

**Government of India  
Ministry of Finance,  
Department of Expenditure  
Office of Controller General of Accounts  
Mahalekha Niyantrak Bhawan,  
E-Block, GPOA Complex, INA,  
New Delhi. 110023**

No. A-99012/1/2020-Admin-CGA (Part-1) / 116


Dated 11.06.2020

**CORRIGENDUM**

**Sub.:- Consolidated Pre-Bid Queries & Replies on Tender for Hiring 158 IT Professionals in the Office of CGA.**

Appropos Notice Inviting Tender (NIT) regarding providing 158 IT professionals for IT Projects Development and implementation, uploaded on 13.05.2020, the Consultancy and Evaluation Committee has approved the Consolidated Pre-Bid Queries & Replies.

The replies to queries are attached .



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## Consolidated Sheet-Pre-Bid Queries & Replies on Tender for Hiring 158 IT Manpower for Systems Group, Office of CGA

Company	S.No	RFP Section No	Clause No	RFP Page No	Content of RFP Requiring Clarification	Clarification Sought/Query	O/o CGA's Reply to Pre-Bid Query Revised
Wipro	1	5 Section V: Eligibility & Evaluation: Process and Criteria	5	17	5. Sales Turnover from IT Consultancy / IT Advisory Services	Request you to modify the criteria as - 'Sales Turnover from IT Consultancy / IT Advisory Services/ IT Services'	This Tender document envisages IT services as sub-set of IT Consultancy / Advisory services which would exclude the supply of hardware, software licenses etc.
Wipro	2	5 Section V: Eligibility & Evaluation: Process and Criteria	7	20	7 Certifications - The bidder should have either of following for the past three financial years i.e FY 2016-17, 2017-18 and 2018-19: • Valid CMMI Level 5 • Valid ISO 27001:2016, ISO/IEC 20000 and ISO 9001:2008 (or above) as on bid submission date	Request you to modify the criteria as - 'The bidder should have either of following for the past three financial years i.e FY 2016-17, 2017-18 and 2018-19 as on the date of bid submission : • Valid CMMI Level 5 • Valid ISO 27001:2016, ISO/IEC 20000 and ISO 9001:2008 (or above) as on bid submission date'	The criteria shall stand as in Tender document.
Wipro	3	5 Section V: Eligibility & Evaluation: Process and Criteria	9	21	9. Technical Capability The bidder should be an .....	Request you to modify the criteria so as to being similarity in the Total Project Value for each sub-section, as given below- 'One e-Governance project of minimum -INR 40 Crores OR Two e - Governance projects of minimum - INR 20 Crores each OR Three e-Governance projects of minimum- INR 14 Crores each	The criteria shall stand as in Tender document.
Wipro	4	5 Section V: Eligibility & Evaluation: Process and Criteria	9	21	Documents required - Copy of work order/ client certificates. Completion certificates from the client; OR Work order+ Self certificate of completion with details	Most of our projects are under NDA and confidentiality, therefore request you to modify the criteria of documents as under - 'Copy of work order/ client certificates OR Completion certificates from the client; OR Work order + Self certificate of completion with details OR Self certificate of completion signed by Company Secretary/Authorised Signatory of the organisation'	The criteria shall stand as in Tender document. Sensitive information regarding project design part may be masked while submission.
Wipro	5	5 Section V: Eligibility & Evaluation: Process and Criteria	9	21	Documents required - Copy of work order/ client certificates. Completion certificates from the client; OR Work order+ Self certificate of completion with details	As our projects under NDA and confidentiality we will not be able to submit the client Name, Address and Contact details in Form - Tech 2.	The criteria shall stand as in Tender document.
Wipro	6	5 Section V: Eligibility & Evaluation: Process and Criteria	9	21	The bidder must have at least 500 qualified Software Engineers on the company's payroll	Request you to modify the criteria as - 'The bidder must have at least 500 qualified Software Engineers (B.E/ B.Tech/ M.Tech/ MCA / M.Sc -IT) on the company's payroll'	The criteria shall stand as in Tender document.

Wipro	7	Technical Evaluation Model	S.1	24	Profiles of Personnel submitted by the bidder (detailed breakup provided in subsequent tables)	It is understood that we have to provide one sample/indicative (not deployable) resume per functional designation as we will not be able to provide resumes for all 158 resources. After the award of the contract to the successful bidder the deployable profiles shall be provided.	The profiles for all 158 resources have to be provided, however at the time of actual award of contract, in case of the earlier presented profile resource having moved out / reallocated a matching profile will have to be provided by the successful bidder.
Wipro	8	Technical Evaluation Model	S.4	25	Documents required - Copy of work order/ client certificates. Completion certificates from the client; OR Work order+ Self certificate of completion with details	Most of our projects are under NDA and confidentiality, therefore request you to modify the criteria of documents as under - 'Copy of work order/ client certificates OR Completion certificates from the client; OR Work order + Self certificate of completion with details OR Self certificate of completion providing details of project, to signed by Company Secretary/Authorised Signatory of the organisation'	The criteria shall stand as in Tender document. Sensitive information regarding project design part may be masked while submission.
Wipro	9	Technical Evaluation Model	S.4	25	Documents required - Copy of work order/ client certificates. Completion certificates from the client; OR Work order+ Self certificate of completion with details	As our projects under NDA and confidentiality we will not be able to submit the client Name, Address and Contact details in Form - Tech 2.	The criteria shall stand as in Tender document. Sensitive information regarding project design part may be masked while submission.
Wipro	10	Section VII: Terms and Conditions	7	31	The requirement of manpower may increase or decrease during the period of contract. In case of changes in the requirement, the same shall be informed to the vendor	It is requested that the purchaser shall inform the shortlisted vendor at least 3 months in advance, prior to the requirement of change. Also inform the service provider about the quantum of change, whether increase or decrease	The criteria shall stand as in Tender document.
Wipro	11	7 Section VII: Terms and conditions	11	32	The O/o CGA assets will be protected against copy rights & IP rights will be protected by the bidders at all times. Company /Firm/Agency will not use any product design, information of nature of copy right and Intellectual Property of products developed by O/o CGA and shall not claim rights to any work done by assigned persons in O/o CGA.	It is understood that the tools and technologies required for the project shall be provided by the Purchaser/Employer. Pl confirm	Yes, the tools and technological platform licences shall be made available by Tendering authority.
Wipro	12	7 Section VII: Terms and conditions	19	34	The bills for payment shall be raised after making payment of salaries to the manpower employed for the preceding month. The payment of salary shall be made on the 1st working day of the succeeding month and the bill raised by the agency shall be supported by evidence of bank account transfer of salaries of persons assigned to project	We would like to put forward that our organisation has its rules and regulations in terms of payment of salary to our employees. Secondly we will not be able to furnish the evidence of transfer of salary of our employee, deputed at CGA, to CGA or employer as it is against the breach of the terms and conditions signed between the organisation and employee. Therefore request you to delete the following clause from the RFP Terms and conditions - <del>'The payment of salary shall be made on the 1st working day of the succeeding month and the bill raised by the agency shall be supported by evidence of bank account transfer of salaries of persons assigned to project'</del> .  However we can submit a letter confirming that the salary has been transferred to our employee deployed on CGA Project and suggest you to modify the clause accordingly.	<b>The criteria shall stand as in the Tender document. The certificate of payment of salary should indicate the stipulations regarding payment date and evidence of payments made on account of salaries.</b>

<b>Wipro</b>	13	7 Section VII: Terms and conditions	20	34	Vendor will be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to minimum wages/specified contract amount etc. in respect of the persons deployed by it in the O/o CGA. The Agency has to submit copy of deposit of EPF / ESI with concerned authorities every month as an evidence of payment in the accounts of persons deployed.	We would like to put forward that our organisation has it rules and regulations in terms of payment to manpower and statutory authorities and compliances. The statutory authorities and compliances is being made or done for all the employees of the organisation which will also cover the employees deputed at O/o CGA. Therefore we will be able to submit a letter confirming requirements of statutory authorities and compliances only. Request you to modify the clause accordingly.	The criteria shall stand as in Tender document.
<b>Wipro</b>	14	Annexure F - Integrity Pact Format	Annexure F	105	Annexure F - Integrity Pact Format	For adoption of Integrity Pact (IP) - CVC vide its letter no 007/VGL/003/295514 dated 28-09-2019 has circulated the Standard Operating Procedure for adoption of IP in Government Departments / Organisation. Request you to modify the IP format as defined by CVC.	The criteria shall stand as in Tender document.
<b>Wipro</b>	15	Annexure D: Technical Requirement for IT Manpower to be deployed by the successful bidder	I	84	Preferred Professional Qualification/Certification for Big Data Solution Architect	It is understood that against the functional designation, certification on any one, given under the head 'Preferred Professional Qualification/Certification' would be required. PI confirm	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.
<b>Wipro</b>	16	Annexure D: Technical Requirement for IT Manpower to be deployed by the successful bidder	II	85	Preferred Professional Qualification/Certification for Data Steward	It is understood that against the functional designation, certification on any one, given under the head 'Preferred Professional Qualification/Certification' would be required. PI confirm	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.
<b>Wipro</b>	17	Annexure D: Technical Requirement for IT Manpower to be deployed by the successful bidder	III	86	Preferred Professional Qualification/Certification for Senior Technical Project Manager	It is understood that against the functional designation, certification on any one, given under the head 'Preferred Professional Qualification/Certification' would be required. PI confirm	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.

<b>Wipro</b>	18	Annexure D: Technical Requirement for IT Manpower to be deployed by the successful bidder	IV	86	Preferred Professional Qualification/Certification for Sr. Database Administrator	It is understood that against the functional designation, certification on any one, given under the head 'Preferred Professional Qualification/Certification' would be required. PI confirm	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.
<b>Wipro</b>	19	Annexure D: Technical Requirement for IT Manpower to be deployed by the successful bidder	V	88	Preferred Professional Qualification/Certification for Technical Project Manager	It is understood that against the functional designation, certification on any one, given under the head 'Preferred Professional Qualification/Certification' would be required. PI confirm	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.
<b>Wipro</b>	20	Annexure D: Technical Requirement for IT Manpower to be deployed by the successful bidder	VI	88	Preferred Professional Qualification/Certification for Project Specialist	It is understood that against the functional designation, certification on any one, given under the head 'Preferred Professional Qualification/Certification' would be required. PI confirm	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.
<b>Wipro</b>	21	Annexure D: Technical Requirement for IT Manpower to be deployed by the successful bidder	VII	89	Preferred Professional Qualification/Certification for Sr. System Administrator	It is understood that against the functional designation, certification on any one, given under the head 'Preferred Professional Qualification/Certification' would be required. PI confirm	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.
<b>Wipro</b>	22	Annexure D: Technical Requirement for IT Manpower to be deployed by the successful bidder	VIII	90	Preferred Professional Qualification/Certification for Business Analyst	It is understood that against the functional designation, certification on any one, given under the head 'Preferred Professional Qualification/Certification' would be required. PI confirm	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.

<b>Wipro</b>	23	Annexure D: Technical Requirement for IT Manpower to be deployed by the successful bidder	IX	92	Preferred Professional Qualification/Certification for Test Lead	It is understood that against the functional designation, certification on any one, given under the head 'Preferred Professional Qualification/Certification' would be required. PI confirm	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.
<b>Wipro</b>	24	Annexure D: Technical Requirement for IT Manpower to be deployed by the successful bidder	X	93	Preferred Professional Qualification/Certification for Team Lead	It is understood that against the functional designation, certification on any one, given under the head 'Preferred Professional Qualification/Certification' would be required. PI confirm	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.
<b>Wipro</b>	25	Annexure D: Technical Requirement for IT Manpower to be deployed by the successful bidder	XI	94	Preferred Professional Qualification/Certification for Sr. Software Developer	It is understood that against the functional designation, certification on any one, given under the head 'Preferred Professional Qualification/Certification' would be required. PI confirm	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.
<b>Wipro</b>	26	Annexure D: Technical Requirement for IT Manpower to be deployed by the successful bidder	XI	94	Preferred Professional Qualification/Certification for Sr. Software Developer	It is understood that against the functional designation, certification on any one, given under the head 'Preferred Professional Qualification/Certification' would be required. PI confirm	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.
<b>Wipro</b>	27	Annexure D: Technical Requirement for IT Manpower to be deployed by the successful bidder	XII	95	Preferred Professional Qualification/Certification for Web Designer	It is understood that against the functional designation, certification on any one, given under the head 'Preferred Professional Qualification/Certification' would be required. PI confirm	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.

<b>Wipro</b>	28	Annexure D: Technical Requirement for IT Manpower to be deployed by the successful bidder	XIII	96	Preferred Professional Qualification/Certification for Database Administrator	It is understood that against the functional designation, certification on any one, given under the head 'Preferred Professional Qualification/Certification' would be required. PI confirm	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.
<b>Wipro</b>	29	Annexure D: Technical Requirement for IT Manpower to be deployed by the successful bidder	XIV	97	Preferred Professional Qualification/Certification for Quality Assurance Team Members	It is understood that against the functional designation, certification on any one, given under the head 'Preferred Professional Qualification/Certification' would be required. PI confirm	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.
<b>Wipro</b>	30	Annexure D: Technical Requirement for IT Manpower to be deployed by the successful bidder	XV	98	Preferred Professional Qualification/Certification for Tester	It is understood that against the functional designation, certification on any one, given under the head 'Preferred Professional Qualification/Certification' would be required. PI confirm	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.
<b>Wipro</b>	31	Annexure D: Technical Requirement for IT Manpower to be deployed by the successful bidder	XVI	99	Preferred Professional Qualification/Certification for BI Support Team (S/W Developer)	It is understood that against the functional designation, certification on any one, given under the head 'Preferred Professional Qualification/Certification' would be required. PI confirm	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.
<b>Wipro</b>	32	Annexure D: Technical Requirement for IT Manpower to be deployed by the successful bidder	XVII	100	Preferred Professional Qualification/Certification for Software Developer	It is understood that against the functional designation, certification on any one, given under the head 'Preferred Professional Qualification/Certification' would be required. PI confirm	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.

<b>Wipro</b>	33	Annexure D: Technical Requirement for IT Manpower to be deployed by the successful bidder	XVIII	101	Preferred Professional Qualification/Certification for System Administrator	It is understood that against the functional designation, certification on any one, given under the head 'Preferred Professional Qualification/Certification' would be required. PI confirm	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.
<b>Wipro</b>	34	Annexure D: Technical Requirement for IT Manpower to be deployed by the successful bidder	XIX	102	Preferred Professional Qualification/Certification for Senior Technical Support	It is understood that against the functional designation, certification on any one, given under the head 'Preferred Professional Qualification/Certification' would be required. PI confirm	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.
<b>Wipro</b>	35	Annexure D: Technical Requirement for IT Manpower to be deployed by the successful bidder	XX	102	Preferred Professional Qualification/Certification for Technical Document Writer	It is understood that against the functional designation, certification on any one, given under the head 'Preferred Professional Qualification/Certification' would be required. PI confirm	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.
<b>Wipro</b>	36	Annexure D: Technical Requirement for IT Manpower to be deployed by the successful bidder	XXI	104	Preferred Professional Qualification/Certification for Technical Support Engineer	It is understood that against the functional designation, certification on any one, given under the head 'Preferred Professional Qualification/Certification' would be required. PI confirm	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.
<b>Wipro</b>	37	Technical Evaluation Model	S.4	23	S.4 Handling of projects of similar size and nature in both Government and Non-Government domains	Request you to modify the criteria as - 'S.4 Handling of projects of similar size and nature (including e-governance projects) in both Government and Non-Government domains'	The phrase nature of project is already adhering to request made hence the criteria shall stand as in Tender document.



Wipro	38	Annexure D: Technical Requirement for IT Manpower to be deployed by the successful bidder	I to XXI	84 to 105	21 profiles with different Functional Designation given in RFP	It is understood that all these profiles are required for design & implementation and none of the profile is required to Support/Operations and Maintenance, as the resources during these phases would have different role and KRA. It is requested to clarify and elaborate whether these profiles are required for implementation or support because responsibility area for them is very different.	The various ongoing projects of O/o CGA are at various stages of System Development Life Cycle. While some are at design and development stage, there are some projects which require production support only. Hence the requirement is a mix of all types.
Wipro	39	Annexure D: Technical Requirement for IT Manpower to be deployed by the successful bidder	I to XXI	84 to 105	21 profiles with different Functional Designation given in RFP	In the responsibility area for all profiles (given in RFP for different functional designation) it is been mentioned that ".... Achievement of critical performance metrics including all required Service Level Requirements (SLRs) on a 24x7 basis are a key focus of this position....". However SLR have not been provided in the RFP. Pl clarify the same for each profile.	The service level requirements shall be made clear to the resources at time of deployment.
Wipro	40	TECHNICAL REQUIREMENT FOR IT MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL BIDDER	XXI	104	<b>Technical Support Engineer</b> Preferred Professional Qualification/Certification:- Certificate in Dot Net/JavaScript Programming, Certified Software Quality Professional, ITIL Foundation and above, Certificate in JavaScript, HTML and CSS, Certificate In IT Service Management 150::20001. Experience:- Total 3+ years' experience in Windows Desktop Support and Microsoft products knowledge including Windows 7, Windows 8, MS-Office etc. Experience with	The qualification and experience asked are different for Technical Support Engineer. As per the experience asked, the qualification/certification should be removed. Qualification and certificate should be related to generic hardware and software.	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.
Wipro	41	General			No. of users to support by Technical Support Engineer	Kindly clarify the no. of users to be supported by technical support engineer and also the no. of locations.	The number of users has an expanding base and would apply for internal CGA office technical support while the location being New Delhi.
Wipro	42	Annexure D		81, 82	Resource Location	What are the Location of working of these resources? Also clarify wrt clause 2.1.6 on page 41 of RFP, provide the location from where manpower/resources will be deployed by the service provider. In case the location is provided after the shortlisting of service provider other than O/o CGA in New Delhi, additional charges would need to be paid by CGA.	Deployment location shall be New Delhi for large majority of resources, however during initial handholding and KT period some may be deployed at NIC, Pune as well.
Wipro	43	Requirement for IT Manpower		84	Resource skillset	JD of Big Data Architect does not mention working on Hadoop or Cloud. Please clarify if the architect needs to design, work on Hadoop, Cloud platforms	Yes, same would be desirable.

