, successful bidder shall ensure that the resource being deployed is equal to or better in terms of skillsets/education and experience and these resources shall be deployed based on the mutual consent/approval by the client. | Considering the high rate of 'attrition' in the market it may be a challenge for us to deploy all the proposed resources for this assignment, there are possibilities that some of the resources may leave the firm and some new resources may join, so client is requested to allow successful bidder to deploy the resources as available with the firm on the date of signing of the Contract. | No Change. |
| 182 | Section 3 (xvii) Page-12 | Outsourcing/Consortiums/Sub-Contracting is not allowed for the purpose of participating in this tender | It is requested to allow sub-contracting for all key (seven) and non-Key experts (twenty-three) | The changes are being requested to bring onboard the experts such as special protocol development, bank coordination and maintenance group as these are specialized activities and best handled by the experts. It is strongly recommended that the proposed assignment should focus on output. Considering this request will be a win-win situation for the client and we will be able to submit a value for money offer at most optimized costs. | No Change. Outsourcing/Consortiums/Sub-Contracting is not allowed for the purpose of participating in this tender |
| 183 | Section 5.2 Page-13 | Submission of proposals | We request that the bid-submission date be extended to at-least 21 days from the date of issuance of clarifications. | Extension in the proposal submission deadline will provide us the sufficient time to identify suitable / qualified resources for the engagement and complete the activities required for internal compliances purpose. | Request considered and the sufficient time as per the extant rules of Government of India has been given to the bidders to enable them to participate in the bid. |
| | UTITSL | | | | |

CONSOLIDATED PRE-BID QUERIES for the BID FOR HIRING OF 30 RESOURCES FOR DBT Vertical, PFMS Division

| S. No. | Bid document reference(s) (Bid document section & page number) | Content of bid document requiring clarification(s) | Query/Observation/ Suggestion | Justification | Reply |
|--------|---|--|---|---------------|---|
| 184 | 6.1 PRE-QUALIFICATION CRITERIA | The bidder must have on its pay rolls consulting staff of 100 qualified personnel with designations MBA/B.E./B.Tech/MCA/M.Tech/ M.Sc (CS/IT) in the area of consulting services for Management and IT services. | UTIITSL being a Government of India Company requests you to relax this criteria to "The bidder must have on its pay rolls IT staff of 70 qualified personnel with designations MBA/B.E./B.Tech/MCA/M.Tech/ M.Sc (CS/IT) in the area of consulting services for Management and IT services." | | No Change. |
| 185 | 6.1 PRE-QUALIFICATION CRITERIA | Bidder should have experience in Program Management of e-Governance Projects similar to the scope of work for any Ministries/Department of Government of India /State/UT/PSU over the last five completed financial years. The project value of such projects should be minimum Rs. 5 Crores | Bidder should have experience in of any e-Governance Projects similar to the scope of work for any Ministries/Department of Government of India /State/UT/PSU over the last five completed financial years. The project value of such projects should be minimum Rs. 5 Crores | | No Change. |
| 186 | 6.1 PRE-QUALIFICATION CRITERIA | The Bidder's turnover from Management and IT consulting services of similar nature in India should be at least INR 40 Crores in each of the last three financial years. (FY 2020-21, 2019-20 and 2018-19) The turnover should exclude the revenue generated from hardware, licenses, SI turnover and IT application developer /support turnover amount. | UTIITSL requests you to relax this criteria to "The Bidder's turnover from Management and IT and ITeS services s in each of the last three financial years. (FY 2020-21, 2019- 20 and 2018-19) | | No Change. |
| 187 | General Query | Bid End Date/Time | UTIITSL requests you to please extend the bid submission date by 2-3 weeks | | Request considered and the sufficient time as per the extant rules of Government of India has been given to the bidders to enable them to participate in the bid. |