Wipro	44	Requirement for IT Manpower		100	Resource skillset	BI S/W Developer mentions that the resource should be able to develop on SSIS, which is the ETL Tool as the architect JD mentions ab-initio	The design and programming skills across platforms are more or less based upon design logic which is akin across platforms, hence work done in some but not all technological areas asked for, shall be considered.
Wipro	45	Skillset, Qualification and Exp		94	Resource skillset	In Experience section of Skill Categories, there is mention of various different technologies stack like, .NET, SharePoint, PHP, Android SDK, BizTalk etc. same profile. It is nearly impossible to find a single resource with experience in all the technology skillsets. Kindly clarify the requirement on specific skill requirements at the time of bidding and also to ensure that various different technology stacks as given above are taken care by CGA.	The design and programming skills across platforms are more or less based upon design logic which is akin across platforms, hence work done in some but not all technological areas asked for, shall be considered. The O/o CGA deploys largely platforms of Microsoft for its various applications and projects, same may be kept in mind while submitting profiles.
Wipro	46	FORM TECH-3	a	78	a) Technical Approach and Methodology	Please confirm object, approach and methodology asked here is in terms of T&M engagement like demand prediction, resource planning, onboarding etc. or is it from project execution point of view like requirement gathering, <del>design implementation etc</del>	It is largely from Project Execution point of view while having some aspects of T&M engagement.
Wipro	47	FORM TECH-3	b) and c)	78	b) Work Plan c) Organization and Staffing	Creating a precise work plan requires estimation of the project and estimation requires clear cut spell out of requirement, functional requirement in detail in RFP. Without these details, Work Plan can be very indicative and may or may not be as per the expectations of CGA. Same shall be the case with Team Structure. Please clarify and <del>provide details</del>	The details of various ongoing projects and some pipeline projects are annexed at Annexure A.
Wipro	48	6		30	Applications - Compact , eLekha, RAMs etc	Please share details of applications, their functional requirements, their current phase (Development / support phase), no of people deployed for each application phase wise etc. Also, please share the execution methodology, Release planning process, Deliverables expected. How old are the applications? PI provide these details to provide the information asked in Tech Form -3, primarily.	The details of various ongoing projects and some pipeline projects are annexed at Annexure A.
Wipro	49	7.4		31	Contract Start Date	Request for minimum 12 weeks of lead time. And will all resources be required from the start of Contract? How will the transition happen? Will the transition happen from Existing Vendor or thru self study of the documents? Are existing documents up to date? Please clarify and provide <del>details</del>	The timelines shall stand as in Tender document. <b>The transition shall be with both resources of existing vendor as well as through updated documents.</b>
Wipro	50				Work From Home	Are resources allowed to Work from Home on need basis? Especially during Covid-19, or in any other scenario of <del>pandemic</del> . PI clarify	As per Government of India's extant guidelines.

Wipro	51			3	Depending upon the administrative requirement of CGA and review of performance the contract may also be extended subsequently for one year at a time for a maximum duration of two years.	Depending upon the administrative requirement of CGA and review of performance the contract may also be extended subsequently for one year at a time for a maximum duration of two years <b>if mutually agreed upon.</b>	No comments
Wipro	52	Tender for providing 158 Information Technology (IT) Professionals for O/o Controller General of Accounts	1	4	The contract will be initially for a period of three years. However, depending upon the administrative requirement of CGA and review of performance the contract may be extended subsequently for one year at a time for a maximum duration of two years.	The contract will be initially for a period of three years. However, depending upon the administrative requirement of CGA and review of performance the contract may be extended subsequently for one year at a time for a maximum duration of two years <b>if mutually agreed upon.</b>	No comments
Wipro	53	Tender for providing 158 Information Technology (IT) Professionals for O/o Controller General of Accounts	1	4	The profiles, qualifications and quantities of the required IT professionals is as per Annexure ... the quantum of the IT professionals may undergo a change in future as per the requirements of the Department at a particular point of time	The profiles, qualifications and quantities of the required IT professionals is as per Annexure ... the quantum of the IT professionals may undergo a change in future as per the requirements of the Department at a particular point of time. <b>Any changes made in the scope/requirement shall be at an additional cost to Office of CGA.</b>	This is implied and hence the phrase of Tender document shall stand. However the additional cost will be only for extra resources hired in line with guidelines laid down in Manual of Procurement of Services by Department of Expenditure, Ministry of Finance.
Wipro	54	Tender for providing 158 Information Technology (IT) Professionals for O/o Controller General of Accounts	5	5	The EMD so submitted shall be valid for 165 days. The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage)/Financial Bid (Second Stage) shall be returned in original to them without any interest	The EMD so submitted shall be valid for <del>165</del> 30 days. The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage)/Financial Bid (Second Stage) shall be returned in original to them without any interest <b>immediately on finalizing the successful bidder.</b>	The criteria shall stand as in Tender document.
Wipro	55	Section III: Schedule of Tender Document	3	6	Bid validity required - 120 days from the date of submission of response of the Tender	120 30 days from the date of submission of response of the T	The criteria shall stand as in Tender document.
Wipro	56	Validity of the Bids	11	12	The Bids should be valid for 120 days from the date of opening of Tenders.	The Bids should be valid for 120 30 days from the date of opening of Tenders.	The criteria shall stand as in Tender document.

Wipro	57	Financial Bid:	14	12	The EMO so submitted shall be valid for bid validity period plus 45 days i.e. for 165 (120 + 45) days. EMO or unsuccessful bidders shall be returned, without any interest, within one month after issue of the work order to the selected bidder or when the selection process is cancelled by Tendering Authority. The selected bidder's Earnest Money shall be returned, without any interest upon the selected bidder's accepting the work order and furnishing the Performance in accordance with provision of this Tender and work order.	The EMD so submitted shall be valid for bid validity period plus 45 days i.e. for 165 75 (120 30 + 45) days. EMD of unsuccessful bidders shall be returned, without any interest, within one month after finalizing the successful bidder issue of the work order to the selected bidder or when the selection process is cancelled by Tendering Authority whichever is earlier. The selected bidder's Earnest Money shall be returned, without any interest upon the selected bidder's accepting the work order and furnishing the Performance in accordance with provision of this Tender and work order.	The criteria shall stand as in Tender document.
Wipro	58	Financial Bid:	15	13	The Tendering Authority will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to the Tendering Authority in regard to the Tender without prejudice to Tendering Authority's any other right or remedy under the following conditions:  c. If a bidder engages in any corrupt, fraudulent, coercive, undesirable or restrictive practice as envisaged under this Tender; d. If any bidder withdraws Its bid during the period of its validity as specified in this Tender and as extended by the bidder from time to time; e. In the case of the selected bidder, if the selected bidder fails to accept the work order or provide the Performance Security within the specified time limit; or f. If the bidder commits any breach of any term or conditions of this Tender or is found to have made a false representation to the Tendering Authority.	<del>The Tendering Authority will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to the Tendering Authority in regard to the Tender without prejudice to Tendering Authority's any other right or remedy under the following conditions:</del>  <del>c. If a bidder engages in any corrupt, fraudulent, coercive, undesirable or restrictive practice as envisaged under this Tender;</del> <del>d. If any bidder withdraws Its bid during the period of its validity as specified in this Tender and as extended by the bidder from time to time;</del> <del>e. In the case of the selected bidder, if the selected bidder fails to accept the work order or provide the Performance Security within the specified time limit; or</del> <del>f. If the bidder commits any breach of any term or conditions of this Tender or is found to have made a false representation to the Tendering Authority.</del>	The criteria shall stand as in Tender document.
Wipro	59	Disqualification	19.i	14	The information submitted in the Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any;	The information submitted in the Technical Proposal is found to be misrepresented, incorrect or false, <b>intentionally or wilfully</b> accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any;	The criteria shall stand as in Tender document.
Wipro	60	Disqualification	19.L	15	Bidder fails to deposit the Performance Security Deposit (PSD) or fails to enter into a contract within 30 working days of the date of notice of award or within such extended period, as may be specified by Tendering authority;	Bidder fails to deposit the Performance Security Deposit (PSD) or fails to enter into a contract within 30 45 working days of the date of notice of award or within such extended period, as may be specified by Tendering authority;	The criteria shall stand as in Tender document.

Wipro	61	Conflict of Interest	20	15	<p>Conflicting activities: Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by Tendering authority to provide goods, works, or nonconsulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services.</p> <p>Conflict among consulting assignments: A bidder or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the bidder for the same or for another Client</p>	<p>Conflicting activities: Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by Tendering authority to provide goods, works, or nonconsulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services.</p> <p>Conflict among consulting assignments: A bidder or any of its affiliates shall not be hired for any assignment that by its nature, may be in conflict with another assignment of the bidder for the same or for another Client.</p>	The criteria shall stand as in Tender document.
Wipro	62	Section V: Eligibility & Evaluation: Process and Criteria	5	17	<p>The period of the contract may be further extended provided the requirement of the O/o CGA for the above manpower persists at that time, or may be curtailed/ terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency or otherwise for administrative reasons.</p>	<p>The period of the contract may be further extended provided <del>the requirement of the O/o CGA</del> if mutually agreed upon for the above manpower persists at that time, or may be curtailed/ terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency or otherwise for administrative reasons.</p> <p>Office of CGA, shall give 90 days' notice to the Bidder for cure period. In the event of termination office of CGA to provide 30 days' notice period and shall pay service provider for goods delivered and services rendered till the</p>	The criteria shall stand as in Tender document.
Wipro	63	Section V: Eligibility & Evaluation: Process and Criteria	5	17	<p>The Tendering authority or the person Authorized by the Tendering authority, however reserves the right to terminate this initial contract at any time after giving one-month notice to the selected Company/Firm/Agency.</p>	<p>The Tendering authority or the person Authorized by the Tendering authority, however Either party reserves the right to terminate this initial contract at any time after giving one-month notice to the selected Company/Firm/Agency.</p> <p>Upon termination of this Agreement all rights and benefits granted by this Agreement shall revert to the respective parties and Bank shall pay all amounts due to the Bidder upto the effective date of termination, including for services rendered but not yet invoiced. There shall be no charges for termination of orders or for Services not yet provided and bidder shall not be held liable for the same. However, in the event of Bidder having back-end contracts with its Principals where Bidder has paid or is liable to pay any amounts to the Principal, the Bank shall not be entitled to such refund.</p>	The criteria shall stand as in Tender document.

Wipro	64	Section V: Eligibility & Evaluation: Process and Criteria	5	17	<p><b>8. Blacklisting: The Bidder should have not been convicted/ debarred:</b></p> <p><b>Any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.</b></p>	<p><b>8. Blacklisting: The Bidder should have not been convicted/ debarred:</b></p> <p><b><del>Any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.</del></b></p>	The criteria shall stand as in Tender document.
Wipro	65	Financial Bid evaluation:	2	27	<p>The Financial Bid shall contain the Consolidated Monthly Charges along with manpower role wise and number wise break-up for providing the services of IT Professional(s) on hire to the O/o CGA in respect of each of the domains in a category for which IT Professional are required/proposed for selection.</p>	<p>The Financial Bid shall contain the Consolidated Monthly Charges along with manpower role wise and number wise break-up for providing the services of IT Professional(s) on hire to the O/o CGA in respect of each of the domains in a category for which IT Professional are required/proposed for selection.</p> <p>The office of the CGA authority acknowledges that personnel to be provided by service provider represent a significant investment in recruitment and training, the loss of which would be detrimental to our business. In consideration of the foregoing, the Tendering authority agrees that for the term of this Agreement and for a period of one year thereafter, Tendering authority will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any service provider's employee, or induce any such individual to leave the employ of service provider. For purposes of this clause, a service provider's employee means any employee or person who has who has been involved in providing services under this Agreement.</p>	The criteria shall stand as in Tender document.
Wipro	66	Financial Bid evaluation:	2	27	<p>The cost/charges mentioned here shall be firm and include the total cost of providing the services, including all applicable duties &amp; taxes.</p>	<p>The cost/charges mentioned here shall be firm and include the total cost of providing the services, including all applicable duties &amp; taxes except Goods and services tax which is to be paid as per actuals The prices shall remain firm during the entire contract period. However, additional prices shall be charged for the services provided over the agreed services. 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 Tendering authority.</p>	The criteria shall stand as in Tender document.
Wipro	67	Financial Bid evaluation:	2.h	27	<p>Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications</p>	<p>Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications. <b>The prices shall remain firm during the entire contract period. However, additional prices shall be charged for the services provided over the agreed services.</b></p>	The criteria shall stand as in Tender document.
Wipro	68	Financial Bid evaluation:	2.h	27	<p>The bid price will include all taxes and levies and shall be in Indian Rupees</p>	<p>The bid price will include all taxes and levies except Goods and services tax which is to be paid as per actuals and shall be in Indian Rupees. 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 Tendering authority.</p>	The criteria shall stand as in Tender document.
Wipro	69	Financial Bid evaluation:	2.i	27	<p>Tendering authority reserves the right to ask the bidder to submit analysis of rate and data sheet for the rates quoted in the Commercial bid by the bidder</p>	<p><del>Tendering authority reserves the right to ask the bidder to submit analysis of rate and data sheet for the rates quoted in the Commercial bid by the bidder</del></p>	The criteria shall stand as in Tender document.

Wipro	70	Section VI: Scope of Work	5	30	The indicated numbers of each resource in Annexure D is Indicative and the actual requirements of manpower may increase or decrease depending upon the requirement of the O/o CGA. Any additional manpower so required will have to be provided by the selected bidder on the same terms and conditions	The indicated numbers of each resource in Annexure D is Indicative and the actual requirements of manpower may increase or decrease depending upon the requirement of the O/o CGA. Any additional manpower so required will have to be provided by the selected bidder on the <del>same</del> mutually agreed terms and conditions	The criteria shall stand as in Tender document.
Wipro	71	Section VI: Scope of Work	6	30	The scope of work shall not be limited to all of aforementioned but may extend to any IT platform related requirement of O/o CGA 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 O/o CGA in the Public Financial Management domain.	The criteria shall stand as in Tender document.
Wipro	72	Section VII: Terms and conditions	7	31	The O/o CGA shall have the right to inspect original documents of resources being deployed and/or to test the qualification and skills/competence of deployed resources to judge their conformity to the contract specification at no extra cost. The Tenderer will be bound by the details furnished to the O/o CGA while submitting the Tender or at subsequent stage. In case, any of such documents furnished is found to be false at any stage, it would be deemed to be a breach of terms of Contract, making it liable for legal action besides termination of contract and forfeiture of Performance Security Deposit.	The O/o CGA shall have the right to inspect original documents of resources being deployed and/or to test the qualification and skills/competence of deployed resources to judge their conformity to the contract specification at no extra cost. The Tenderer will be bound by the details furnished to the O/o CGA while submitting the Tender or at subsequent stage. In case, any of such documents furnished is found to be false at any stage, it would be deemed to be a breach of terms of Contract, making it liable for legal action besides termination of contract and forfeiture of Performance Security Deposit.	The criteria shall stand as in Tender document.
Wipro	73	Section VII: Terms and conditions	7	31	The contract shall commence within 15 days of date of receipt of acceptance of the work order or within 30 days from the date of issue of work order whichever is earlier, by the Company/Firm/Agency. The Contract shall continue for three years from thereon unless it is curtailed or terminated by the competent authority in the O/o the Controller General of Accounts, owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements, or for any other administrative reasons etc. Authority reserves right to terminate the contract during the period of contract after giving a month notice to the agency.	The contract shall commence within 12 weeks from the date of receipt of acceptance of the work order or within 16 weeks from the date of issue of work order whichever is earlier, by the Company/Firm/Agency (request you to modify the above at the other places in the RFP T&C's also). The Contract shall continue for three years from thereon unless it is curtailed or terminated by the competent authority in the O/o the Controller General of Accounts, owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements, or for any other administrative reasons etc. Authority Either party reserves right to terminate the contract during the period of contract after giving a month notice to the agency. Office of CGA, shall give 90 days' notice to the Bidder for cure period. In the event of termination shall pay service provider for goods delivered and services rendered till the date of termination.	The criteria shall stand as in Tender document.
Wipro	74	Section VII: Terms and conditions	5	31	The contract will be Initially for a period of three years. However, depending upon the administrative requirement of IT Projects O/o CGA and review of performance the contract may be extended subsequently for one year at a time for a maximum duration of two years	The contract will be Initially for a period of three years. However, depending upon the administrative requirement of IT Projects O/o CGA and review of performance the contract may be extended subsequently for one year at a time for a maximum duration of two years if mutually agreed upon	The criteria shall stand as in Tender document. Any extensions shall be in line with the extant Rules in this regard.

Wipro	75	Section VII: Terms and conditions	6	31	In case, the Company/Firm/ Agency is asked to provide a substitute and it fails do so within 21 (twenty one) days, then a penalty equal to 10% of the daily remuneration of the worker will be imposed on the agency, besides deduction of daily remuneration of the said IT proessional. The selected Company/Firm/Agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons	In case, the Company/Firm/ Agency is asked to provide a substitute and it fails do so within <del>21 (twenty one)</del> <b>45 (forty five)</b> days, then a penalty equal to <del>10%</del> <b>0.25% of the total contract value</b> of the daily remuneration of the worker will be imposed on the agency, besides deduction of daily remuneration of the said IT proessional. The selected Company/Firm/Agency shall immediately provide a substitute <b>within 45 days</b> in the event of any person leaving the job due to his/her personal reasons or <b>any reason beyond the control of the bidder. Notwithstanding anything else to the contrary , the overall penalties including Liquidated damages shall be capped to 3% of the overall contract value and the capping for each month shall be 3% of the monthly invoice.</b>	The criteria shall stand as in Tender document.
Wipro	76	Section VII: Terms and conditions	8	31	The requirement of manpower may increase or decrease during the period of contract. In case of changes in the requirement, the same shall be informed to the vendor. The Company/Firm/ Agency shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons .The payment in respect of the overlapping period of the substitute shall be the responsibility of the Company/Firm/ Agency.	The requirement of manpower may increase or decrease during the period of contract. In case of changes in the requirement, the same shall be informed to the vendor. The Company/Firm/ Agency shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. <b>A person leaving the job, if not known to the company or if it is beyond the control of the bidders's purview, there shall be a substitute within 45 days.</b> The payment in respect of the overlapping period of the substitute shall be the responsibility of the Company/Firm/ Agency.	The criteria shall stand as in Tender document.
Wipro	77	Section VII: Terms and conditions	11	31	<b>The 0/o CGA assets will be protected against copy rights &amp; IP rights will be protected by the bidders at all time. Company/Firm/Agency will not use any product design, information of nature of copy right and Intellectual Property of products developed by 0/o CGA and shall not claim rights to any work done by assigned persons In 0/o CGA</b>	<b>The 0/o CGA assets will be protected against copy rights &amp; IP rights will be protected by the bidders at all time. Company/Firm/Agency will not use any product design, information of nature of copy right and Intellectual Property of products developed by 0/o CGA without the prior consent of CGA and shall not claim rights to any work done by assigned persons In 0/o CGA.</b>	The criteria shall stand as in Tender document.



Wipro	78	Section VII: Terms and conditions	13	31	For all intents and purposes the service providing agency/vendor shall be the "Employer" within the meaning of different legislations in respect of manpower so employed and deployed in the IT Projects O/o CGA. The period of training, leave, sick leave etc. leading to absence from duty of assigned person will not be paid by O/o CGA and bill payment will be submitted accordingly. Vendor shall be required to maintain daily attendance/ leave report in the format as prescribed by O/o CGA. If a deployed resource is on leave then the vendor shall provide a suitable substitute of equivalent qualification Any breach of trust by the person engaged by contractor will lead to immediate cessation of service of person and any loss caused to project will be recovered from vendor.	For all intents and purposes the service providing agency/vendor shall be the "Employer" within the meaning of different legislations in respect of manpower so employed and deployed in the IT Projects O/o CGA. The period of training, leave, sick leave etc. leading to absence from duty of assigned person will not be paid by O/o CGA and bill payment will be submitted accordingly. Vendor shall be required to maintain daily attendance/ leave report in the format as prescribed by O/o CGA. If a deployed resource is on leave then the vendor shall provide a suitable substitute of equivalent qualification Any breach of trust by the person engaged by contractor will lead to immediate cessation of service of person and any loss caused to project will be recovered from vendor. <b>No LD or penalty will be applicable the person(s) deployed who are on training/leave/sick leave etc.</b>  It is also mentioned in Appendix C - Duties of the Firm/agencies/Consultant that - The IT Professionals provided by the Company shall be entitled for casual leave and public holidays as applicable to Government personnel. <b>Pl clarify</b>	The criteria shall stand as in Tender document. The terms mentioned in Appendix C shall apply. Substitute is required for resources proceeding on long leave beyond two weeks period.
Wipro	79	Section VII: Terms and conditions	14	31	It will be the responsibility of the contract or to meet transportation, medical and any other requirements in respect of the persons deployed by it in the O/o CGA. The O/o CGA will have no liability in this regard. The Service providing Company/Firm/Agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. The O/o CGA shall, in no way be responsible for settlement of such issues whatsoever. The O/o CGA shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment of any compensation towards this.	It will be the responsibility of the contract or to meet transportation, medical and any other requirements in respect of the persons deployed by it in the O/o CGA. The O/o CGA will have no liability in this regard. The Service providing Company/Firm/Agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. The O/o CGA shall, in no way be responsible for settlement of such issues whatsoever. The O/o CGA shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment of any compensation towards this, <b>unless the same has occurred due to gross negligence or wilful misconduct from the part of the CGA.</b>	The criteria shall stand as in Tender document.
Wipro	80	Section VII: Terms and conditions	16	31	In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise in any capacity in the O/o CGA.	In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise in any capacity in the O/o CGA. <b>Office of CGA, shall give 90 days' notice to the Bidder for cure period. In the event of termination office of CGA to provide 30 days' notice period and shall pay service provider for goods delivered and services rendered till the date of termination.</b>	The criteria shall stand as in Tender document.

Wipro	81	Section VII: Terms and conditions	17	31	<p>O/o Controller General of Accounts is a Central Government Office and has five days working (i.e. Monday to Friday) in a week from 9.00 AM to 5.30 PM with a lunch break of Y, hr from 1.00 PM to 1.30 PM. However, O/o CGA has staggering/Shiř system to cater to the requirements of service and works on all holidays to provide operational support. No additional payment shall be made if the person deployed to work additional hours on account of office exigency. Besides this, O/o CGA observes the holidays notified by the Government of India from time to time. The manpower is required to work from Monday to Friday and may have to attend to exigency of work - when instructed to. Attendance of the person deployed will be monitored through Biometric Attendance System. Resources assigned to O/o CGA will ordinarily work during the office hours notified by the Government. However, to attend to exigencies of work, assigned resources may be required to attend office beyond notified hours without any additional charges</p>	<p>O/o Controller General of Accounts is a Central Government Office and has five days working (i.e. Monday to Friday) in a week from 9.00 AM to 5.30 PM with a lunch break of Y, hr from 1.00 PM to 1.30 PM. However, O/o CGA has staggering/Shiř system to cater to the requirements of service and works on all holidays to provide operational support. <del>No</del> Additional payment shall be made if the person deployed to work additional hours on account of office exigency. Besides this, O/o CGA observes the holidays notified by the Government of India from time to time. The manpower is required to work from Monday to Friday and may have to attend to exigency of work - when instructed to. Attendance of the person deployed will be monitored through Biometric Attendance System. Resources assigned to O/o CGA will ordinarily work during the office hours notified by the Government. However, to attend to exigencies of work, assigned resources may be required to attend office beyond notified hours. <b>Any time/ day beyond the working hours or on days of holidays, the resources deployed shall be paid as per attendance captured and additional amount.</b></p>	The criteria shall stand as in Tender document. No additional amount shall be paid for any extra effort related to projects.
Wipro	82	Section VII: Terms and conditions	19	34	<p>The Company/Firm/Agency shall raise the bill, in triplicate, along with attendance sheet performance report and submit the same to the Sr. Accounts Officer (Administration), O/o CGA, Mahalekha Niyantrak Bhawan, GPO Complex, INA Colony, New Delhi-110023 in the first week of the succeeding month. The bills for payment shall be raised after making payment of salaries to the manpower employed for the preceding month. The payment of salary shall be made on the 1st working day of the succeeding month and the bill raised by the agency shall be supported by evidence of bank account transfer of salaries of persons assigned to project.</p>	<p>The Company/Firm/Agency shall raise the bill, in triplicate, along with attendance sheet performance report and submit the same to the Sr. Accounts Officer (Administration), O/o CGA, Mahalekha Niyantrak Bhawan, GPO Complex, INA Colony, New Delhi-110023 in the first week of the succeeding month. The bills for payment shall be raised after making payment of salaries to the manpower employed for the preceding month. <del>The payment of salary shall be made on the 1st working day of the succeeding month and the bill raised by the agency shall be supported by evidence of bank account transfer of salaries of persons assigned to project.</del></p>	The criteria shall stand as in Tender document.
Wipro	83	Section VII: Terms and conditions	20	34	<p>Vendor will be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to minimum wages/specified contract amount etc. i n respect of the persons deployed by it in the O/o CGA. The Agency has to submit copy of deposit of EPF / ESI with concerned authorities every month as an evidence of payment in the accounts ot persons deployed. The Tendering agency shall also liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the O/o CGA to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.</p>	<p>Vendor will be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to minimum wages/specified contract amount etc. i n respect of the persons deployed by it in the O/o CGA. The Agency has to submit copy of deposit of EPF / ESI with concerned authorities every month as an evidence of payment in the accounts ot persons deployed. The Tendering agency shall also liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the O/o CGA to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.</p>	The criteria shall stand as in Tender document.

Wipro	84	Section VII: Terms and conditions	21	34	The Tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of the O/o CGA or any other authority under law. The Tax Deduction at Source (TOS) shall be deducted as per the provisions of the relevant law, as amended from time to time and a certificate to this effect shall be provided to the agency by the O/o CGA. The provisions of The Information Technology Act (IT Act) as amended from time to time will be applicable to the vendor and the assigned employees to O/o CGA	<del>The Tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of the O/o CGA or any other authority under law. The Tax Deduction at Source (TOS) shall be deducted as per the provisions of the relevant law, as amended from time to time and a certificate to this effect shall be provided to the agency by the O/o CGA. The provisions of The Information Technology Act (IT Act) as amended from time to time will be applicable to the vendor and the assigned employees to O/o CGA</del>	The criteria shall stand as in Tender document.
Wipro	85	Section VII: Terms and conditions	22	35	In case, the Tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the O/o CGA is put to any loss/obligation, the O/o CGA will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.	In case, the Tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the O/o CGA is put to any loss/obligation, the O/o CGA will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.	The criteria shall stand as in Tender document.
Wipro	86	Arbitration	24	35	O/o CGA and the selected vendor shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute arises between parties on aspects not covered by this agreement, or the construction or operation thereof, or the right, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to the arbitrator as appointed by Jt. CGA, GIFMIS and the award of the arbitration, as the case may be, shall be final and binding on both the parties.	O/o CGA and the selected vendor shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute arises between parties on aspects <del>not covered</del> under by this agreement, or the construction or operation thereof, or the right, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to the arbitrator as appointed by <del>Jt. CGA, GIFMIS</del> both the parties mutually and the award of the arbitration, as the case may be, shall be final and binding on both the parties.	The criteria shall stand as in Tender document.
Wipro	87	Applicable Law	25	35	The work order will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing	The work order will be governed by the laws and procedures established <del>under the applicable laws of India by Govt. of India</del> , within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing	The criteria shall stand as in Tender document.
Wipro	88	Form of Contract	1	38	The "Authority/Employer" has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract	The "Authority/Employer" has accepted the offer of the Consultant to provide the services on the <del>mutually agreed</del> terms and conditions set forth in this Contract	The criteria shall stand as in Tender document.
Wipro	89	General Conditions (Definitions)	2	40	"Contract" means the Contract signed by the Ponies and all the attached documents listed in its Clause I that is this General Conditions (GC), the Special Conditions (SC). and the Appendices	"Contract" means the Contract <del>mutually</del> signed by the Ponies and all the attached documents listed in its Clause I that is this General Conditions (GC), the Special Conditions (SC). and the Appendices	The criteria shall stand as in Tender document.

Wipro	90	Measures to be taken by the Employer	1.2	42	(b) The Employer may also sanction against the Consultant including debarring the Consultant ineligible. either indefinitely or for a stated period of time. to be awarded a contract if it at any time determines that the Consultant has directly or through an agent engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing an Employer-financed contract.	(b) The Employer may also sanction against the Consultant including debarring the Consultant ineligible. <del>either indefinitely or</del> for a stated period of time to be awarded a contract if at any time determines that the Consultant has directly or through an agent engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing an Employer-financed contract.	The criteria shall stand as in Tender document.
Wipro	91	Expiration of Contract	2.2.4	43	Unless terminated earlier pursuant to Clause GC 2.9 hereto or extended depending upon the administrative requirement of CGA and review of performance, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.	Unless terminated earlier pursuant to Clause GC 2.9 hereto or extended <del>on mutual decision</del> depending upon the administrative requirement of CGA and review of performance, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.	The criteria shall stand as in Tender document.
Wipro	92	Force Majeure:	2.2.7.	44	For the purposes of this Contract. "Force Majeure" means an event which is beyond the reasonable control of a Party. is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance. and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes. but is not limited to. war. riots. civil disorder. earthquake. fire. explosion. storm. flood or other extreme adverse weather conditions. strikes. lockouts or other industrial action (except where such strikes. lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.	For the purposes of this Contract. "Force Majeure" means an event which is beyond the reasonable control of a Party. is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance. and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes. but is not limited to war, riots, civil disorder, earthquake, fire, explosion. storm, flood, <b>epidemics, pandemics</b> or other extreme adverse weather conditions. strikes. lockouts or other industrial action (except where such strikes. lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.	The criteria shall stand as in Tender document. Government from time to time <b>considers declaring specific events</b> as Force Majeure and same shall apply as and when notified by Government of India.
Wipro	93	Suspension	2.2.8.	45	The Employer may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services. provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure. if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.	The Employer may, by written notice of suspension to the Consultant, suspend all payments to the Consultant <b>for the work not performed of the future in the tenure of the contract</b> hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services. provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure. <del>if capable of being remedied,</del> within a period not exceeding <del>thirty (30)</del> <b>ninety (90)</b> days after receipt by the Consultant of such notice of suspension. <b>In the event of termination office of CGA to provide 30 days' notice period and shall pay service provider for goods delivered and services rendered till the date of termination.</b>	The criteria shall stand as in Tender document.

Wipro	94	Termination (a to f)	2.9.1.	45	<p>(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove. within thirty (30) days of receipt of such notice of suspension or within such further period as the "Employer may have subsequently approved in writing.</p> <p>(b) If the Consultant becomes (or. if the Consultant consists of more than one entity, if any of its Member, becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 2.8 hereof.</p> <p>(d) If the Consultant, in the judgment of the "Employer", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.</p> <p>(e) If the Consultant submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "Employer".</p> <p>(f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer</p>	<p>(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove. within <del>thirty (30)</del> <b>ninety (90)</b> days of receipt of such notice of suspension or within such further period as the "Employer may have subsequently approved in writing.</p> <p>(b) If the Consultant becomes (or. if the Consultant consists of more than one entity, if any of its Member, becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 2.8 hereof.</p> <p>(d) If the Consultant, <del>in the judgment of the "Employer"</del>, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.</p> <p>(e) If the Consultant submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "Employer".</p> <p>(f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer</p> <p><b>In the event of termination office of CGA to provide 30 days' notice period and shall pay service provider for goods delivered and services rendered till the date of termination.</b></p>	The criteria shall stand as in Tender document.
Wipro	95	Termination (g and h)	2.9.1.	45	<p>(g) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultant Monitoring Committee (C'MC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services. the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.</p> <p>(h) If as the result of Force Majeure. the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p>	<p>(g) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultant Monitoring Committee (C'MC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services. the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.</p> <p>(h) If as the result of Force Majeure. the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. <b>In the event of termination office of CGA to provide 30 days' notice period and shall pay service provider for goods delivered and services rendered till the date of termination.</b></p>	The criteria shall stand as in Tender document.

Wipro	96	Termination for convenience (i)	2.9.1.	45	<p>If the "Employer". in its sole discretion and for any reason whatsoever. decides to terminate this Contract. In such an occurrence' the Employer- shall give a not less than thirty (30) days- written notice of termination to the Consultants. and sixty ( 60) days- in case of the event referred to in (f).</p>	<p>If the "Employer". in its sole discretion and for any reason whatsoever. decides to terminate this Contract. In such an occurrence' the Employer- shall give a not less than thirty-<del>(30)</del> (90) days- written notice of termination to the Consultants. and sixty ( 60) days- in case of the event referred to in (f).</p> <p>In the event of termination the employer shall pay consultant for goods delivered and services rendered till the date of termination.</p> <p>The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination, the goods shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <p>(a) To have any portion completed and delivered at the Contract terms and prices ; or</p> <p>(b) To cancel the remainder and pay to the Supplier an agreed amount as per the Terms &amp; conditions of the contract for partially completed Goods and for materials and parts previously procured or services rendered by the Supplier</p>	The criteria shall stand as in Tender document.
Wipro	97	Payment upon Termination:	2.2.9.5	47	<p>(a) If the Contract is terminated pursuant to Clause 2.9.1 or 2.9.2, remuneration pursuant to Clause GC 2.6 hereof for Services satisfactorily performed prior to the effective date of termination</p>	<p>(a) If the Contract is terminated pursuant to Clause 2.9.1 or 2.9.2, remuneration pursuant to Clause GC 2.6 hereof for Services satisfactorily performed prior to the effective date of termination</p>	The criteria shall stand as in Tender document.
Wipro	98	Payment upon Termination:		47	<p>(b) If the agreement is terminated pursuant of Clause 2.9. 1, the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it. if such part is of economic utility to the Employer. Applicable Under such circumstances. upon termination. the Employer may also impose liquidated damages as per the provisions of this agreement. The consultant will be required to pay any such liquidated damages to Employer within 30 days of termination date.</p>	<p>(b) If the agreement is terminated pursuant of Clause 2.9. 1, the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it. if such part is of economic utility to the Employer. Applicable Under such circumstances. upon termination. the Employer may also impose liquidated damages as per the provisions of this agreement. The consultant will be required to pay any such liquidated damages to Employer within <del>30</del> 90 days of termination date. Notwithstanding anything else to the contrary , the overall penalties including Liquidated damages shall be capped to 3% of the overall contract value and the capping for each month shall be 3% of the monthly invoice.</p>	The criteria shall stand as in Tender document.

Wipro	99	Equipment and Materials Furnished by the Employer	2.3.6	50	Upon termination or expiration of this Contract. the Consultant shall make available 10 the .. Employer .. an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Employer's instructions.	Upon termination or expiration of this Contract. the Consultant shall make available 10 the .. Employer .. an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Employer's instructions. <b>In the event of termination office of CGA to provide 30 days' notice period and shall pay service provider for goods delivered and services rendered till the date of termination.</b>	The criteria shall stand as in Tender document.
Wipro	100	Conflict of Interest	2.3.2	48	<b>2.3.2.2.The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with it shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.</b>	<b>2.3.2.2.The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with it shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.</b>	The criteria shall stand as in Tender document.
Wipro	101	Confidentiality	2.3.3	49	As per RFP	<b>To be included:</b>  <b>However, during the term of this Agreement and post expiration/termination of the Agreement, the Consultant shall be entitled to use the project as reference for any future Bids with any Indian state or central government.</b>	The criteria shall stand as in Tender document.
Wipro	102	Removal and/or Replacement of Personnel	2.4.3	51	As per RFP	<b>The replacement of the personnel will be made within 45 days from the date of letter with equivalent qualification.</b>	The criteria shall stand as in Tender document.
Wipro	103	Terms of Payment:	2.6.1.3	53	The consolidated Monthly Charges shall be payable to the Firm/Service provider on closure of the month. after submission of a bill/invoice by the firm for the services provided and a certificate of Satisfactory Services issued by the O/o CGA.	The consolidated Monthly Charges shall be payable to the Firm/Service provider on closure of the month. after submission of a bill/invoice by the firm for the services provided and a certificate of Satisfactory Services issued by the O/o CGA.	The criteria shall stand as in Tender document.
Wipro	104	Arbitration	2.8.2	54	<b>In the case of dispute arising upon or in relation to or in connection.....In case of failure of the two arbitrators. appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators. the Presiding arbitrator shall be appointed by the Secretary of the Ministry/Department.</b>	<b>In the case of dispute arising upon or in relation to or in connection.....In case of failure of the two arbitrators. appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators. the Presiding arbitrator shall be appointed by the Secretary of the Ministry/Department.</b>	The criteria shall stand as in Tender document.

Wipro	105	Liquidated Damages	(vi)	55	The Employer shall levy Liquidated Damages if th.: Contractor delay,; the deployment of any professional from Lhe agreed deployment plan. The LD shall be levied at the rate of 0.02 % per day of the contracn,aluc for the position of the protcssional. The maximum limit for the Liquidated Damages shall be 10% of the contract value for the position of the professional in respect of which the deployment is delayed and Liquidated Damage is to be levied.	The Employer shall levy Liquidated Damages if th.: Contractor delay <b>beyond 30 days</b> , the deployment of any professional from Lhe agreed deployment plan. The LD shall be levied at the rate of <b>0.02% per day per week</b> of the contract value for the position of the professional. The maximum limit for the Liquidated Damages shall be <del>10%</del> <b>3%</b> of the contract value for the position of the professional in respect of which the deployment is delayed and Liquidated Damage is to be levied. <b>Notwithstanding anything else to the contrary , the overall penalties including Liquidated damages shall be capped to 3% of the overall contract value and the capping for each month shall be 3% of the monthly invoice.</b>	The criteria shall stand as in Tender document.
Wipro	106	Indemnificati on and Limitation of Liability	2.1	55	10.1. Subject to point 10.4 below. the Contractor (the "Inderrmifying Party") undenakes to indemnify. hold harmless the Employer (the "Indemnified Party") from and against and claims. liabilities. losses. expenses (including reasonable attorneys' fees), fees, penalties. taxes or damages (Collectively "Loss") on accouom of bodily injury, death or damage to tangible personal property arising in fovour of any person. corporation or other entity (including the Indemnified Party) atributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under this Agreement.	10.1. Subject to point 10.4 below the Contractor (the "Indemifying Party") undenakes to indemnify. hold harmless the Employer (the "Indemnified Party") from and against and claims. liabilities. losses. expenses (including reasonable attorneys' fees), fees, penalties. taxes or damages (Collectively "Loss") on account of bodily injury, death or <del>damage to tangible personal property</del> arising in fovour of any person. corporation or other entity (including the Indemnified Party) atributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under this Agreement.	The criteria shall stand as in Tender document.
Wipro	107	Indemnificati on and Limitation of Liability	2.1	56	10.5. 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 excced 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 personel.	10.5. 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, <b>indemnification</b> , work deliverables or Services covered by this Agreement shall be the payment of direct damages only which shall in no event excced the total contract value payable under this Agreement. <del>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 personel.</del>	The criteria shall stand as in Tender document.
Wipro	108	Declaration	10	63	I am well aware of the fact that furnishing of any false information/fabricated document would result in rejection of my Tender at any stage besides of becoming liable prosecution under appropriate law and also forfeiture of EMD/PSD as the case may be	I am well aware of the fact that furnishing of any false information/fabricated document would result in rejection of my Tender at any stage besides of becoming liable prosecution under appropriate law and also forfeiture of EMD/PSD as the case may be	The criteria shall stand as in Tender document.
Wipro	109	Undertaking by the bidder: Annexure B	14	68	I/We agree to abide by and fulfil all referred to and as contained in Tender documents elsewhere and in default thereof. to forfeit and pay to O/o the Controller General of Accounts or its successors such sums of money as are stipulated in che notice inviting Tenders and Tender documents.	I/We agree to abide by and fulfil all mutually agreed terms and conditions referred to and as contained in Tender documents elsewhere and in default thereof. to forfeit and pay to O/o the Controller General of Accounts or its successors such sums of money as are stipulated in the notice inviting Tenders and Tender documents.	The criteria shall stand as in Tender document.