Bid Document

| Bid Details | |
|--|---|
| Bid End Date/Time | 12-05-2022 16:00:00 |
| Bid Opening Date/Time | 12-05-2022 16:30:00 |
| Bid Life Cycle (From Publish Date) | 90 (Days) |
| Bid Offer Validity (From End Date) | 65 (Days) |
| Ministry/State Name | Ministry Of Finance |
| Department Name | Department Of Expenditure |
| Organisation Name | Controller General Of Accounts (cga) |
| Office Name | Public Financial Management System |
| Item Category | Hiring of Consultants - Per Person Per Month Based - Management Consultants; Program Management Expert; Graduate with MBA; NA , Hiring of Consultants - Per Person Per Month Based - Management Consultants; Project Management; As indicated in the bid document; NA , Hiring of Consultants - Per Person Per Month Based - As indicated in the bid document; As indicated in the bid document; As indicated in the bid document; NA |
| Contract Period | 3 Year(s) |
| Past Experience of Similar Services required | Yes |
| MSE Exemption for Years of Experience and Turnover | No |
| Startup Exemption for Years of Experience and Turnover | No |
| Document required from seller | Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| Bid to RA enabled | No |
| Time allowed for Technical Clarifications during technical evaluation | 5 Days |
| Estimated Bid Value | 128502000 |
| Evaluation Method | Total value wise evaluation |

EMD Detail

| | |
|---------------|---------------------|
| Advisory Bank | State Bank of India |
|---------------|---------------------|

| | |
|-------------------|---------|
| EMD Percentage(%) | 5.00 |
| EMD Amount | 6425100 |

ePBG Detail

| | |
|-------------------------------------|---------------------|
| Advisory Bank | State Bank of India |
| ePBG Percentage(%) | 3.00 |
| Duration of ePBG required (Months). | 38 |

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Sr. Accounts Officer (PAO-PFMS)

Public Financial Management System, Department of Expenditure, Controller General of Accounts (CGA), Ministry of Finance, 3rd floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi - 110001.

(J N Koli)

Splitting

Bid splitting not applied.

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

2. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Additional Qualification/Data Required

Scope Of work:[1650526760.pdf](#)

Profile of Consultants:[1650526764.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

| Parameter Name | Max Marks | Cutoff Marks | Qualification Methodology Document |
|----------------|-----------|--------------|------------------------------------|
|----------------|-----------|--------------|------------------------------------|

| | | | |
|--|----|----|---------------------------|
| Profiles of Key Personnel to be submitted by the bidder | 50 | 20 | View File |
| Projects/ Work Order | 15 | 6 | View File |
| Annual Turn Over of the firm from only management and IT consulting services of similar nature in India. | 10 | 4 | View File |
| Certifications | 5 | 2 | View File |
| Technical Strength of the bidder's Company | 5 | 2 | View File |
| Technical Presentation | 15 | 6 | View File |

Total Minimum Qualifying Marks for Technical Score: 40

QCBS Weightage(Technical:Financial):80:20

Presentation Venue:The date and mode of presentation will be intimated to the shortlisted bidders through email.

Pre Bid Detail(s)

| Pre-Bid Date and Time | Pre-Bid Venue |
|------------------------------|---|
| 04-05-2022 11:00:00 | The pre-bid is scheduled to conduct through Video Conference. The interested bidders are requested to send an email for link to join Video Conference to pv.saiteja@gov.in so that the link for Video Conference will be shared prior to the pre-bid conference |

Hiring Of Consultants - Per Person Per Month Based - Management Consultants; Program Management Expert; Graduate With MBA; NA (1)

Technical Specifications

| Specification | Values |
|--|---------------------------|
| Core | |
| Last 3 years average business revenue from consulting | 21 to 50 Crore |
| Number of Consultants on payroll of firms | 76-150 |
| Number of projects completed in India having similar scope & size of proposed project under hiring | 0 |
| Consulting Category/ Stream | Management Consultants |
| Consultant's Profile | Program Management Expert |

| Specification | Values |
|---|---|
| Indicative generic Qualification of consultants/ resources/ SME | Graduate with MBA |
| Proof of Concept (POC) Required | NA |
| Total Experience of Consultants/ Resources (in Years) | 15 to 19 Year |
| Deployment of Consultants/Resource | Onsite |
| Certifications | PMP , Other Certification as indicated in BID |
| Addon(s) | |
| Additional Details | |
| Required Expertise of Consultant in the Subject Matter/Sub-Sector | 1. Total Experience of 15 years or above with at least 7 years in managing large software development projects. 2. Should have independently handled at least two large projects on all aspects from concept stage to implementation. 3. Should have Strong Technical experience with technologies-.Net, MS-SQL Server, TFS, Windows Server, Biz Talk etc. 4. Experience on government projects will be preferred |
| Required Educational Qualification of Consultants | BE/B. Tech/MCA/M.Sc. in Computer Science/Information Technology (IT) from an institution/ university recognized by the Govt. of India. AND MBA from an institution/ university recognized by the Govt. of India with consistently good academic record |
| Position of the Consultant | Program Manager |

Additional Specification Documents

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Number of Consultants / SMEs | Additional Requirement |
|-------|-----------------------------|---|------------------------------|--|
| 1 | Navneet Kumar Chopra | 110001,Public Financial Management System (PFMS), 3rd floor and 4th Floor, Shivaji Stadium Annexe, Connaught Place, New Delhi | 1 | <ul style="list-style-type: none"> Duration of Hiring of Consultant/SME in months During the Contract Period : 36 |

Hiring Of Consultants - Per Person Per Month Based - Management Consultants; Project Management; As Indicated In The Bid Document; NA (1)

Technical Specifications

| Specification | Values |
|--|--|
| Core | |
| Last 3 years average business revenue from consulting | 21 to 50 Crore |
| Number of Consultants on payroll of firms | 76-150 |
| Number of projects completed in India having similar scope & size of proposed project under hiring | 0 |
| Consulting Category/ Stream | Management Consultants |
| Consultant's Profile | Project Management |
| Indicative generic Qualification of consultants/ resources/ SME | As indicated in the bid document |
| Proof of Concept (POC) Required | NA |
| Total Experience of Consultants/ Resources (in Years) | 10 to 14 Year |
| Deployment of Consultants/Resource | Onsite |
| Certifications | Other Certification as indicated in BID |
| Addon(s) | |
| Additional Details | |
| Required Expertise of Consultant in the Subject Matter/Sub-Sector | 1. Total Experience of 12 years or above with atleast 5 years experience in large IT Project, Monitoring & Implementation based on . Net framework. Must have handled big projects with team size 10-20 resources. 2.Experience on government projects will be preferred. 3.Special Protocol Development – Should have experience in developing new protocol and coordination with external system. Knowledge of file transfer, SFTP, IP address concepts, web services etc. |
| Position of the Consultant | Team Lead (Project Manager) - For Special DBT Protocol Development Group |
| Required Educational Qualification of Consultants | BE/B.Tech/MCA/ M.Sc. in Computer Science/Information Technology (IT) from an institution/ university recognized by the Govt. of India. MBA from an institution/ university recognized by the Govt. of India with consistently good academic record. |

Additional Specification Documents

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Number of Consultants / SMEs | Additional Requirement |
|-------|-----------------------------|---|------------------------------|--|
| 1 | Navneet Kumar Chopra | 110001,Public Financial Management System (PFMS), 3rd floor and 4th Floor, Shivaji Stadium Annexe, Connaught Place, New Delhi | 1 | <ul style="list-style-type: none">Duration of Hiring of Consultant/SME in months During the Contract Period : 36 |

Hiring Of Consultants - Per Person Per Month Based - Management Consultants; Project Management; As Indicated In The Bid Document; NA (1)