Wipro	110	Undertaking by the bidder: Anae;\ure B	14	68	If I/We fail to provide the desired manpower as per tbc order/ Letter of Intent within 15 days of the date of issue of Letter of Inten! and/or I/we fail to sign the agreement as per contract and/or I/we fail to submit performance guarantee as per contract. Ilwe agree that O/o 1he Controller General of Accoums shall. without prejudice 10 any other right or remedy. be a! liberty to ,ancel the Lener of Intent and the said earnest money as speci tied above shall stand forfeited	If I/We fail to provide the desired manpower as per tbc order/ Letter of Intent within 15 days of the date of issue of Letter of Inten! and/or I/we fail to sign the agreement as per contract and/or I/we fail to submit performance guarantee as per contract. Ilwe agree that O/o 1he Controller General of Accoums shall. without prejudice 10 any other right or remedy. be a! liberty to ,ancel the Lener of Intent and the said earnest money as speci tied above shall stand forfeited	The criteria shall stand as in Tender document.
Wipro	111	Other Provisions	71		The unit rates and total cost of services shall remain firm during 36 months of contract duration except for adjustments that may be made in accordance with terms and conditions of the contract for changes in applicable taxes and duties.	The unit rates and total cost of services shall remain firm during 36 months of contract duration except for adjustments that may be made in accordance with terms and conditions of the contract for changes in applicable taxes and duties. <b>The prices shall remain firm during the entire contract period. However, additional prices shall be charged for the services provided over the agreed services.</b>	The criteria shall stand as in Tender document.
Wipro	112	Bank Guarantee	8	108	In the case of the successful bidder, a clause would also be incorporated in the Article pertaining to Performance Bank Guarantee in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bank Guarantee in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.	<del>In the case of the successful bidder, a clause would also be incorporated in the Article pertaining to Performance Bank Guarantee in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bank Guarantee in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.</del>	The criteria shall stand as in Tender document.
Wipro	113	Sanctions for Violation	10	108	The Performance eank Guarantee/ Other Guarantee shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore	<del>The Performance eank Guarantee/ Other Guarantee shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore</del>	The criteria shall stand as in Tender document.
Wipro	114	Sanctions for Violation	10	108	To recover all sums already paid by the Purchaser, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing RBI Bank Rate.	<del>To recover all sums already paid by the Purchaser, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing RBI Bank Rate.</del>	The criteria shall stand as in Tender document.
Wipro	115	Sanctions for Violation	10	108	To encash the advance bank guarantee and Performance-Bank Guarantee if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.	<del>To encash the advance bank guarantee and Performance-Bank Guarantee if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.</del>	The criteria shall stand as in Tender document.
Wipro	116	Sanctions for Violation		108		<b>The Sanctions mentioned hereinabove shall not be applicable to any violation by any of the Bidder's personnel, which was done with malafide intention and without the knowlegde of the Bidder.</b>  <b>The Buyer shall be entitled to proceed against such personnel seperately either vide a criminal or civil proceeding. The Bidder will fully cooperate and assist the the Buyer towards any such proceedings and actions taken</b>	The criteria shall stand as in Tender document.

Wipro	117	Non Hire Clause			Clause not present in RFP	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.	The criteria shall stand as in Tender document.
Wipro	118	Saving Clause			Clause not present in RFP	Service Provider'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 service provider's performance is effected , delayed or causes non-performance due to Customer's omissions or actions <del>whatsoever</del>	The criteria shall stand as in Tender document.
Wipro	119	Deemed Acceptance			Clause not present in RFP	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 service provider within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that service provider shall have 15 days time to correct in case of any rejection by Customer.	The criteria shall stand as in Tender document.
Wipro	120	Exceptions to Indemnity			Clause not present in RFP	Bidder shall not have any liability to the Owner under this Section to the extent that any infringement or claim thereof is attributable to: (1) the combination, operation or use of a Deliverable with equipment or software supplied by the Owner where the Deliverable would not itself be infringing; (2) compliance with designs, specifications or instructions provided by the Owner (3) use of a Deliverable in an application or environment for which it was not designed or contemplated under this Agreement; or (4) modifications of a Deliverable by anyone other than Bidder where the unmodified version of the Deliverable would not have been infringing.  Bidder will completely satisfy its obligations hereunder if, after receiving notice of a claim, Bidder obtains for the Owner the right to continue using such Deliverables as provided without infringement, or replace or modify such Deliverables so that they become non-infringing.	The criteria shall stand as in Tender document.

Wipro	121	Intellectual Protection			Clause not present in RFP	Notwithstanding anything to the contrary, no intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the Owner.	The criteria shall stand as in Tender document.
Wipro	122	Audit			Clause not present in RFP	Notwithstanding anything contained in this RFP: a) Excluding a regulatory/statutory requirement, if any, nothing in this Agreement shall be construed or interpreted as requiring Bidder to provide to Customer access to or right to inspect, examine, audit and take copies of any fees, price, cost or any other financial information or any records or documents relating to the make-up of the Bidder's internal overhead calculations, their relationship to the fees, any financial cost model, calculation of fees or to the Bidder's profitability or other such financial data. b) All audit, barring those required under a regulatory or statutory requirement, may be done only on an annual basis and subject to a notice period of 20 days.	The criteria shall stand as in Tender document.
Wipro	123	Credit Period for Payment			Clause not present in RFP	All the payments to be made within 30 days of submission of invoice	The criteria shall stand as in Tender document.
Wipro	124	Section III:	Schedule of Tender Document	6	6. Advertisement of the Tender: Available on CGA website ( <a href="https://www.cga.gov.in">https://www.cga.gov.in</a> ) and CPP Portal ( <a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a> ) from 13.05.2020 upto 01.00 hours of 04.06.2020	It is understood that the RFP response can be submitted upto 01:00 hrs of 04-06-2020. However request you to give at least one month's time for submission after issue of corrigendum / response to pre-bid queries by CGA.	<b>Necessary corrigendum in this regard has been issued.</b>

<b>Wipro</b>	125	Section III:	Schedule of Tender Document	6	<p>7. Last date, time place of submission of Tender documents - The bids shall be uploaded in the format and mode as provided for in the Central Public Procurement portal (URL: <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>) for this Tender and shall be digitally signed by the authorized signatory by the bidder.</p> <p>Account Payee Demand Draft/fixed deposit receipt/bankers cheque or bank guarantee, from a commercial bank in an acceptable form in favour of PAO, CGA or through online payment shall be made before the last date and time of bid submission</p>	<p>We would like you to clarify that the 'Account Payee Demand Draft/fixed deposit receipt/bankers cheque or bank guarantee' are all offline payment methods given in the RFP.</p> <p>The DD /FDR /Bankers Cheque or Bank Guarantee would need to be physically submitted at the O/o CGA upto the last date and time of bid submission in the normal scenario. As we are under Covid-19 lockdown issued by government therefore the bidder may or may not be able to submit the EMD physically at the O/o CGA upto the designated date and time. Therefore request you to kindly allow the bidder to submit copy of EMD softcopy along with their online response submission. As and when the lockdown opens up the bidders may be asked to submit the physical copy of the EMD. Requesting your kind consideration on this as the lockdown directions are being issued by government and bidder has no control over it.</p>	The criteria shall stand as in Tender document. The conditions for bidding via e-procurement portal shall automatically apply.
<b>Wipro</b>	126	Appendix D	Format of Bank Guarantee/Performance Security	73	Format of Bank Guarantee/Performance Security	<p>Pl confirm that the format of Bank Guarantee given as Appendix D is for Earnest Money Deposit. If not, then pl provide the format of BG to be submitted as EMD</p>	Yes the format is per Appendix D.
<b>Wipro</b>	127	Section V	Eligibility & Evaluation: Process and Criteria	17	<p>Documents required - Notarized Copy of Board Resolution or Power of Attorney in the name of the Authorized Signatory</p>	<p>We shall not be able to submit the notarized copy of the Board Resolution or Power of Attorney in the the name of Authorized Signatory because of lockdown for Covid 19 as per directions of Government.</p> <p>Request you to relax the criteria as follows - 'Submit Copy of Board Resolution or Power of Attorney in the name of the Authorized Signatory'</p>	The criteria shall stand as in Tender document.

<b>Collabera</b>	128		Sales Turn over from IT consultancy and IT advisory		INR not less than 750 Cr	The RFP is asking for supply of IT Manpower Supply , the TO asked is not justified as per the requirements , we would request the TO criteria is made as an average INR 500 in last three years	The criteria shall stand as in Tender document.
<b>Collabera</b>	129		Certifications		Valid CMM I level 5 ISO27001:2016 ISO/IEC 20000 ISO 9001:2008	The RFP is for supply of the IT Manpower and requirement of CMMiLevel 5 is not valid unless and until the RFP is deliverable based.ISO certification itself should be good enough.	The criteria shall stand as in Tender document.
<b>Collabera</b>	130		Technical Capacity		E Governance projects	We would request to include the international experience which would help the Deptt and Govt to bring in the practices been adopted globally .	The criteria shall stand as in Tender document.
<b>PwC</b>	131	4	Clause 2.8.2, GCC		Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 23 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records , and(iv) any right which a Party may have under the Law,	We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract	The criteria shall stand as in Tender document.
<b>PwC</b>	132	4	Clause 2.8.2, GCC		Presiding arbitrator to be appointed by the secretary of the Minsiry /Dept. (in case the appointed arbitrators cannot appoint the same)	In order to uphold the principles of natural justice (Nemo judex in causa sua- no one should be judge in ones own case) and the provisions of the Arbitration and Conciliation Act, we request that the presiding arbitrator(s) should be appointed by a neutral institution such and the Indian Council of Arbitration.	The criteria shall stand as in Tender document.
<b>PwC</b>	133	8	Clause 3.5		Insurance	We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.	The criteria shall stand as in Tender document.

PwC	134	13	Financial bid Point 16		The successful Tenderer will have to deposit Performance Security Deposit (PSD) irrespective of status of Company/Firm/Agency, equal to 7% of the value of the contract in the form of Bank Guarantee/Fixed Deposit Receipt (FOR)/ Banker's Cheque/Demand Draft made in the name of the Agency and hypothecated to the PAD, Office of CGA, Ministry of Finance, MahatekhaNiyantarak Bhawan, E-Block, GPO Complex, INA, New Delhi-110023 covering the entire period of the contract.	Request to kindly reduce the PSD to 5% of the contract value	The criteria shall stand as in Tender document.
PwC	135	17	Section V Clause e		Consortium or sub-contracting is not allowed.	This clause is in contradiction to section 7, page 32 that says - Sub-contracting is allowed with prior written consent of O/o CGA. Requesting allowing of sub-contracting or Joint ventures for the proposal	<b>Consortium or Sub-Contracting is not permitted as stipulated under Section V (e) and Section 2 (10) . The conflicting text in Section 7 may be treated as typographical error.</b>
PwC	136	17	Section V, point c		Pre-qualification criteria (breach of general and special conditions of contract with Tendering authority during the past 5 year shall make a firm ineligible to participate in bidding process.)	Since PwC is a large organisation with multiple clients. Hence while PwC has not been held liable for a breach solely attributable to PwC with regards to any general or special conditions of contract of the Tendering authority during the past years, we wish to clarify the following with regards to the pre-qualification criteria:  "Given the large volume of work performed by PwC, contracts with clients may on certain rare occasions be terminated, suspended or not renewed for a variety of reasons, the vast majority of which have only to do with normal business reasons or necessities."	The criteria shall stand as in Tender document.
PwC	137	18	Section V Sub Section 1.1		Bidder must submit EMD of Rs. 2 Crores Demand Draft (DD) or to Tendering authority as per Bankers Cheque or Bank Tender/Tender format	Requesting reduction in the EMD amount be reduced to 1 Cr.	The criteria shall stand as in Tender document.
PwC	138	18	Section II Clause e 6		Due date for submission - 4th June 2020	In lieu of the pre-bid date getting shifted, request for extending the bid submission date by 3 weeks from date of release of corrigendum	<b>Necessary corrigendum in this regard has been issued.</b>
PwC	139	20	Section V Clause e 7		The Bidder should have either of Copy of Certificates following for the past three financial years i.e. FY 2016-17, 2017-18 and 2018-19: • Valid CMMI Level 5 • Valid ISO 27001:2016, ISO/IEC 20000 and ISO 9001:2008 for above) as on bid submission date	In line with the mandatory pre qualification of CMMI Level 5 and ISO 27001 certificates listed on page 10, please allow a valid ISO 27001:2013 along with CMMI level 5 certificate	The criteria shall stand as in Tender document.
PwC	140	20	Section V, clause 8		We are not eligible to bid in case we have been convicted of an economic offense, Convicted under the IPC, or any other law for causing loss of life/property/threat to public health.	We request the client to amend the requirement to state that the bidder should not have been convicted of an economic offense, Convicted under the IPC, or any other law for causing loss of life/property/threat to public health, etc. by a final judgement of the court/final order of a regulatory body as on the date of the submission.	The criteria shall stand as in Tender document.

PwC	141	24	Technical evaluation model		For each section of the Technic& Evaluation Matrix, the bidder has to score a minimum of 45% marks	Request to increase the minimum cut off per section to 65% i.e. equal to aggregate cut off for technical section	The criteria shall stand as in Tender document.
PwC	142	31	Section VII Clause 5		The contract will be initially for a period of three years. However, depending upon the administrative requirement of IT Projects O/o CGA and review of performance the contract may be extended subsequently for one year at a time for a maximum duration of two years.	Would revision of financial terms be allowed for the extension period of 1+1 year	As per the extant Government of India Rules and guidelines
PwC	143	34	Section VII Clause 19		The payment of salary shall be made on the 1st working day of the succeeding month and the bill raised by the agency shall be supported by evidence of bank account transfer of salaries of persons assigned to project.	Request for removal of the clause of sharing evidence of account transfer of salaries of persons assigned to the project	The criteria shall stand as in Tender document.
PwC	144	35	Section VII Clause 22		In case, the Tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the O/o CGA is put to any loss/obligation, the O/o CGA will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms	Request the liability to be limited to 1x of the service lost	The criteria shall stand as in Tender document.
PwC	145	35	Section 7, Clause 24		Non-independent arbitrator for in matters not covered by the agreement or not provided for in the GCCs/SCCs/	In order to uphold the principles of natural justice (Nemo judex in causa sua- no one should be judge in ones own case) and the provisions of the Arbitration and Conciliation Act, we request that the arbitrator(s) be appointed with mutual consent of both the parties. Alternatively, a panel of three arbitrators may be set up in which one arbitrator is appointed by Consultant, one by the client and the two arbitrators appoint third arbitrator. Please confirm.	The criteria shall stand as in Tender document.
PwC	146	35	Section 7, Clause 22		Indemnities for tax non payment	In the GST regime, this clause may not be feasible. We request you to kindly delete this clause.  Alternatively, kindly limit liability under this clause to reimburse you any penalty / fine that may be imposed on you solely due to breach of GST laws on our part, subject to overall cap of one time the fees payable to us under this agreement.	The criteria shall stand as in Tender document.
PwC	147	41	Section 2.1.6		The Services shall be performed at such locations as are specified the NIT hereto and, where the location of a particular task is not so specified, at such locations, as the -Employer- may approve.	Please confirm that location of services will be CGA office location MahatekhaNiyantarak Bhawan, E-Block, GPO Complex, INA, New Delhi-110023	Deployment location shall be New Delhi for large majority of resources , however during initial handholding and KT period some may be deployed at NIC, Pune as well.

PwC	148	55	Section 2.9 point VI - Liquidated damages		The LD shall be levied at the rate of 0.02 % per day of the contract value for the position of the professional.	LD of 2% should be applicable only on the value applicable to the manpower qualified for delayed deployment and not the entire contract value	The criteria shall stand as in Tender document.
PwC	149	NA	Acceptance / Payment criteria			The RFP does not provide a turn around time for payment once the monthly invoice is raised. Request to define a time period of maximum 15 days for releasing payments once the invoice has been submitted to O/o CGA	No comments.
PwC	150	NA	No third party disclaimer		There is no restriction on the usage of deliverable. No third party disclaimers.	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	The criteria shall stand as in Tender document.
PwC	151	NA	IPR			<p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines.</p> <p>Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.</p>	The criteria shall stand as in Tender document.



PwC	152	NA	Annexure A and Tech Form 5 - Contract terms and conditions		No deviation. Suggestive Comments/ Modifications are allowed.	Please clarify if deviations to the terms and conditions of the draft contract are allowed.	No deviation shall be allowed from the terms and conditions of the contract.
PwC	153	NA	Resource deployment plan			Kindly provide details for the resource deployment plan considering the transition phase of the incumbent vendor(s)	Resource deployment plan is placed at Annexure B.
PwC	154	NA	There might be some business exigencies and delays due to situations similar to the the current COVID 19 pandemic.			If there are any circumstances that reasonably restrict or affect the ability of PwC's personnel to travel or to be physically present at any specific office/location, then without prejudice to your obligations (including your payment obligations), you shall allow such personnel to work from home or other remote location till the time such circumstances exist.	As per Government of India's extant guidelines.

PwC	155	15 and 48	Claus e 20, pg- 15, Part 1 and Claus e 2.3.2, GCC, pg- 48, Part 1		Conflict of interest - Several conflict of interest related obligations on us	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	The criteria shall stand as in Tender document.
PwC	156	NA	Liquid ated dama ges & Penal ties			We understand that as per Contract Act, where LDs and Penalties are stipulated, generally any other damages cannot be claimed. Therefore we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.	The criteria shall stand as in Tender document.
PwC	157	NA	Liquid ated dama ges & Penal ties			We understand that we would be liable to pay liquidated damages/penalties to the extent corresponding breach is solely attributable to us. Kindly confirm.	The criteria shall stand as in Tender document.
PwC	158	15	Claus e 20(3) Part 1		Bidder should not have a relationship with the Tendering authority's staff	We understand that this requirement pertains to confirmation w.r.t related party transaction u/s 188 of the Companies Act, 2013. We understand that the related party provisions however do not apply when a transaction is carried out in the ordinary course of business at an arm's length price and this holds true even when parties are related to each other. Given that this is a Tender situation, we submit that this is not a non-arm's length price / transaction. Hence, we request you to kindly consider dispensing with this requirement as PwC is a large company with several employees. If required, we can provide this confirmation for the project team members.	The criteria shall stand as in Tender document.