Technical Specifications

| Specification | Values |
|--|---|
| Core | |
| Last 3 years average business revenue from consulting | 21 to 50 Crore |
| Number of Consultants on payroll of firms | 76-150 |
| Number of projects completed in India having similar scope & size of proposed project under hiring | 0 |
| Consulting Category/ Stream | Management Consultants |
| Consultant's Profile | Project Management |
| Indicative generic Qualification of consultants/ resources/ SME | As indicated in the bid document |
| Proof of Concept (POC) Required | NA |
| Total Experience of Consultants/ Resources (in Years) | 10 to 14 Year |
| Deployment of Consultants/Resource | Onsite |
| Certifications | Other Certification as indicated in BID |

| Specification | Values |
|---|--|
| Addon(s) | |
| Additional Details | |
| Required Expertise of Consultant in the Subject Matter/Sub-Sector | 1. Total Experience of 12 years or above with atleast 5 years experience in large IT Project, Monitoring & Implementation based on .Net framework. Must have handled big projects with team size 10-20 resources. 2. Should have Good Technical exposure to technologies like .Net, MS-SQL Server, TFS, Windows Server, BizTalk etc. 3. Experience on government projects will be preferred. |
| Required Educational Qualification of Consultants | BE/B.Tech/MCA/ M.Sc. in Computer Science/Information Technology (IT) from an institution/ university recognized by the Govt. of India. MBA from an institution/ university recognized by the Govt. of India with consistently good academic record. |
| Position of the Consultant | Team Lead (Project Manager) - For User Interface and Operation Group |

Additional Specification Documents

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Number of Consultants / SMEs | Additional Requirement |
|-------|-----------------------------|--|------------------------------|--|
| 1 | Navneet Kumar Chopra | 110001, Public Financial Management System (PFMS), 3rd floor and 4th Floor, Shivaji Stadium Annexe, Connaught Place, New Delhi | 1 | <ul style="list-style-type: none"> Duration of Hiring of Consultant/SME in months During the Contract Period : 36 |

Hiring Of Consultants - Per Person Per Month Based - Management Consultants; Project Management; As Indicated In The Bid Document; NA (1)

Technical Specifications

| Specification | Values |
|---|----------------|
| Core | |
| Last 3 years average business revenue from consulting | 21 to 50 Crore |
| Number of Consultants on payroll of firms | 76-150 |

| Specification | Values |
|--|--|
| Number of projects completed in India having similar scope & size of proposed project under hiring | 0 |
| Consulting Category/ Stream | Management Consultants |
| Consultant's Profile | Project Management |
| Indicative generic Qualification of consultants/ resources/ SME | As indicated in the bid document |
| Proof of Concept (POC) Required | NA |
| Total Experience of Consultants/ Resources (in Years) | 10 to 14 Year |
| Deployment of Consultants/Resource | Onsite |
| Certifications | Other Certification as indicated in BID |
| Addon(s) | |
| Additional Details | |
| Required Expertise of Consultant in the Subject Matter/Sub-Sector | 1. Total Experience of 12 years or above with atleast 5 years experience in large IT Project, Monitoring & Implementation based on .Net framework. Must have handled big projects with team size 10-20 resources. 2. Should have Good Technical exposure to technologies like .Net, MS-SQL Server, TFS, Windows Server, BizTalk etc. 3. Experience on government projects will be preferred. 4. Bank coordination – knowledge /experience / background in field of Finance/Taxation/Banks will be preferred. |
| Position of the Consultant | Team Lead (Project Manager) - For Bank Coordination and Maintenance Group |
| Required Educational Qualification of Consultants | BE/B.Tech/MCA/ M.Sc. in Computer Science/Information Technology (IT) from an institution/ university recognized by the Govt. of India. MBA from an institution/ university recognized by the Govt. of India with consistently good academic record. |