PwC	159	17 and 31	Clause 5, pg. 17, Part 1 Section 7, Clause 4, pg. 31, part 1		Termination without notice and rectification period	To uphold the principles of natural justice, we request client to notify us and give us a rectification period of at least 30 days, prior to invoking this clause.	The criteria shall stand as in Tender document.
PwC	160	19	Section V, sub point 5		Sales turnover from IT Consultancy/ IT Advisory Services - The Bidder should have an annual turnover of not less than INR 750 Crores p.a. in each of three financial years F.Y. 2016 17, 2017 18 and 2018-19 respectively). The turnover refers to the turnover of the company and not the composite turnover of its subsidiaries/sister concerns, etc. The turnover should exclude sales of system software or COTS/ hardware.	A INR 750 Cr turnover only from IT Consultancy / IT advisory services limits the Tender to only a few handful IT Service providers. Hence requesting either changing the clause to over all turnover of the bidder should be greater than INR 750 Cr or reduce the turnover from IT Consultancy / IT advisory services to 500 Cr from 750 Cr.	The criteria shall stand as in Tender document.
Tech Mahindra	161				General	Request you to share the Tender document in PDF format. The current one is scan copy	<b>Copy of Tender with signature of representative of Tendering authority has been provided.</b>
Tech Mahindra	162				PQ Page 17	The Tender has to be responded by person holding POA. We request you to allowed to responded by person holding authority letter. In the current situation, we will not be able to get the POA issued by the Board of director.	The criteria shall stand as in Tender document.
Tech Mahindra	163				Page 6	We request you to please extend the bid submission by at least 4 weeks from the date of amendment.	As per the Government of India's extant guidelines
Tech Mahindra	164				Page 31, Clause 4	We request you to allow 60 days for deployment in the initial phase instead of 30 days	The criteria shall stand as in Tender document.
Tech Mahindra	165				Page 31, Clause 5	The contract is for 3 years and can be extended for another 2 years. WE request you to allow 10% per annum increment in case of extension as it will not be possible for extension without increment	The criteria shall stand as in Tender document.
Tech Mahindra	166				Page 71	Contract price ceiling , Request you to explain this. How to calculate per month ceiling	The Total contract Price=(,,,, inclusive tax)x 36 months
Tech Mahindra	167				Page 73 Anne. D	Is this the format for EMD Bank guarantee. Please confirm.	Yes the format is per Appendix D.
Tech Mahindra	168				Clause-4 Conditions (p.31)  Section-VII-Terms and	No specific number of days of notice for termination by the Client for breach has been mentioned. Minimum of 30 days prior written notice shall be given. Also, cure period of minimum of 30 days to be provided by the Client. Please clarify.	The criteria shall stand as in Tender document.

Tech Mahindra	169				Clause 2.2.9.5 (b) (p.47)	The Client shall be liable to pay for all the incurred and non-cancellable cost to TechM. No Liquidated damages to be paid by TechM. Please confirm if this understanding is correct.	The employer shall consider payment only for part considered to be satisfactorily completed and of economic utility to employer, as decided by the employer. Further the liquidated damages shall be decided by employer and will have to be paid by firm/consultant providing the manpower.
Tech Mahindra	170				Clause 2.2.9.2 (p.47)	The maximum cure period to be given to the Client shall be 30 days. Please confirm if this understanding is correct.	The clause 2.2.9.2 lays down the conditions under which the consultant / firm may end the contract and period varies from 30 days to 45 days at minimum under various scenarios.
Tech Mahindra	171				Clause 2.10.1 (p.55)	TechM indemnifies the Client for the following: <div style="display: flex; justify-content: space-between;"> <div> -willful misconduct and grossly negligent act  with applicable laws  -3rd party IPR Infringement  -Loss to property &amp; person  -breach of Confidentiality  -employee claims  and misrepresentation  indemnifies only the Client not any third Party.  if this understanding is correct. </div> <div> -Fraud  TechM  Please confirm </div> </div>	The clause shall be applicable for the consultant / firm and also for any service, information, direction, specification or materials provided to employer by the consultant / firm through a third party.
Tech Mahindra	172				Clause 2.10.5 (p.57)	These exclusion shall be only for the Client and not for any third Party. Please confirm if this understanding is correct.	The clause shall be applicable for the consultant / firm and also for any service, information, direction, specification or materials provided to employer by the consultant / firm through a third party.
Tech Mahindra	173				Non-solicitation	The Client agrees during the term of this Agreement and for a period of one (1) year following its termination, not to solicit or hire for employment any officer, employee/personnel (including key project personnel), agent of TechM. Please acknowledge.	The criteria shall stand as in Tender document.

<b>Tech Mahindra</b>	174				Annexure D	Can we get a location-wise distribution of the different skills that are required?	Deployment location shall be New Delhi for large majority of resources , however during initial handholding and KT period some may be deployed at NIC, Pune as well.
<b>Tech Mahindra</b>	175				Annexure D	Our understanding is that the CV's submitted at the time of bid need not all be of the same resources that will be actually deployed for the project. The CV's submitted will only be used to evaluate the capabilities of the vendor. Please confirm if this understanding is correct.	The profiles for all 158 resources have to be provided, however at the time of actual award of contract, in case of the earlier presented profile resource having moved out / reallocated a matching profile will have to be provided by the successful bidder.
<b>TCS</b>	176			Overall project Team Structure (Page 26)	Composition of Team Structure	1) Please share the details of IT Services work to be performed by team, what are the various streams / portfolios /Modules envisaged? 2) Is department looking for fresh development for maintenance /enhancement of existing application? 3) Provide the list of modules /functionality to be managed/developed by new supplier? 4) Do we need to include other third party vendors/suppliers, department officers and other stakeholders as part of proposed organization chart. 5) Please share the responsibilities & team composition of 3rd Party vendors / suppliers who will be part of project.?	The details of various ongoing projects and some pipeline projects are annexed at Annexure A. Further information about other third party vendors shall be shared at time of onboarding. They shall not form part of organisational chart at present.
<b>TCS</b>	177			S2 Takeover and Exit management (Page 24)	Clear and Concise Takeover and Exit Management Plan	<b>Existing Takeover Plan</b> 1) Pls share the details of work performed by existing team / suppliers? 2) Is department expecting incoming supplier to take over existing functionality /Modules? 3) When the contract of outgoing supplier is expiring. 4) How much time is envisaged by old partner to handover?  <b>Exit Management Plan</b> 1) How much time is envisaged by new partner to take over?	The details of various ongoing projects and some pipeline projects are annexed at Annexure A. Yes, it is expected to take over several modules. Hand over and concurrent time shall be informed at time of contract awarding. The new partner is expected to take over in shortest possible time.
<b>TCS</b>	178			Page 26	Total years of professional Experience	1) Pls explain the formula of evaluation. Will department review each and every CV and award marks to each CV? 2) How marks will be awarded in each "Evaluation Criteria"? 3) In case of shortfall of experience, how marks will be awarded? 4) In case CV has more experience w.r.t to minimum mention in that category, will department give extra marks. Pls explain?	Each CV shall be reviewed and marks awarded as per decisions of Tender Evaluation Committee. Shortfall of experience and over-experience shall be dealt in a stipulated manner as decided by Tender Evaluation Committee.

TCS	179			Page 26	Certifications	1) What is evaluation criteria around certification for the CV's as you have mentioned multiple certifications against different categories of CV?	The minimum qualifications mentioned are essential against each profile while certifications are not mandatory but give value addition and would lead to better consideration while evaluation of the profiles in a manner as decided by Tender Evaluation Committee.
TCS	180			Page 25	Handling of projects of similar size and Nature in both Govt and Non Govt Domain	Work order + Self Certificate of completion (Certified by the statutory auditor / Company Secretary /Authorized Signatory)	The criteria shall stand as in Tender document.
TCS	181			Page 78	Work Plan	Since the detailed scope is not available in RFP, exact delivery dates cannot be estimated by the bidder. Pls clarify the scope or amend the work plan language in the RFP?	The details of various ongoing projects and some pipeline projects are annexed at Annexure A.
TCS	182			Page 10 point g	Certificate for Technical capacity in government domain	Please specify the document required to be submitted against the requirement?	This shall be in line with Section 5 point 9 on page 21 of the Tender document.
TCS	183			page 21 , S.No 9, Technical Capability	Technical Capability - The bidder should be an IT - Solutions Provider in India and should have successfully implemented project(s) in government domain (either union or state government) in the last five financial years as below:  one e governance project of minimum value 40 Crs  or  Two e gov projects of minimum value 20 Crs each  or  Three e gov projects of minimum INR 10 crs each	Does this requirement refers to the requirement mentioned on Page 10 point g	Yes it pertains to same requirement.
TCS	184			Page 25, S4	Handling of projects of similar size and nature in both government and non government domains. Three or more projects of project value 25 Crs or more - 30 Marks or Three or more projects of project value 22.5 Crs or more - 27.5 Marks OR Three or more projects of project value 20 Crs or more - 25 Marks Or	Request you to elobrate the meaning of "project of similar size and nature"	Project value parameter for projets pertaining to Public Financial Management or Financial Systems.
TCS	185			Page 25, S4	Copy of work order/ client certificate or Completion Certificate from client or workorder + Self certificate of completion by the certified Statutory Auditor	<b>Please Change to</b> Copy of work order/ client certificate or Completion Certificate from client or "Self certificate of completion by the certified Company Secretary/Authorised Signatory"	The criteria shall stand as in Tender document.

TCS	186			Section II (4), Page No 5	Bidders shall ensure that their proposals, complete in all respects, are submitted ONLINE on or before the closing date and time indicated in the tender Schedule, failing which the bids will be treated as late and rejected.	Kindly confirm whether the bid has to be submitted ONLINE or OFFLINE (Hardcopy). If bid has to be submitted ONLINE, no financial format (i.e. BoQ in excel format) is provided with the RFP document on website <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> . Request you to provide the financial format in excel format?	Bid has to be submitted online only.
TCS	187			Section II (9), Page No 5	Bidding Process a. Bid Submission: The bids must be submitted online in two parts, viz., Technical Bid and Financial Bid. Manual Bids will NOT be accepted	If the bid needs to be submitted ONLINE, no financial format (i.e. BoQ in excel format) is provided with the RFP document on website <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> . Request you to provide the financial format in excel format?	Bid has to be submitted online only.
TCS	188			Section 4 - Instructions to the bidder; item 5; page 8	The bidder shall not accept or engage in any other assignment that may place it in position of hindering its assignment in the project	This seems to be conflict of interest. Please elaborate.	The criteria shall stand as in Tender document.
TCS	189			Pg no, 32 Section VII: Terms and conditions para 9.	Performance report along with monthly bill to be submitted by the Company/ Firm/ Agency. Assessment would be done by O/o CAG.	Is there any format in which performance report is to be submitted. Is there any minimum assessment criteria that needs to be fulfilled?	This shall be informed at time of award of contract.
TCS	190			Page 9	6, It is the Tendering Authority's policy to require that the bidders observe the highest standard Of ethics during the selection process and execution of work/assignment. In pursuance of this policy, the Tendering Authority: a. Will reject the bidders' proposal if it determines that the bidder has engaged in corrupt or fraudulent activities in competing for the work order in question; b. Will declare an bidder ineligible, either indefinitely or for a stated period of time, to be awarded any contract or work order if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for and in executing the work order	<u>Please modify as suggested</u> 6, It is the Tendering Authority's policy to require that the bidders observe the highest standard Of ethics during the selection process and execution of work/assignment. In pursuance of this policy, the Tendering Authority: a. Will reject the bidders' proposal if it determines that the bidder has engaged in corrupt or fraudulent activities in competing for the work order in question; <del>b. Will declare an bidder ineligible, either indefinitely or for a stated period of time, to be awarded any contract or work order if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for and in executing the work order</del>	The criteria shall stand as in Tender document.
TCS	191			Section IV Instruction to the bidders, Pg 12	11. Validity of bids : Bid should be valid for 120 days from the date of opening of tender.	Kindly accept Bid valid for 120 days from date of submission of bid.	The criteria shall stand as in Tender document.

TCS	192			Page 13	<p>without prejudice to Tendering Authority's any other right or remedy under the following conditions:</p> <p>If a bidder engages in any corrupt, fraudulent, coercive, undesirable or restrictive practice as envisaged under this tender;</p> <p>d. If any bidder withdraws its bid during the period of its validity as specified in this tender and as extended by the bidder from time to time;</p> <p>e. In the case of the selected bidder, if the selected bidder fails to accept the work order or provide the Performance Security within the specified time limit; or</p> <p>If the bidder commits any breach of any term or conditions of this tender or is found to have made a false representation to the Tendering Authority.</p>	<p><b>Please modify as suggested</b></p> <p>without prejudice to Tendering Authority's any other right or remedy under the following conditions:</p> <p>If a bidder engages in any corrupt, fraudulent, coercive, undesirable or restrictive practice as envisaged under this tender;</p> <p>d. If any bidder withdraws its bid during the period of its validity as specified in this tender and as extended by the bidder from time to time;</p> <p>e. In the case of the selected bidder, if the selected bidder fails to accept the work order or provide the Performance Security within the specified time limit; or</p> <p><del>If the bidder commits any breach of any term or conditions of this tender or is found to have made a false representation to the Tendering Authority.</del></p>	The criteria shall stand as in Tender document.
TCS	193			Page 14	<p>19. Disqualification: The proposal is liable to be in, inter alia, any of the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this TENDER:</p> <p>Proposal submitted without bid security</p> <p>Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal;</p> <p>During validity of the bid, or its extended period, if any, the Bidder increases its quoted price after the submission of the bid;</p> <p>The Bidder's proposal is conditional and has deviations from the terms and conditions of TENDER.</p> <p>The Proposal is received in incomplete form;</p> <p>The Proposal is received after the due date and time;</p> <p>The Proposal is not accompanied by all the requisite documents;</p> <p>h. The Proposal is submitted with lesser validity period;</p> <p>The information submitted in the Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or Otherwise, at any time during the processing Of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any;</p>	<p><b>Please modify as suggested</b></p> <p>19. Disqualification: The proposal is liable to be in, inter alia, any of the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this TENDER:</p> <p>Proposal submitted without bid security</p> <p><del>Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal;</del></p> <p>During validity of the bid, or its extended period, if any, the Bidder increases its quoted price after the submission of the bid;</p> <p><del>The Bidder's proposal is conditional and has deviations from the terms and conditions of TENDER.</del></p> <p>The Proposal is received in incomplete form;</p> <p>The Proposal is received after the due date and time;</p> <p>The Proposal is not accompanied by all the requisite documents;</p> <p>h. The Proposal is submitted with lesser validity period;</p> <p>The information submitted in the Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or Otherwise, at any time during the processing Of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any;</p>	The criteria shall stand as in Tender document.
TCS	194			5 Section V: Eligibility & Evaluation: Process and Criteria, Page -17	<p>The period of the contract may be further extended provided the requirement of the 0/0 CGA for the above manpower persists at that time, or may be curtailed/ terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency or otherwise for administrative reasons</p>	<p>Please specify how the terms and conditions including commercials will be decided in the case the contract period is further extended. This should be on mutually agreed terms.</p>	This shall be in line with Manual of Procurement of Services as laid down by Department of Expenditure, Ministry of Finance.



TCS	195			The pre-qualification criteria, S.No. 5 Page - 19	Sales Turnover from IT Consultancy/ IT Advisory Services	As this is not a consultancy project please clarify that " turnover from IT Application/Software Development and Maintenance services will also be considered for the purpose of eligibility. "	The criteria shall stand as in Tender document.
TCS	196			Section V Eligibility & Evaluation Pg 19	Sales Turnover from IT Consultancy / IT Advisory Services	Pls confirm that a certificate from Company secretary certifying that Turnover from IT Consultancy / IT Advisory Services for each year is more than 750 Crs will suffice the requirement.	The criteria shall stand as in Tender document.
TCS	197			Technical Capacity , S.No. 5 - Page 21	Completion certificate from client or work order + Self completion certificate	Please allow self certification from Authorised Signatory/company Secretary	The criteria shall stand as in Tender document.
TCS	198			S.2 - Technical Evaluation Model, Page 24	Take Over and Exit Management	1. Please confirm the period in no. of months to be considered for preparing Exit Management Plan 2. Please also confirm that period of Exit Management will be part of three year contract period only.	Transition plan is both for resources and module wise / project wise. This shall be done vide KT by existing resources and documents.
TCS	199			S3 : Technical Presentation Page 24	Presentation on understanding of the requirements & Technical Proposal. Qualitative Assessment based on Understanding of the objectives of the assignment. The extent to which the bidders approach and work plan respond to the objectives indicated in the statement/scope of work.	Please define the details of evaluation criteria given for technical presentation i.e please provide details of scope of assignment, duration, workplan for which the said resources are being requested.	The details of various ongoing projects and some pipeline projects are annexed at Annexure A.
TCS	200			Profile of the proposed Team Members - Overall Scoring would be on a 40— point Scale - Page 26	Overall Project Team Structure - a. Appropriate Number of suitably qualified Team members with justification	Team structure is already defined in the Bid in the section 'Detailed breakup of Manpower requirement Role-wise Annexure -D , Page 69' and bidder need to submit response as per this structure only. Please specify the relevance of this criteria in assigning technical marks to the bidder	The criteria shall stand as in Tender document.

TCS	201			Page 28	<p>j. The bid price will include all taxes and levies and shall be in Indian Rupees.</p> <p>k. Tendering authority reserves the right to ask the bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.</p> <p>l. Tendering authority reserves the right to ask the bidder to submit analysis Of rate and data sheet for the rates quoted in the Commercial bid by the bidder</p> <p>m. Prices must be quoted entirely in Indian Rupees.</p> <p>n. All costs incurred due to delay of any sort, due to reasons attributable to the bidder, shall be borne by the bidder.</p>	<p><b><u>Please modify as suggested</u></b></p> <p>j. The bid price will include all taxes <b><u>(except GST)</u></b> and levies and shall be in Indian Rupees.</p> <p>k. Tendering authority reserves the right to ask the bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.</p> <p>l. Tendering authority reserves the right to ask the bidder to submit analysis Of rate and data sheet for the rates quoted in the Commercial bid by the bidder</p> <p>m. Prices must be quoted entirely in Indian Rupees.</p> <p>n. All costs incurred due to delay of any sort, due to reasons attributable to the bidder, shall be borne by the bidder.</p>	The criteria shall stand as in Tender document.
TCS	202			Section VII (5), Page No 31	<p>The contract will be initially for a period of three years. However, depending upon the administrative requirement of IT Projects O/o CGA and review of performance the contract may be extended subsequently for one year at a time for a maximum duration of two years.</p>	<p>Request CGA to modify the clause to: The contract will be initially for a period of three years. However, depending upon the administrative requirement of IT Projects O/o CGA and review of performance the contract may be extended subsequently for one year at a time for a maximum duration of two years on mutually agreed terms and conditions.</p>	The criteria shall stand as in Tender document.
TCS	203			Page 31	<p>1. Bidders are advised to go through the draft Contract Agreement for more information on the Terms and Conditions that will govern the contract with the successful bidder. The terms and conditions mentioned herein shall apply to the extent that they are not superseded by specific provisions in any other part of the Contract.</p>	<p><b><u>Please modify as suggested</u></b></p> <p>1. Bidders are advised to go through the draft Contract Agreement for more information on the Terms and Conditions that will govern the contract with the successful bidder. The terms and conditions mentioned herein shall apply to the extent that they are not superseded by specific provisions in any other part of the Contract <b><u>which are mutually agreed</u></b></p>	The criteria shall stand as in Tender document.
TCS	204			Page 31	<p>5. The contract will be initially for a period of three years. However, depending upon the administrative requirement of IT Projects O/o CGA and review of performance the contract may be extended subsequently for one year at a time for a maximum duration of two years,</p> <p>6. In case, the Company/Firm/ Agency is asked to provide a substitute and it fails do so within 21 (twenty one) days, then a penalty equal to 10% of the daily remuneration of the worker will be imposed on the agency, besides deduction of daily remuneration of the said IT professional. The selected Company/Firm/Agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons.</p>	<p><b><u>Please modify as suggested</u></b></p> <p>5. The contract will be initially for a period of three years. However, depending upon the administrative requirement of IT Projects O/o CGA and review of performance the contract may be extended subsequently for one year at a time for a maximum duration of two years,</p> <p>6. In case, the Company/Firm/ Agency is asked to provide a substitute and it fails do so within 21 (twenty one) days, then a penalty equal to 1.0% of the daily remuneration of the worker will be imposed on the agency, besides deduction of daily remuneration of the said IT professional. The selected Company/Firm/Agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. <b><u>Notwithstanding anything contained in this Agreement the maximum aggregate penalty shall not exceed 5% of the delayed services.</u></b></p>	The criteria shall stand as in Tender document.

TCS	205		7 Section VI: Terms and conditions, S.No. 13- Page 32	If a deployed resource is on leave then the vendor shall provide a suitable substitute of equivalent qualification	It is proposed that Substitute should be asked for deployment only in case deployed resource is going on leave of more than One month. Please clarify	The substitute shall be given in case of resource moving out and long leave.
TCS	206		7 Section VI: Terms and conditions, S.No. 15- Page 32	The agency shall depute a coordinator who would be responsible for immediate interaction with the competent authority so that optimal services of the persons deployed by the agency are availed without any disruption.	Please clarify that this requirement is apart from the 158 resources asked for in the RFP. Please provide the job description. Is this role requirement part time or full time. If this is additional to 158 resource please provide a row in the commercial sheet to provide the cost for the same.	This refers to a point of contact at vendor side to be used as escalation matrix, and does not form part of 158 resources and no commercials shall be entertained for same.
TCS	207		Section VII (8), Page No 32	The requirement of manpower may increase or decrease during the period of contract. In case of changes in the requirement, the same shall be informed to the vendor.	Any change in requirement of manpower should be officially communicated to the bidder atleast one month in advance.	The criteria shall stand as in Tender document.
TCS	208		Section VII (13), Page No 32	Any breach of trust by the person engaged by contractor will lead to immediate cessation of service of person and any loss caused to project will be recovered from vendor.	Request CGA to modify the clause to: Any material breach of trust by the person engaged by contractor will lead to immediate cessation of service of person.	The criteria shall stand as in Tender document.
TCS	209		Page 32	11. The O/O CGA assets will be protected against copy rights & IP rights will be protected by the bidders at all time. Company/Firm/Agency will not use any product design, information of nature of copy right and Intellectual Property of products developed by O/O CEA and shall not claim rights to any work done by assigned persons in O/O CGA.	<u>Please modify as suggested</u> 11. The O/O CGA assets will be protected against copy rights & IP rights will be protected by the bidders at all time. Company/Firm/Agency will not use any product design, information of nature of copy right and Intellectual Property of products developed by O/O CEA and shall not claim rights to any work done by assigned persons in O/O CGA. <u>This is subject to the IPR clause being suggested in the IPR clause.</u>	The criteria shall stand as in Tender document.
TCS	210		Page 32	13. For all intents and purposes the service providing agency/vendor shall be the "Employer" within the meaning of different legislations in respect of manpower so employed and deployed in the IT Projects O/O CGA. The period of training, leave, sick leave etc. leading to absence from duty of assigned person will not be paid by O/O CEA and bill payment will be submitted accordingly. Vendor shall be required to maintain daily attendance/ leave report in the format as prescribed O/O CGA. if a deployed resource is on leave then the vendor shall provide a suitable substitute of equivalent qualification. Any breach Of trust by the person engaged by contractor will lead to immediate cessation of service of person and any loss caused to project will be recovered from vendor.	<u>Please modify as suggested</u> 13. For all intents and purposes the service providing agency/vendor shall be the "Employer" within the meaning of different legislations in respect of manpower so employed and deployed in the IT Projects O/O CGA. The period of training, leave, sick leave etc. leading to absence from duty of assigned person will not be paid by O/O CEA and bill payment will be submitted accordingly. Vendor shall be required to maintain daily attendance/ leave report in the format as prescribed O/O CGA. if a deployed resource is on leave then the vendor shall provide a suitable substitute of equivalent qualification. Any <u>criminal</u> breach Of trust by the person engaged by contractor will lead to immediate cessation of service of person and any loss caused to project will be recovered from vendor.	The criteria shall stand as in Tender document.

<b>TCS</b>	211			7 Section VI: Terms and conditions, S.No. 17- Page 33	However, O/o CGA has staggering/shift system to cater to the requirements of service and works on all holidays to provide operational support. No additional payment shall be made if the person deployed to work additional hours an account of office exigency	1. It is proposed that if the person is asked to work on holiday, He/she should be given compensatory off on some other day to maintain Work & Health conditions balance. 2. If there is requirement to work during odd hours , drop at home facility should be provided by CGA as a staff security measure as it may not be possible for the associate to use his daily conveyance mode during off hours	The criteria shall stand as in Tender document. No additional amount shall be paid for any extra effort related to projects.
<b>TCS</b>	212			7 Section VI: Terms and conditions, S.No. 18- Page 34	S.No. 18 ( e ) : Attested Character certificate for verifying antecedents of the deployed resource	Certificate from HR of bidder will be provided for this purpose please confirm.	The criteria shall stand as in Tender document.
<b>TCS</b>	213			Section VII (19), Page No 34	The bills for payment shall be raised after making payment of salaries to the manpower employed for the preceding month. The payment of salary shall be made on the 1st working day of the succeeding month and the bill raised by the agency shall be supported by evidence of bank account transfer of salaries of persons assigned to project.	Request CGA to modify the clause to: The bills for payment shall be raised after making payment of salaries to the manpower employed for the preceding month. Company/ Firm/ Agency has to submit the certificate from HR/Authorised signatory stating that they have paid the salaries to the deployed resources.	The criteria shall stand as in Tender document.
<b>TCS</b>	214			Section VII (20), Page No 34	Vendor will be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to minimum wages/specified contract amount etc. in respect of the persons deployed by it in the O/o CGA. The Agency has to submit copy of deposit of EPF / ESI with concerned authorities every month as an evidence of payment in the accounts of persons deployed.	Request CGA to modify the clause to: Vendor will be responsible for timely payment to the deployed IT resources and statutory authorities and compliance of all statutory provisions relating to minimum wages/specified contract amount etc. in respect of the persons deployed by it in the O/o CGA. Vendor will give undertaking from HR/Authorised signatory on its letterhead for Salary and EPF/ESI related information requirement for the deployed team members along with invoice of the	The criteria shall stand as in Tender document.

TCS	215			Page 35	<p><del>23.</del>Force Maieure: Force majeure clause will mean and be limited to the following in the execution of the contract/purchase order placed by 0/0 CGA.: "If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to 'events') provided, notice of the happening of any such event is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or 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 Joint Controller General of Accounts (GIFMIS) 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 or am,' obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may at its option terminate the contract"</p>	<p><u>Please modify as suggested</u> <del>23.</del>Force Maieure: Force majeure clause will mean and be limited to the following in the execution of the contract/purchase order placed by 0/0 CGA.: "If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to 'events') provided, notice of the happening of any such event is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or 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 Joint Controller General of Accounts (GIFMIS) 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 or am,' obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may at its option terminate the contract" <u>The current situation of Covid 19 is a force majeure and Consultant shall be providing services to the extent possible from home to which the parties hereby agree.</u></p>	The criteria shall stand as in Tender document.
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TCS	216			Page 35	<p>Arbitration</p> <p>0/0 CGA and the selected vendor shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute arises between parties on aspects not covered by this agreement, or the construction or operation thereof, or the right, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to the arbitrator as appointed by h. CGA, GIFMIS and the award of the arbitration, as the case may be, shall be final and binding on both the parties. The arbitrator with the consent of parties may modify the time frame for making and publishing the awards. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules thereunder and any statutory modification or re-enactment, thereof, The arbitration proceeding shall be held in New Delhi, India.</p>	<p><u>Please modify as suggested</u></p> <p>Arbitration</p> <p>0/0 CGA and the selected vendor shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute arises between parties on aspects not covered by this agreement, or the construction or operation thereof, or the right, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to the arbitrator as appointed by <del>h. CGA, GIFMIS</del> <u>the parties mutually</u> and the award of the arbitration, as the case may be, shall be final and binding on both the parties. The arbitrator with the consent of parties may modify the time frame for making and publishing the awards. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules thereunder and any statutory modification or re-enactment, thereof, The arbitration proceeding shall be held in New Delhi, India.</p>	The criteria shall stand as in Tender document.
TCS	217			Page 42	<p>1.2 Measures to be taken by the Employer</p> <p>(u) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt. fraudulent. collusive or coercive practices during the selection process or the execution of that contract. without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation:</p>	<p><u>Please modify as suggested</u></p> <p>1.2 Measures to be taken by the Employer</p> <p>(u) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt. fraudulent. collusive or coercive practices during the selection process or the execution of that contract. without the consultant having taken timely and appropriate action <del>satisfactory to the Employer</del> to remedy the situation:</p>	The criteria shall stand as in Tender document.

TCS	218		Page 44	<p>2.2.7. Force Majeure</p> <p>2.2.7.1 Definition</p> <p>(a) For the purposes OF this Contract. "Force Majeure" means an event which is beyond the reasonable control of a Party. is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's SubConsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds Or inability to make any payment required hereunder.</p> <p>2.2.7.2. No Breach of Contract:</p> <p>The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract.</p>	<p><u>Please modify as suggested</u></p> <p>2.2.7. Force Majeure</p> <p>2.2.7.1 Definition</p> <p>(a) For the purposes OF this Contract. "Force Majeure" means an event which is beyond the reasonable control of a Party. is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's SubConsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p><u>The Covid 19 situation is a force majeure event and Consultant shall provide services from home.</u></p> <p>(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds Or inability to make any payment required hereunder.</p>	The criteria shall stand as in Tender document.
TCS	219		Page 46	<p>2.2.9 Termination by the "Employer"</p> <p>h) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p>	<p><u>Please modify as suggested</u></p> <p>2.2.9 Termination by the "Employer"</p> <p>h) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than <del>sixty (60) days</del>.</p> <p><u>Thirty (30) days, the parties shall endeavor to reach to a mutual agreement to terminate the contract</u></p>	The criteria shall stand as in Tender document.

TCS	220			Page 47	<p>2.2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC2.9.1 or GC 2.9.2 hereof, the "Employer" shall make the following payments to the Consultant: (a) If the Contract is terminated pursuant to Clause 2.9.1 or 2.9.2, remuneration pursuant to Clause GC 2.6 hereof for Services satisfactorily performed prior to the effective date of termination.</p> <p>(b) If the agreement is terminated pursuant of Clause 2.9.1, the consultant shall not be titled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the Employer may also impose liquidated damages as per the provisions of this agreement. The consultant will be required to pay any such liquidated damages to Employer within 30 days of termination date.</p>	<p><u>Please modify as suggested</u> 2.2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC2.9.1 or GC 2.9.2 hereof, the "Employer" shall make the following payments to the Consultant: (a) If the Contract is terminated pursuant to Clause 2.9.1 or 2.9.2, remuneration pursuant to Clause GC 2.6 hereof for Services <del>satisfactorily</del> performed prior to the effective date of termination.</p> <p>(b) If the agreement is terminated pursuant of Clause 2.9.1, the consultant shall <del>not</del> be titled to receive any agreed payments upon termination of the contract. <del>However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the Employer may also impose liquidated damages as per the provisions of this agreement. The consultant will be required to pay any such liquidated damages to Employer within 30 days of termination date.</del></p>	The criteria shall stand as in Tender document.
TCS	221			Page 49	<p>23.5. Documents Prepared by the Consultant to be the Property of the "Employer": All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the "Employer" under this Contract shall become and remain the property of the "Employer", and th Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Consultant may retain a copy Of such documents, hut shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs.'modules. the Consultant shall obtain the "Employer's prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.</p>	<p><u>Please modify as suggested</u> 23.5. Documents Prepared by the Consultant to be the Property of the "Employer": <u>Subject to the provision of this clause</u> all plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the "Employer" under this Contract shall become and remain the property of the "Employer", and th Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Consultant may retain a copy Of such documents, hut shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs.'modules. the Consultant shall obtain the "Employer's prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.</p> <p><u>Pre-existing work: All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party under this Agreement ("pre-existing work") shall remain the sole property of that Party. During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of</u></p>	The criteria shall stand as in Tender document.



TCS	222		Page 53	<p>2.6.1.3 Terms of Payment: The payments in respect of the Services shall be made as follows: (a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms (copy of challan of ESIC/EPF etc. and attendance sheet etc.). (b) The consolidated Monthly Charges shall be payable to the Firm/Service provider on closure of the month, after submission of a bill/invoice by the firm for the services provided and a certificate of Satisfactory Services issued by the O/o CGA.</p>	<p><u>Please modify as suggested</u> 2.6.1.3 Terms of Payment: The payments in respect of the Services shall be made as follows: (a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms (copy of challan of ESIC/EPF etc. and attendance sheet etc.). (b) The consolidated Monthly Charges shall be payable to the Firm/Service provider on closure of the month, after submission of a bill/invoice by the firm for the services provided and a certificate of Satisfactory Services issued by the O/o CGA. <u>All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Consultant also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by EMPLOYER and any such withholding by the Consultant shall not be treated as breach by it of the provisions of this Agreement.</u> <u>All fees payable to Consultant are exclusive of any sales, use, value added tax, service, GST or taxes of a similar nature measured by the services, deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable, EMPLOYER shall be responsible to pay or reimburse Consultant the amount of</u></p>	The criteria shall stand as in Tender document.
TCS	223		page 54	<p>2.8.2. Arbitration In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of three (three) arbitrators. One each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings</p>	<p><u>Please modify as suggested</u> 2.8.2. Arbitration In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of three (three) arbitrators. One each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the <u>Secretary of the jurisdictional high court</u>. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings</p>	The criteria shall stand as in Tender document.

TCS	224		Page 55	<p>vi) Liquidated Damages —The Employer shall levy Liquidated Damages if the Contractor delays the deployment of any professional from the agreed deployment plan. The LD shall be levied at the rate of 0.02 % per day of the contract value for the position of the professional. The maximum limit for the Liquidated Damages shall be 10% of the contract value for the position of the professional in respect of which the deployment is delayed and Liquidated Damage is to be levied.</p>	<p><b>Please modify as suggested</b></p> <p>(vi) Liquidated Damages —The Employer shall levy Liquidated Damages if the Contractor delays the deployment of any professional from the agreed deployment plan. The LD shall be levied at the rate of 0.02 % per day of the contract value for the position of the professional. The maximum limit for the Liquidated Damages <b>and penalty</b> shall be <b>105%</b> of the contract value for the position of the professional in respect of which the deployment is delayed and Liquidated Damage is to be</p>	The criteria shall stand as in Tender document.
TCS	225		Page 55	<p>2.10 Indemnification and Limitation of Liability</p> <p>10.1) Subject to point 10.4 below, the Contractor (the "Indemnifying Party") undertakes to indemnify, hold harmless the Employer (the "[Indemnified Party]") from and against all 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, comorator or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under this Agreement.</p> <p>10.2) 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.</p> <p>10.3) Indemnifying Party will not indemnify the Indemnified party, however, if the claim Of infringement caused by a. Indemnified Party's misuse or modification of the Service; b. Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c. Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing,</p>	<p><b>Please modify as suggested</b></p> <p>2.10 Indemnification and Limitation of Liability</p> <p>10.1) Subject to point 10.4 below, the Contractor (the "Indemnifying Party") undertakes to indemnify, hold harmless the Employer (the "[Indemnified Party]") from and against all 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, comorator or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under this Agreement.</p> <p>10.2) 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.</p> <p>10.3) Indemnifying Party will not indemnify the Indemnified party, however, if the claim Of infringement caused by a. Indemnified Party's misuse or modification of the Service; b. Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c. Indemnified Party's use of the Service in combination</p>	The criteria shall stand as in Tender document.

TCS	226		Page 63	<p>Declaration Son/Daughter/Wife of Shri. .... signatory of the are competent to sign this declaration and execute this tender document: I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them: The information/documents furnished along with the above application are true and authentic to the best of my knowledge end belief, I am well aware of the fact that furnishing of anv false information/fabricated document would result in rejection of my tender at any stage besides of becoming liable prosecution under appropriate law and also forfeiture Of EMD/PSD as the case may be:</p>	<p><u>Please modify as suggested</u> Declaration Son/Daughter/Wife of Shri. .... signatory of the are competent to sign this declaration and execute this tender document: I have carefully read and understood all the terms and conditions of the tender and <u>subject to deviations</u> undertake to abide by them: The information/documents furnished along with the above application are true and authentic to the best of my knowledge end belief, I am well aware of the fact that furnishing of anv false information/fabricated document would result in rejection of my tender at any stage besides of becoming liable prosecution under appropriate law <del>and- also forfeiture Of EMD/PSD as the case may be:</del></p>	The criteria shall stand as in Tender document.
TCS	227		Section 12, Page No 64	Financial Format	<p>If we total the number of manpower required under different functional designation, then the grand total comes to 155 resources where as the total of manpower required under different functional designation in Annexure D is 158 resources. Request you to rectify the error?</p>	The Tender is for hiring of 158 manpower resources, any deviation shall be treated as typographical error and shall be read as 158 instead.
TCS	228		Page 67 Annexure A	<p>To The Senior Accounts Officer, IT Division, O/O Controller General of Accounts, Ministry of Finance. Department of Expenditure, Mahalekha Niyantrak Bhwan, GPO Complex, INA. New Delhi -1 10023. Sir/Madam, I)We hereby accept unconditionally by signing all the pages of the Tender document and other documents attached therewith all the terms and conditions as contained in tender documents as well as notice inviting tender (NIT) and in default thereof. 10 forfeit and pay to O/O CGA, or its successors such sums of money as are stipulated in the notice inviting tenders and tender documents. Dated the day of</p>	<p><u>Please modify as suggested</u> To The Senior Accounts Officer, IT Division, O/O Controller General of Accounts, Ministry of Finance. Department of Expenditure, Mahalekha Niyantrak Bhwan, GPO Complex, INA. New Delhi -1 10023. Sir/Madam, I) <u>Subject to deviations</u> we hereby accept <del>unconditionally</del> by signing all the pages of the Tender document and other documents attached therewith all the terms and conditions as contained in tender documents as well as notice inviting tender (NIT) and in default thereof. 10 forfeit and pay to O/O CGA, or its successors such sums of money as are stipulated in the notice inviting tenders and tender documents. Dated the day of</p>	The criteria shall stand as in Tender document.