Additional Specification Documents

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Number of Consultants / SMEs | Additional Requirement |
|-------|-----------------------------|---|------------------------------|--|
| 1 | Navneet Kumar Chopra | 110001,Public Financial Management System (PFMS), 3rd floor and 4th Floor, Shivaji Stadium Annexe, Connaught Place, New Delhi | 1 | <ul style="list-style-type: none"> Duration of Hiring of Consultant/SME in months During the Contract Period : 36 |

Hiring Of Consultants - Per Person Per Month Based - As Indicated In The Bid Document; As Indicated In The Bid Document; As Indicated In The Bid Document; NA (3)

Technical Specifications

| Specification | Values |
|--|---|
| Core | |
| Last 3 years average business revenue from consulting | 21 to 50 Crore |
| Number of Consultants on payroll of firms | 76-150 |
| Number of projects completed in India having similar scope & size of proposed project under hiring | 0 |
| Consulting Category/ Stream | As indicated in the bid document |
| Consultant's Profile | As indicated in the bid document |
| Indicative generic Qualification of consultants/ resources/ SME | As indicated in the bid document |
| Proof of Concept (POC) Required | NA |
| Total Experience of Consultants/ Resources (in Years) | 4 to 6 Year |
| Deployment of Consultants/Resource | Onsite |
| Certifications | Other Certification as indicated in BID |
| Addon(s) | |
| Additional Details | |

| Specification | Values |
|---|---|
| Required Expertise of Consultant in the Subject Matter/Sub-Sector | 1. Experience of 5 years or above, in Windows Desktop Support and web applications like Windows, MS-Office, MS-Excel, MS-Power point etc. 2.Should have experience in SQL server or any other relational database. 3.Experience in software development in Visual Studio 2010/2013, implementation of .Net framework 4.Experience in Web service (SOAP, REST ,JSON, XML) J Query App Integration, App debugging , WCF , MVC |
| Position of the Consultant | Team Members (Developer) - For Special DBT Protocol Development Group |
| Required Educational Qualification of Consultants | B. Tech/BE/MCA/ M.Sc. Computer Science/Information Technology (IT) from an institution/ university recognized by the Govt. of India. |

Additional Specification Documents

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Number of Consultants / SMEs | Additional Requirement |
|-------|-----------------------------|---|------------------------------|--|
| 1 | Navneet Kumar Chopra | 110001,Public Financial Management System (PFMS), 3rd floor and 4th Floor, Shivaji Stadium Annexe, Connaught Place, New Delhi | 3 | <ul style="list-style-type: none"> Duration of Hiring of Consultant/SME in months During the Contract Period : 36 |

Hiring Of Consultants - Per Person Per Month Based - As Indicated In The Bid Document; As Indicated In The Bid Document; As Indicated In The Bid Document; NA (9)

Technical Specifications

| Specification | Values |
|--|----------------|
| Core | |
| Last 3 years average business revenue from consulting | 21 to 50 Crore |
| Number of Consultants on payroll of firms | 76-150 |
| Number of projects completed in India having similar scope & size of proposed project under hiring | 0 |

| Specification | Values |
|---|--|
| Consulting Category/ Stream | As indicated in the bid document |
| Consultant's Profile | As indicated in the bid document |
| Indicative generic Qualification of consultants/ resources/ SME | As indicated in the bid document |
| Proof of Concept (POC) Required | NA |
| Total Experience of Consultants/ Resources (in Years) | 4 to 6 Year |
| Deployment of Consultants/Resource | Onsite |
| Certifications | Other Certification as indicated in BID |
| Addon(s) | |
| Additional Details | |
| Required Expertise of Consultant in the Subject Matter/Sub-Sector | 1. Experience of 5 years or above, in Windows Desktop Support and web applications like Windows7, Windows8, MS-Office, MS-Excel, MS-Power point etc. 2.Should have experience in SQL server or any other relational database. 3.Experience in software development in Visual Studio 2010/2013, implementation of .Net framework 4.Experience in Web service (SOAP, REST ,JSON, XML) J Query App Integration, App debugging , WCF , MVC |
| Position of the Consultant | Team Members (Developer) - For User Interface and Operations Group |
| Required Educational Qualification of Consultants | B. Tech/BE/MCA/ M.Sc. in Computer Science / Information Technology (IT) from an institution/ university recognized by the Govt. of India |

Additional Specification Documents

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Number of Consultants / SMEs | Additional Requirement |
|-------|-----------------------------|---|------------------------------|--|
| 1 | Navneet Kumar Chopra | 110001,Public Financial Management System (PFMS), 3rd floor and 4th Floor, Shivaji Stadium Annexe, Connaught Place, New Delhi | 9 | <ul style="list-style-type: none"> Duration of Hiring of Consultant/SME in months During the Contract Period : 36 |

Hiring Of Consultants - Per Person Per Month Based - As Indicated In The Bid Document; As Indicated In The Bid Document; As Indicated In The Bid Document; NA (5)

Technical Specifications

| Specification | Values |
|--|--|
| Core | |
| Last 3 years average business revenue from consulting | 21 to 50 Crore |
| Number of Consultants on payroll of firms | 76-150 |
| Number of projects completed in India having similar scope & size of proposed project under hiring | 0 |
| Consulting Category/ Stream | As indicated in the bid document |
| Consultant's Profile | As indicated in the bid document |
| Indicative generic Qualification of consultants/ resources/ SME | As indicated in the bid document |
| Proof of Concept (POC) Required | NA |
| Total Experience of Consultants/ Resources (in Years) | 7 to 9 Year |
| Deployment of Consultants/Resource | Onsite |
| Certifications | Other Certification as indicated in BID |
| Addon(s) | |
| Additional Details | |
| Required Expertise of Consultant in the Subject Matter/Sub-Sector | 1. Experience of 7 years or above, in Windows Desktop Support and web applications like Windows7, Windows8,MS-Office, MS-Excel, MS-Power point etc. 2.Knowledge of banking operation/User Support. 3.Should have experience in developing new protocol and coordination with external system. Knowledge of file transfer protocols like API, SFTP, IP address concepts, web services etc. 4.Experience in .net and SQL server latest edition |
| Required Educational Qualification of Consultants | B. Tech/BE/MCA/ M.Sc. in Computer Science/Information Technology from an institution university recognized by the Govt. of India. |

| Specification | Values |
|----------------------------|--|
| Position of the Consultant | Team Members (Developer) - For Bank Coordination and Maintenance Group |

Additional Specification Documents

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Number of Consultants / SMEs | Additional Requirement |
|-------|-----------------------------|---|------------------------------|--|
| 1 | Navneet Kumar Chopra | 110001,Public Financial Management System (PFMS), 3rd floor and 4th Floor, Shivaji Stadium Annexe, Connaught Place, New Delhi | 5 | <ul style="list-style-type: none"> Duration of Hiring of Consultant/SME in months During the Contract Period : 36 |

Hiring Of Consultants - Per Person Per Month Based - As Indicated In The Bid Document; As Indicated In The Bid Document; As Indicated In The Bid Document; NA (3)

Technical Specifications

| Specification | Values |
|--|---|
| Core | |
| Last 3 years average business revenue from consulting | 21 to 50 Crore |
| Number of Consultants on payroll of firms | 76-150 |
| Number of projects completed in India having similar scope & size of proposed project under hiring | 0 |
| Consulting Category/ Stream | As indicated in the bid document |
| Consultant's Profile | As indicated in the bid document |
| Indicative generic Qualification of consultants/ resources/ SME | As indicated in the bid document |
| Proof of Concept (POC) Required | NA |
| Total Experience of Consultants/ Resources (in Years) | 4 to 6 Year |
| Deployment of Consultants/Resource | Onsite |
| Certifications | Other Certification as indicated in BID |
| Addon(s) | |

| Specification | Values |
|---|--|
| Additional Details | |
| Position of the Consultant | Business Analysts |
| Required Educational Qualification of Consultants | B. Tech/BE/MCA/ M.Sc. Computer Science/Information Technology (IT) from an institution/ university recognized by the Govt. of India. |
| Required Expertise of Consultant in the Subject Matter/Sub-Sector | 1.Experience of 5 years or above in development activities and document preparation (SRS, FRD, RTM), MS Visio, MS Office, UML Modelling 2.Exposure to .net and SQL server 3.Exposure to data marts and data warehousing |