TCS	229			Page 68	<p>NAME (CAPITAL LETTERS) ADDRESS 14 Undertaking by the bidder: Annexure B I/We agree to abide by and fulfil all terms and conditions referred to and as contained in tender documents elsewhere and in default thereof. to forfeit and pay to 0/0 the Controller General of Accounts or its successors such sums of money as are stipulated in the notice inviting tenders and tender documents. II. 'We hereby pay the earnest money of amount as mentioned in the Tender documents in favour of PAC), 0/0 CGA, New Delhi payable at New Delhi. III. If I/W: fail to provide the desired manpower as per the order Letter of Intent within 15 days of the date of issue of Letter of Intent and/or I/we fail to sign the agreement as per contract and/or I/we fail to submit performance guarantee as per contract, I/we agree that (YO the Controller General of Accounts shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent and the said earnest money as specified above shall stand forfeited. I/we are also enclosing herewith the Acceptance letter on the prescribed Performa referred to in condition of NIT.</p>	<p><u>Please modify as suggested</u> NAME (CAPITAL LETTERS) ADDRESS 14 Undertaking by the bidder: Annexure B <u>Subject to deviations</u> I/We agree to abide by and fulfil all terms and conditions referred to and as contained in tender documents elsewhere and in default thereof <del>to forfeit and pay to 0/0 the Controller General of Accounts or its successors such sums of money as are stipulated in the notice inviting tenders and tender documents.</del> ii.'We hereby pay the earnest money of amount as mentioned in the Tender documents in favour of PAC), 0/0 CGA, New Delhi payable at New Delhi. III. If I/W: fail to provide the desired manpower as per the order Letter of Intent within <del>60</del> <u>15</u> days of the date of issue of Letter of Intent and/or I/we fail to sign the agreement as per contract and/or I/we fail to submit performance guarantee as per contract, I/we agree that (YO the Controller General of Accounts shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent <del>and the said earnest money as specified above shall stand forfeited.</del> I/we are also enclosing herewith the Acceptance letter on the prescribed Performa referred to in condition of NIT.</p>	The criteria shall stand as in Tender document.
TCS	230			Page 71	<p>II. Other Provisions 1. The unit rates and total cost of services are inclusive of all applicable duties &amp; taxes as on the date signing of contract. 2. The unit rates and total cost of services shall remain firm during 36 months of contract duration except for adjustments that may be made in accordance with terms and conditions of the contract for changes in applicable taxes and duties. 3. Payments for consolidated monthly charges shall be made to the Firm / Agency on a monthly basis on submission of a bill/invoice for the services provided along with supporting documents such as certified attendance and satisfactory performance of personnel. 4. Prorated deductions shall be made from monthly charges for any personnel on account of unauthorized absence.</p>	<p><u>Please modify as suggested</u> II. Other Provisions 1. The unit rates and total cost of services are <del>exclusive - inclusive</del> of all applicable duties &amp; taxes as on the date signing of contract. 2. The unit rates and total cost of services shall remain firm during 36 months of contract duration except for adjustments that may be made in accordance with terms and conditions of the contract for changes in applicable taxes and duties. 3. Payments for consolidated monthly charges shall be made to the Firm / Agency on a monthly basis on submission of a bill/invoice for the services provided along with supporting documents such as certified attendance and satisfactory performance of personnel. 4. Prorated deductions shall be made from monthly charges for any personnel on account of unauthorized absence.</p>	The criteria shall stand as in Tender document.

TCS	231		Appendix C — Duties of the Firm/Agencies/Consultant, Page 72	The IT Professionals provided by the Company shall be entitled for casual leave and public holidays as applicable to Government personnel.	Please confirm that days of casual leaves taken by the associates (within the allowed limit) will be part of the billing of the associate to the O/o CGA.	This shall be informed at time of award of contract.
TCS	232		Appendix B - Duties of employer, Page - 72	The Employer will provide the following inputs and facilities: - 1, Office space and infrastructural facilities such as Office, Tel., Fax, Computer with Internet Connection (NIC Line), Stationary, etc	If there is requirement in the project that associates has to work from home (like in the current situation of COVID 19 or otherwise) and/ or also on holidays or during off hours to take care of critical activities of the project, Please confirm that 1. Laptop will be provided by the O/o CGA. 2. Internet/communication will be provided.	As per Government of India's extant guidelines.
TCS	233		Page 72	Appendix C — Duties of the Firm/Agencies/Consultant 1. The IT Professionals are required to perform the work in the premises of the Office of CGA. Project Cell in the office of the Controller General of Accounts, or any other office as may be assigned by the Employer, 2. The IT professionals provided by the Company shall report to Assistant Controller General of Accounts through Senior Technical Director, NIC. 3. The IT Professionals shall be required to submit reports periodically about the progress of work done by them as may be prescribed by Senior Technical Director, NIC and Assistant Controller General Of Accounts from time to time. 4. The IT Professionals provided by the Company shall be entitled for casual leave and public holidays as applicable to Government personnel. Request, if any, for grant of leave to IT professionals shall be made to the Assistant Controller General of Accounts through Senior Technical Director.	<b>Please modify as suggested</b> Appendix C — Duties of the Firm/Agencies/Consultant 1. The IT Professionals are required to perform the work in the premises of the Office of CGA. Project Cell in the office of the Controller General of Accounts, or any other office as may be assigned by the Employer, <b>however due to the current Covid 19 situation services shall be provided by employees working from remote location including work from home.</b> 2. The IT professionals provided by the Company shall report to Assistant Controller General of Accounts through Senior Technical Director, NIC. 3. The IT Professionals shall be required to submit reports periodically about the progress of work done by them as may be prescribed by Senior Technical Director, NIC and Assistant Controller General Of Accounts from time to time. 4. The IT Professionals provided by the Company shall be entitled for casual leave and public holidays as applicable to Government personnel. Request, if any, for grant of leave to IT professionals shall be made to the Assistant Controller General of Accounts through Senior Technical Director.	The criteria shall stand as in Tender document.

TCS	234		Page 73 Appendix D	Format Of Bank Guarantee/Performance Security	<p><b><u>Please modify as suggested</u></b>  Format Of Bank Guarantee/Performance Security  <u>This Bank Guarantee issued by</u>  <u>Bank, on behalf of the Contractor</u>  <u>in favor of Purchaser is in respect of the</u>  <u>Contract/agreement dated</u> .</p> <p><u>As communicated by Contractor on the date of execution</u>  <u>of this Bank Guarantee an amount of Rupees</u>  <u>(Rupees</u>  <u>only) is outstanding</u>  <u>and payable to Contractor by Purchaser, in respect of</u>  <u>pervious contracts between Contractor and Purchaser.</u></p> <p><u>As communicated by Contractor on the date of execution</u>  <u>of this Bank Guarantee, there are no outstanding disputes</u>  <u>related to any pervious contracts between Contractor and</u>  <u>Purchaser.</u></p> <p><u>Notwithstanding anything contained hereinabove:</u>  <u>a) Our liability under this Bank Guarantee shall not exceed</u>  <u>and is restricted to Rs. (Rupees</u>  <u>only)</u>  <u>b) This Guarantee shall remain in force up to and including</u>  <u>(including claim period of three months)</u>  <u>c) Unless the demand/claim under this guarantee is served</u>  <u>upon us in writing before all the rights of</u>  <u>Purchaser under this guarantee shall stand automatically</u>  <u>forfeited and we shall be relieved and discharged from all</u>  <u>liabilities mentioned hereinabove.</u></p>	The criteria shall stand as in Tender document.
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TCS	235			Annexure E; Page 75	<p>DATA SECURITY CERTIFICATE (To be executed on Rs.100/- Non-judicial Court Stamp)</p> <p>I / We hereby certify that 0/0 The Controller General of Accounts 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. The original input data supplied to me / us by the Office of CGA 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 CGA. / We shall abide by all security and general instructions issued by CGA or a person authorized by CGA from time to time.</p> <p>I / We also agree that any data pertaining to Office of CGA will be handed over / removed (as the case may be) from my / our possession in the presence of person(s) authorized by Office of CGA after completion of the task.</p>	<p>DATA SECURITY CERTIFICATE (To be executed on Rs.100/- Non-judicial Court Stamp)</p> <p>I / We hereby certify that 0/0 The Controller General of Accounts 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. The original input data supplied to me / us by the Office of CGA 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 CGA. / We shall abide by all security and general instructions issued by CGA or a person authorized by CGA from time to time.</p> <p>I / We also agree that any data pertaining to Office of CGA will be handed over / removed (as the case may be) from my / our possession in the presence of person(s) authorized by Office of CGA after completion of the task.</p>	The criteria shall stand as in Tender document.
TCS	236			Form Tech 1, Page 76	<p>LETTER OF BID SUBMISSION [Location, Dated] To, Sr. Accounts Officer. IT Division, Office of Controller General of Accounts Dear Sir/Madam, We, the undersigned. Offer to provide the services of IT Professional(s) for a web enabled application portal being developed by the CGA in implementation Of Public Financial Management System of the Ministry of Finance, Department of Expenditure. and Govt. of India in accordance with your Notice Inviting Tender No. MF.CGA}1TD-SPC/0711/2018/1T HR dated and our proposal. We are hereby submitting our proposal. which includes this Technical Proposal, and a Financial Proposal and requisite EMD and bid processing fees. We hereby declare that all the information and statement made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. We understand you are not bound to accept any proposal you receive.</p>	<p><u>Please modify as suggested</u> LETTER OF BID SUBMISSION [Location, Dated] To, Sr. Accounts Officer. IT Division, Office of Controller General of Accounts Dear Sir/Madam, We, the undersigned. Offer to provide the services of IT Professional(s) for a web enabled application portal being developed by the CGA in implementation Of Public Financial Management System of the Ministry of Finance, Department of Expenditure. and Govt. of India in accordance with your Notice Inviting Tender No. MF.CGA}1TD-SPC/0711/2018/1T HR dated and our proposal. We are hereby submitting our proposal. which includes this Technical Proposal, and a Financial Proposal and requisite EMD and bid processing fees. We hereby declare that all the information and statement made in this Proposal are true, <u>to the best of our knowledge and belief</u> and accept that any misinterpretation contained in it may lead to our disqualification. We understand you are not bound to accept any proposal you receive</p>	The criteria shall stand as in Tender document.

TCS	237		TECHNICAL REQUIREMENT FOR IT MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL BIDDER,	Skill Set. Qualification and Experience I. Big Data Solution Architect II. Data Steward III. Senior Technical Project Manager V. Technical Project Manager VI. Project Specialist VIII. Business Analyst	Please include MCA as a Professional Qualification degrees for the mentioned designations.	The criteria shall stand as in Tender document.
TCS	238		TECHNICAL REQUIREMENT FOR IT MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL BIDDER,	X. Team Lead : Preferred Professional Qualification/Certification	Kindly include the following relevant certifications as part of Microsoft Certifications - 1. MS-SQL Server , MS .Net , Biz-Talk	The criteria shall stand as in Tender document.
TCS	239		TECHNICAL REQUIREMENT FOR IT MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL BIDDER,	XVI. BI Support Team - Preferred Professional Qualification/Certification	Kindly include the following relevant certifications as part of Microsoft Certifications 1. MS-SQL Server	The criteria shall stand as in Tender document.
TCS	240		TECHNICAL REQUIREMENT FOR IT MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL BIDDER,	XVII. Software Developer - Preferred Professional Qualification/Certification	Kindly include the following relevant certifications as part of Microsoft Certifications MS-SQL Server & BizTalk	The criteria shall stand as in Tender document.



TCS	241				In case, Company/ Firm/ Agency is asked to provide a substitute and it fails to do so with in 21 days, the a penalty equal to 10% of the daily remuneration of the worker will be imposed on the agency, beside deduction of daily remuneration of the said IT professional. Company/ Firm/ Agency shall immediately provide a substitute in the event of person leaving the job due to his/her personal reasons.	Penalty should not be included in the event of employee leaving the organisation or any other reason beyond the control of the SI.	The criteria shall stand as in Tender document.
TCS	242			Annexure F — Integrity Pact Format , Page 108	10 Sanctions and Violations iv. <del>To</del> recover all sums already paid by the purchaser, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing RBI Bank Rate. v. <del>To</del> encash the advance bank guarantee and performance-Bank Guarantee if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest. vi. <del>To</del> cancel all or any other Contracts with the Bidder.	<u>Please modify as suggested</u> 10 Sanctions and Violations <del>iv.To recover all sums already paid by the purchaser, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing RBI Bank Rate.</del> v.To encash the advance bank guarantee and performance-Bank Guarantee if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest. <del>vi.To cancel all or any other Contracts with the Bidder.</del>	The criteria shall stand as in Tender document.
TCS	243					<u>Please add the following clauses as part of the contract</u> Execution Infrastructure  The EMPLOYER will provide necessary and adequate infrastructure to enable Consultant to fulfill its commitment for the assignment. This will be applicable for each Consultant Consultant associated with the project and will be arranged for and provided at no cost to Consultant. The infrastructure will include:  i. Office space; ii. Hardware and software; iii. Computer consumable including stationery, printer ribbons/toner, magnetic storage media such as floppy disks, tapes, cartridges, DATs; iv. Office stationery and consumable; v. Secretarial assistance, if necessary at site; vi. Telephone, e-mail and fax facilities at site; vii. Photocopying assistance; viii. Meeting Room facilities including room equipped with a writing board, seating arrangements, computers/ terminals, overhead projector and consumables. (pl. mention if any additional infrastructure is to be provided).  The above-mentioned infrastructure will be required for work to be carried out at the site of EMPLOYER during regular working hours. EMPLOYER shall make arrangements to provide for the same beyond these hours such as after regular working hours and on holidays (excluding only compulsory national holidays), whenever required.	The criteria shall stand as in Tender document.

<b>Infrasoft Tech</b>	244	3	6	7	Last Date, Time, Place of submission of Tender Document	What is the Last Date and time to upload final Tender documents?	A separate corrigendum, if required, shall be issued.
<b>Infrasoft Tech</b>	245	3	7	10	EMD/ Validity: 165 days	What is the process to return EMD for unsuccessful bid?	The EMD shall be returned as per the process stipulated in Tender document.
<b>Infrasoft Tech</b>	246	5	19	5	Sales Turnover	May we request you to please consider Sales Turnover 250 Cr p.a. for equal opportunity	The criteria shall stand as in Tender document.
<b>Infrasoft Tech</b>	247	5	21	9	Technical Capacity	Will timely and successful execution of Projects in only Financial service sector/ Banking industry with similar budget be considered?	For capability in Government Sector only e-Governance and related <b>projects in Central/State Government</b> shall be considered ( section 5 point 9). For projects of similar nature in Governemnt and non-Government domains, project value parameter for projets pertaining to Public Financial Management or Financial Systems (technical evaluation model point S.4) shall be considered. Both of above are two different criterias.
<b>Infrasoft Tech</b>	248	11	64	12	Financial Bid Proforma	In "No of Manpower" Grand Total mentioned is 158. However the Summation here is 155. Please clarify.	The Tender is for hiring of 158 manpower resources, any deviation shall be treated as typographical error and shall be read as 158 instead.
<b>BirlaSoft</b>	249					Can we get searchable PDF/Word document of the Tender document ?	Copy of Tender with signature of representative of Tendering authority has to be provided per rules, same has been provided.
<b>BirlaSoft</b>	250				Page No 21 Pre Qualification Criteria - Technical Capacity	* Can we consider 3 projects of minimum INR 9 to INR 10 Crores * Can we consider non-government projects for this PQC	The project values shall be in line with stipulations in Tender document and for Union Government or State Governemnt or Union /State Government entities for this Pre-qualification criteria.
<b>BirlaSoft</b>	251				Page no 25 Evaluation parameters	We understand that approach and work plan to be submitted is only for the on-boarding/ ramp-up of the resources. Please confirm	It is largely from Project Execution point of view while having some aspects of T&M engagement.
<b>BirlaSoft</b>	252				Page no 79 Form TECH 4	How many CVs are expected to be submitted with submission of the Tender ?	All 158 CVs are expected to be submitted for evaluation of bid.

BirlaSoft	253				Page no 88	<p>* Can we consider below mentioned technical certifications as mandatory for Project Manager and Project Specialist role:</p> <ul style="list-style-type: none"> <li>* .NET</li> <li>* BizTalk</li> <li>* MS-SQL</li> </ul>	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.
BirlaSoft	254				Page no 94	<p>* How many Sr Software developer's are required to have BizTalk + BI + SharePoint skills ?</p> <p>* Can it be segregated into Core Skills and optional skills?</p>	The numbers are as per details provided in the Tender document. The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.
BirlaSoft	255				Page no 94	<p>* What are the top 2 mandatory certifications expected? Can other certifications be optional?</p> <p>Sr Software developer - Java certification and mobile app development certification is also mentioned. JD mentions development in BI, SharePoint, BizTalk.</p> <p>Please confirm if this certification is necessary for this role</p>	The numbers are as per details provided in the Tender document. The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.
BirlaSoft	256				Page no 100	<p>Software developer - In the JD for this role it is mentioned that developer needs to be performing .NET application development. However in the skills it is mentioned that PHP, Android development is also needed.</p> <p>Please clarify if each developer would be expected to have .NET + PHP and Android development skills or these can be optional?</p> <p>Or</p> <p>Can the count of 56 developers will have combination of these skills ?</p>	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles. The design and programming skills across platforms are more or less based upon design logic which is akin across platforms, hence work done in some but not all technological areas asked for, shall be considered. The O/o CGA deploys largely platforms of Microsoft for its various applications and projects, same may be kept in mind while submitting profiles.
BirlaSoft	257				Page no 26	<p>It is mentioned that key parameter for evaluation would be team composition. However team composition required is already defined in Annexure D (Page 82).</p> <p>Please clarify on expectations regarding team composition</p>	The CVs of the proposed team composition shall be evaluated for same.