Additional Specification Documents

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Number of Consultants / SMEs | Additional Requirement |
|-------|-----------------------------|---|------------------------------|--|
| 1 | Navneet Kumar Chopra | 110001,Public Financial Management System (PFMS), 3rd floor and 4th Floor, Shivaji Stadium Annexe, Connaught Place, New Delhi | 3 | <ul style="list-style-type: none"> Duration of Hiring of Consultant/SME in months During the Contract Period : 36 |

Hiring Of Consultants - Per Person Per Month Based - As Indicated In The Bid Document; As Indicated In The Bid Document; As Indicated In The Bid Document; NA (3)

Technical Specifications

| Specification | Values |
|--|----------------|
| Core | |
| Last 3 years average business revenue from consulting | 21 to 50 Crore |
| Number of Consultants on payroll of firms | 76-150 |
| Number of projects completed in India having similar scope & size of proposed project under hiring | 0 |

| Specification | Values |
|---|--|
| Consulting Category/ Stream | As indicated in the bid document |
| Consultant's Profile | As indicated in the bid document |
| Indicative generic Qualification of consultants/ resources/ SME | As indicated in the bid document |
| Proof of Concept (POC) Required | NA |
| Total Experience of Consultants/ Resources (in Years) | 4 to 6 Year |
| Deployment of Consultants/Resource | Onsite |
| Certifications | Other Certification as indicated in BID |
| Addon(s) | |
| Additional Details | |
| Required Expertise of Consultant in the Subject Matter/Sub-Sector | 1. Experience of 5 years or above, in handling IT projects as Data Analyst. 2. Should have Strong Technical experience with MS-SQL Server and other relational database, Experience in working with Power BI. 3. should have good know how in managing ETL packages like SSIS, reporting tools like SSRS. Experience in MDM and Data quality management. 4. Good experience in design of data marts and data warehouse. 5. Experience in predictive data modeling using Data modeling tools. |
| Position of the Consultant | Data Analyst |
| Required Educational Qualification of Consultants | 1. Essential Qualification: B.Tech/BE/MCA/ M.Sc. in Computer Science/Information Technology (IT) from an institution/ university recognized by the Govt. of India. 2. Desirable: (a) M.Tech/ME/PhD in Computer Science/ Information Technology (IT) and related fields from an institution/ university recognized by the Govt. of India. (b) MBA from an institution/ university recognized by the Govt. of India with consistently good academic record. |

Additional Specification Documents

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Number of Consultants / SMEs | Additional Requirement |
|-------|-----------------------------|---------|------------------------------|------------------------|
|-------|-----------------------------|---------|------------------------------|------------------------|

| S.No. | Consignee/Reporting Officer | Address | Number of Consultants / SMEs | Additional Requirement |
|-------|-----------------------------|---|------------------------------|--|
| 1 | Navneet Kumar Chopra | 110001,Public Financial Management System (PFMS), 3rd floor and 4th Floor, Shivaji Stadium Annexe, Connaught Place, New Delhi | 3 | <ul style="list-style-type: none"> Duration of Hiring of Consultant/SME in months During the Contract Period : 36 |

Hiring Of Consultants - Per Person Per Month Based - As Indicated In The Bid Document; As Indicated In The Bid Document; As Indicated In The Bid Document; NA (2)

Technical Specifications

| Specification | Values |
|--|--|
| Core | |
| Last 3 years average business revenue from consulting | 21 to 50 Crore |
| Number of Consultants on payroll of firms | 76-150 |
| Number of projects completed in India having similar scope & size of proposed project under hiring | 0 |
| Consulting Category/ Stream | As indicated in the bid document |
| Consultant's Profile | As indicated in the bid document |
| Indicative generic Qualification of consultants/ resources/ SME | As indicated in the bid document |
| Proof of Concept (POC) Required | NA |
| Total Experience of Consultants/ Resources (in Years) | 4 to 6 Year |
| Deployment of Consultants/Resource | Onsite |
| Certifications | Other Certification as indicated in BID |
| Addon(s) | |
| Additional Details | |
| Position of the Consultant | Junior Business Analyst |
| Required Educational Qualification of Consultants | B.Tech/BE/MCA/ M.Tech/ME/ M.Sc. Information Technology(IT)and related fields from an institution/ university recognized by the Govt. of India. |
| Required Expertise of Consultant in the Subject Matter/Sub-Sector | 1.Experience of 5 years or above, in document preparation (SRS, FRD, RTM), Ms. Visio, Ms. Office, UML Modeling etc. 2.Should have experience of working for at least 4 development projects for document creation. |

Additional Specification Documents

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Number of Consultants / SMEs | Additional Requirement |
|-------|-----------------------------|---|------------------------------|--|
| 1 | Navneet Kumar Chopra | 110001,Public Financial Management System (PFMS), 3rd floor and 4th Floor, Shivaji Stadium Annexe, Connaught Place, New Delhi | 2 | <ul style="list-style-type: none">Duration of Hiring of Consultant/SME in months During the Contract Period : 36 |

Hiring Of Consultants - Per Person Per Month Based - As Indicated In The Bid Document; As Indicated In The Bid Document; As Indicated In The Bid Document; NA (1)**Technical Specifications**

| Specification | Values |
|--|----------------------------------|
| Core | |
| Last 3 years average business revenue from consulting | 21 to 50 Crore |
| Number of Consultants on payroll of firms | 76-150 |
| Number of projects completed in India having similar scope & size of proposed project under hiring | 0 |
| Consulting Category/ Stream | As indicated in the bid document |
| Consultant's Profile | As indicated in the bid document |
| Indicative generic Qualification of consultants/ resources/ SME | As indicated in the bid document |
| Proof of Concept (POC) Required | NA |
| Total Experience of Consultants/ Resources (in Years) | 4 to 6 Year |
| Deployment of Consultants/Resource | Onsite |

| Specification | Values |
|---|--|
| Certifications | Other Certification as indicated in BID |
| Addon(s) | |
| Additional Details | |
| Required Expertise of Consultant in the Subject Matter/Sub-Sector | 1. Experience of 5 years or above ,in DIV, HTML, Photoshop, Dreamweaver, word press, php, Web design, UI designer, bootstrap, Java script, Chrome debugging tool, .Net basics, CSS 3, Adobe suits, Wire framing. 2.Should have experience in developing web content, web designing, creation of web pages, presentations and media files. 3.Experience in integration of Data visualization tools outputs with web user interface. |
| Required Educational Qualification of Consultants | B.Tech/BE/MCA/M.Tech/ ME/ M.Sc. Information Technology(IT)and related fields from an institution/ university recognized by the Govt. of India (OR) Masters in communication and media studies from an institution/ university recognized by the Govt. of India. |
| Position of the Consultant | Media and Web Developer |

Additional Specification Documents

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Number of Consultants / SMEs | Additional Requirement |
|-------|-----------------------------|---|------------------------------|--|
| 1 | Navneet Kumar Chopra | 110001,Public Financial Management System (PFMS), 3rd floor and 4th Floor, Shivaji Stadium Annexe, Connaught Place, New Delhi | 1 | <ul style="list-style-type: none"> Duration of Hiring of Consultant/SME in months During the Contract Period : 36 |

Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

The terms and conditions are stipulated in the attached bid document. (Detailed Terms of Reference)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and

conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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

---Thank You---