BirlaSoft	258				Page no 24	Takeover and exit plan - Is transition plan per resource expected ? Kindly elaborate on what is expected in Takeover and Exit Plan	Transition plan is both for resources and module wise / project wise. This shall be done vide KT by existing resources and documents.
BirlaSoft	259				Page no 68	It is mentioned that need to provide manpower within 15 days of LOI. Please clarify on the number of people that need to be on-boarded initially and time-frame for on-boarding entire team.	Deployment plan is as per Annexure B of this notification.
BirlaSoft	260				Page no 78	As per our understanding role to be performed by vendor is supply of IT manpower. However , in this section provision of Technical approach, deliverables, milestones is mentioned as evaluation criteria. Please confirm that the approach and deliverables mentioned here is for resources ramp-up plan and not project specific milestones and deliverables.	Project Specific expectations and deliverables shall be made available at time of on-boarding the resources.
BirlaSoft	261				Page no 32	It is mentioned that substitute needs to be provided if existing resource is on leave. It is our understanding that this is applicable only in case of long leave. Please confirm	<b>Leave beyond 2 weeks will be considered as long leave.</b>
BirlaSoft	262				Page no 84	* It is mentioned that PMP certification is required for Big Data Solution Architect, Data Steward role. We wanted to understand the rationale behind requirement of PMP certification for a technical role? * Can this be optional in case of Big Data Solution Architect and Data Steward Role?	The minimum qualifications mentioned are essential against each profile while certifications are desirable and give value addition and would lead to better consideration while evaluation of the profiles.
BirlaSoft	263				Page number 95 - D-Sr. S/w. Developer	From JD it looks like SharePoint developer and SharePoint Admins are also needed , please share break up of both	The skill sets and numbers for same shall be as per the Tender document.
BirlaSoft	264					For SharePoint Admin skills is it required to have knowledge of SQL server also ?	<b>It may be desirable and would lead to better consideration in evaluation of the profiles.</b>
BirlaSoft	265					Please confirm if Sharepoint instance is O365 or SharePoint Online ?	These details shall be shared at time of onboarding the resources.
BirlaSoft	266					Please confirm if skills like SSRS is required for SharePoint professionals	<b>It may be desirable and would lead to better consideration in evaluation of the profiles.</b>
BirlaSoft	267				Page no 84 Big data Solution architect	Responsibilities mentioned are largely towards on data platform however certification mentioned are largely towards on general certification. Can you pls specify if any desired skills set looking from Big Data engineering e.g. Cloudera, AWS or Azure data engineering.	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.

BirlaSoft	268				Page no 90 Business Analyst	Responsibilities are largely towards business analysis & system design & testing on data platform , data warehouse, data architecture & BI solution. However certification mentioned are on general architecture(TOGAF) and PM. Please confirm if these certifications are relevant for this role and can it be optional?	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.
BirlaSoft	269				Page no 99 BI Support Team	As per experience mentioned in JD details, the developer should be proficient in Microsoft BI stack to support the application however certification mentioned are for business analysis and CBAP. Can we consider person certified on Microsoft BI?	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.
BirlaSoft	270				Page 98/99 , Section XV - Tester	The responsibilities for Testers include multiple testing skill types (Security, Performance, Manual/Functional). Please provide the break up of number of resources required for each type of testing.	These details shall be shared at time of onboarding the resources.
BirlaSoft	271				Page 98/99 , Section XV - Tester	What all the testing tools are used for performance and security testing, for which the relevant skilled resources are required.	As per requirement of the project.
BirlaSoft	272				Page 97/98 , Section XIV - Quality Assurance Team Members	The responsibilities for Quality Assurance Team refers to SOA practices and Architecture. Please confirm if SOA refers to Service Oriented Architecture, and if the Quality Assurance team member need to have technical experience around SOA?	SOA refers to Service Oriented Architecture , experience of same may give value addition and would lead to better consideration while evaluation of the profiles.
BirlaSoft	273				Page 97/98 , Section XIV - Quality Assurance Team Members Page 98/99 , Section XV - Testers	The responsibilities for Quality Assurance Team refers to evaluation of IT Systems for Cross Platform Automated Testing but the same is not mentioned in Tester's profile. Please let us know if there is requirement for Automated Testing? If yes, Please provide the Job description and number of Automation Testing resources and the tools being used / required to be used.	As per requirement of the project.
BirlaSoft	274				Page no. 86-87 (Sr. Database Administrator) & Page no. 96: Database administrator	There is no specific certification for Microsoft SQL 2008/2012/2014 configuration and administration. Can bidder assume the equivalent certification in SQL Server Administration for the required resource? It is assumed that the responsibilities of the DB admin will be only restricted up to DB level and the knowledge/experience of storage and backup will not be required. Please confirm on the above	The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.

BirlaSoft	275				<p>Page no.89: Sr. System Administrator &amp; Page no. 101 : System Administrator</p>	<p>We assume that the installation and configuration is only limited to software firewalls and not physical/network firewalls i.e. no racking, stacking and cabling of physical firewall'. Please confirm</p> <p>It is assumed that the skills sets of the required resource will be limited up to OS level and involve only coordination activities during any kind of migration with the required team i.e. application or database</p> <p>"The person will support Change Management System and the promotion of database and application source code change to QA and Production". It is assumed that the required resource will provide the support up to OS level and web and database admin and configurations will be done by the respective application teams. Please confirm</p> <p>Resource should also have knowledge in handling Backup and storage activities as mentioned in experience section. Please confirm whether it is mandatory have it as these activities comes under storage and backup admin. We recommend to have a separate storage/backup admin for this activities as DB admin will only perform the activities related to DB. Please confirm if this can be considered.</p>	<p>The responsibility Area of Sr. System Administrator and Sr. Database Administrator are in Tender Document.</p>
BirlaSoft	276				<p>Page no 104-105: Technical Support engineer</p>	<p>We assume the JD is for desktop support engineer however it is no necessary to have programming knowledge or programming certification as mentioned in the resource experience section. Please confirm</p>	<p>The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles. The experience shall match the profile against which CV is being submitted.</p>
BirlaSoft	277				<p>General</p>	<p>Will there be technical evaluations by the CGA IT team of resources proposed ; if yes then share tentative number of rounds?</p>	<p>These details shall be shared at time of onboarding the resources.</p>
BirlaSoft	278				<p>Page 34 General</p>	<p>It is mentioned in point no 18 that evidences of bank transfer of salaries should be furnished. Salary details of employees are confidential and it will be a challenge to share this data. We recommend to relax this clause</p>	<p>The criteria shall stand as in Tender document.</p>
BirlaSoft	279				<p>General</p>	<p>Certifications - For every role we have multiple certifications needed. Can we work to get relevant certifications completed within 90 days of starting the work for that particular profile?</p>	<p>The minimum qualifications mentioned are essential against each profile while certifications are desirable and would lead to better consideration while evaluation of the profiles.</p>

BirlaSoft	280				Page # 31 Terms and Conditions Point No. 6	The criteria of substitution is not mentioned. The substitution can be done with a curing period of 21 days. However, we request to relax the penalty clause of 10%	The criteria shall stand as in Tender document.
BirlaSoft	281				General	Request to please extend the bid submission date by 10 working days to allow us sufficient time to respond to the Tender	<b>Necessary corrigendum in this regard has been issued.</b>
BirlaSoft	282				Page 55, Clause 2.10: Model Contract - Indemnification & Limitation of Liability	Limitation of Liability clause: We request to cap the limitation of liability to the value of services delivered or payment made	The criteria shall stand as in Tender document.
BirlaSoft	283				Page 45: Clause 2.2.9: Model Contract - Termination	Right to Termination of services for convenience: Since termination notice period is an enabling provision for the program of three years, 30 days period will not be sufficient to close the issues / concerns or cure the breach reason. Hence we propose to have a notice period of 90 days.	The criteria shall stand as in Tender document.
BirlaSoft	284				Page 84: Technical Requirement For IT Manpower to be deployed by the successful bidder	Confirmation required on Non-IT/ Non-computer Science graduates or engineers having rich experience in required IT skill/domain to be eligible for different roles in discussion.	The educational qualifications are as per the Tender document, engineering streams are not made mandatory criteria for resources but rich experience shall suffice.
Accenture	285	Section IV - Instructions to Bidders Clause 16 – Financial Bid	Page No 13	16 of Section IV, Financial Bid	The successful Tenderer shall have to deposit the Performance Security irrespective of status of Company/Firm/Agency equal to 7% of contract value in the form of Demand Draft/Bank Guarantee favoring Pay and Accounts Officer, IT Division, O/o CGA, Ministry of Finance, Maha Lekha Niyantrak Bhawan, E-Block, GPO Complex, INA, New Delhi-110023 to the Sr. Accounts officer Mahalekha Niyantrak Bhawan, GPO Complex, INA, New Delhi. Performance Security must remain valid for a period of 60 days beyond the date of completion of all contractual / obligations by the supplier including warranty obligations. In case, the contract is further extended beyond the initial period, a revised Performance Security Deposit 7% will have to be submitted for the contract value within two weeks of communication of decision in this regard to the Company/Firm/Agency. Original EMD will be returned to the Tenderer after deposit of performance security. No interest will be payable on this accounts. Further, if agency fails to deploy the required manpower against the initial requirement within 10 days from the date of receipt of the work order or within 15 days from the date of issue of work order whichever is earlier, the EMD shall stand forfeited without giving any further notice.	Bidder requests that the performance security will be submitted after the parties execute a mutually acceptable definitive agreement.  Further bidder requests for deletion of the following language: “Further, if agency fails to deploy the required manpower against the initial requirement within 10 days from the date of receipt of the work order or within 15 days from the date of issue of work order whichever is earlier, the EMD shall stand forfeited without giving any further notice.”  Client to confirm the understanding.	These details shall be made available at time of award of contract.
Accenture	286	Section V 2 Financial Bid-sub point (q)	Page No 29		Any Conditional bid would be rejected	Bidder requests for deletion of this provision.  We submit that Bidder may be bound to put forward certain deviations and assumptions. We can reach to a mutually acceptable position during the contracting phase.  Client to confirm the understanding.	The criteria shall stand as in Tender document.

Accenture	287	Section VII Terms and Conditions 4	Page No 31	4 –Terms and Conditions	<p>This shall continue for three years from there unless it is curtailed or terminated by the competent authority in the O/o CGA, O/o the Controller General of Accounts or a person authorized by him owing to deficiency of services, substandard quality of manpower deployed, breach of contract, reduction or cessation of the requirements, or for any other administrative reasons etc.</p> <p>Authority reserves right to terminate the contract during the period of contract after giving a month notice to the agency.</p>	<p>Bidder request for deletion of the language and proposes the following language:</p> <p>This shall continue for three years from there unless it is curtailed or terminated by the competent authority of either party. Either party, upon providing written notice of 30 days to the other party, may terminate the contract if the other party materially breaches the contract and fails to cure such breach within 30 days from the date of receipt of such notice.</p> <p>Further, each Party may terminate the contract for convenience upon 90 days’ notice.</p> <p>Upon termination, Client shall pay Bidder for all Services rendered and expenses incurred by Bidder prior to the date of termination. In addition, if Bidder terminates an agreement for Client’s breach or Client terminates for convenience, Client shall also pay Bidder for any out-of-pocket demobilization costs or other costs resulting from such early termination.</p> <p><u>Client to confirm the understanding.</u></p>	The criteria shall stand as in Tender document.
Accenture	288	Section V Main Para	Page No 17	Eligibility and Evaluation Process and Criteria	<p>Authority reserves right to terminate the contract during the period of contract after giving a month notice to the agency</p>	<p>Further, each Party may terminate the contract for convenience upon 90 days’ notice.</p> <p>Upon termination, Client shall pay Bidder for all Services rendered and expenses incurred by Bidder prior to the date of termination. In addition, if Bidder terminates an agreement for Client’s breach or Client terminates for convenience, Client shall also pay Bidder for any out-of-pocket demobilization costs or other costs resulting from such early termination.</p>	The criteria shall stand as in Tender document.



Accenture	289	Section VII Terms and Conditions 6 and 8	Page No 31 and 32	4 –Terms and Conditions	<p>In case, the Company/Firm/ Agency is asked to provide a substitute and it fails do so within 21 (twenty) days, then a penalty equal to 10% of the daily remuneration of the worker will be imposed on the agency, besides deduction of daily remuneration of the said IT professional.</p> <p>The requirement of manpower may increase or decrease during the period of contract. In case of changes in the requirement, the same shall be informed to the vendor. The Tenderer shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Tenderer.</p>	<p>Bidder requests for deletion of provision related to penalty in the given clause.</p> <p>While, in principle, bidder agrees with requirement of replacement of resources, bidder proposes the following language to be included: “Client shall be entitled to seek the withdrawal or replacement (as the case may be) of any Resource in the following instances: i. In case a Resource resigns or is critically unwell then Bidder will provide a notice of 30 days to Client for withdrawal of such employee. ii. If, within the first thirty (30) days’ of the tenure of a Resource pursuant to the scope defined in contract, the Client becomes dissatisfied with the performance of a Resource, the Bidder shall, on receipt of written notice regarding the same from Client, as soon as reasonably possible replace such Resource(s).</p>	The criteria shall stand as in Tender document.
Accenture	290	Section VII Terms and Conditions 8	Page No 32	7–Terms and Conditions	<p>The requirement of manpower may increase or decrease during the period of contract. In case of changes in the requirement, the same shall be informed to the vendor. The Tenderer shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Tenderer.</p>	<p>Bidder requests for deletion of provision related to penalty in the given clause.</p> <p>While, in principle, bidder agrees with requirement of replacement of resources, bidder proposes the following language to be included: “Client shall be entitled to seek the withdrawal or replacement (as the case may be) of any Resource in the following instances: i. In case a Resource resigns or is critically unwell then Bidder will provide a notice of 30 days to Client for withdrawal of such employee. ii. If, within the first thirty (30) days’ of the tenure of a Resource pursuant to the scope defined in contract, the Client becomes dissatisfied with the performance of a Resource, the Bidder shall, on receipt of written notice regarding the same from Client, as soon as reasonably possible replace such Resource(s).</p>	The criteria shall stand as in Tender document.
Accenture	291	Section VII Terms and Conditions 7	Page No 31	7–Terms and Conditions	<p>The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency without the prior written consent of O/o CGA. The circumstances for change will be submitted in writing to O/o CGA for approval in the first.</p>	<p>While bidder agrees that the subcontracting cannot be done without prior written consent of Client, Bidder request that bidder should be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any of its affiliates without consent requirement from client.</p> <p><i>Client to confirm the understanding</i></p>	<b>Consortium or Sub-Contracting is not permitted as stipulated under Section V (e) and Section 2 (10) . The conflicting text in Section 7 may be treated as typographical error.</b>

Accenture	292	Section VII Terms and Conditions  17	Page No 33	7–Terms and Conditions	Resources assigned to O/o CGA will ordinarily work during the office hours notified by the Government. However, to attend to exigencies of work, assigned resources may be required to attend office beyond notified hours without any additional charges.	Bidder submits that work performed by resources beyond usual working hours will be charged on additional basis. All expenses related to overtime shall be charged at actuals and invoiced separately on a monthly basis.  Client to confirm the understanding.	There shall not be any over-time or any kind of extra payment.
Accenture	293	Section VII Terms and Conditions  11	Page No 32	7–Terms and Conditions	Company/Firm/Agency will not use any product design, information of nature of copy right and Intellectual Property of products developed by O/o CGA and shall not claim rights to any work done by assigned persons in O/o CGA.	Bidder requests for deletion of the following line from the provision: “and shall not claim rights to any work done by assigned persons in O/o CGA.”	The criteria shall stand as in Tender document.
Accenture	294	Section VII  11	Page No 32	Instruction to Bidders	The O/o CGA assets will be protected against copy rights & IP rights will be protected by the bidders at all time.	Bidder requests for deletion of the following line from the provision: “and shall not claim rights to any work done by assigned persons in O/o CGA.”  Bidder proposes the following additional language to be added: “Upon full and final payment, Client shall have a perpetual, nontransferable, non-exclusive paid-up right and license for purposes of its internal business to use, copy, modify and prepare derivative works of the Deliverables developed in the course of the Services hereunder, subject to any restrictions of any third-party materials embodied in the Deliverables and disclosed to Client. All other rights in the Deliverables and related intellectual property rights shall be the sole and exclusive property of Bidder and/or are hereby assigned to Bidder. Subject to obligations of confidentiality, each party shall be free to use the concepts, techniques and know-how used and developed on the Project. In any event, Bidder shall continue to be free to perform similar services and develop Deliverables that may be similar or which may be competitive with those produced hereunder for itself or its other clients using its general knowledge, skills and experience that are acquired or used in the course of providing the Services.”	The criteria shall stand as in Tender document.
Accenture	295	Section VII  17	Page No 33	Instruction to Bidders	“No additional payment shall be made if the person deployed to work additional hours on account of office exigency.”	Bidder submits that work performed by resources beyond usual working hours will be charged on additional basis. All expenses related to overtime shall be charged at actuals and invoiced separately on a monthly basis.	There shall not be any over-time or any kind of extra payment.

Accenture	296	Section VII 18	Page No 34	Instruction to Bidders	<p>The contracting Company/Firm/Agency shall furnish the following documents in respect of the manpower that will be deployed in the IT Projects O/o CGA, before the deployment.</p> <p>a) List of manpower deployed for IT Projects O/o CGA containing full details i.e. Date of birth, marital status, address etc.</p> <p>b) Bio-Data of the persons duly signed by himself/ herself.</p> <p>c) Self-attested copy of matriculation certificate containing date of birth.</p> <p>d) Self-attested copy of Qualifications as specified in the Tender document.</p> <p>e) Attested character certificate for verifying antecedents of the deployed resource.</p> <p>Vendor will also carry out background check of all persons assigned to IT Projects O/o CGA.</p> <p>f) Contract agreement duly signed as per Annexure "C"</p> <p>g) Data Security Certificate as per Annexure "D"</p>	<p>Bidder requests for deletion of the following from the provision:</p> <p>f) Contract agreement duly signed as per Annexure "C"</p> <p>g) Data Security Certificate as per Annexure "D"</p> <p>Bidder submits that bidder is bound to submit certain deviations and parties will discuss and will arrive on a mutually acceptable positions in final contracting stage</p>	The criteria shall stand as in Tender document.
Accenture	297	Section VII 24	Page No 35	24 - ARBITRATION	<p>O/o CGA and the selected vendor shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute arises between parties on aspects not covered by this agreement, or the construction or operation thereof, or the right, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to the arbitrator as appointed by Jt. CGA, ITD and the award of the arbitration, as the case may be, shall be final and binding on both the parties. The arbitrator with the consent of parties may modify the time frame for making and publishing the awards. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules thereunder and any statutory modification or re-enactment, thereof. The arbitration proceeding shall be held in New Delhi, India.</p>	<p>Bidder requests for deletion of the provision and submits the following language:</p> <p>The parties shall make good faith efforts to first resolve internally any disputes by escalating it to higher levels of management. After thirty (30) days have elapsed from the initiation of such good faith efforts, any continuing dispute, controversy, or claim arising out of, relating to, involving, or having any connection with the Agreement or otherwise related to Bidder's Services shall be exclusively and finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996. The arbitration shall be conducted in Delhi unless the parties agree on another location. The arbitration shall be conducted in the English language. The arbitration shall be conducted by three arbitrators, according to the Arbitration and Conciliation Rules. The parties shall be entitled to engage in reasonable discovery, including requests for production of relevant non-privileged documents. It is the parties' intent that the discovery proceedings be conducted in a cost-effective manner. All decisions, rulings, and awards of the arbitral panel shall be made in writing and shall state the reasons upon which it is based. The arbitrators shall have no power to modify or abridge the terms of the Agreement. The award of the arbitrators shall be final and binding, and enforcement of the award may be done by any court having jurisdiction to do so. Costs incurred in the arbitration proceeding, including attorneys' fees and expenses, shall be borne in the manner determined by the arbitral panel. Nothing in the Agreement shall prevent the parties, from</p>	The criteria shall stand as in Tender document.

Accenture	298	Section IV - Instructions to Bidders  14	Page No 12	Instruction to Bidders	The Earnest Money Deposit (EMD) of Rs.2,00,00,000/- (Rupees Two Crore Only) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks in an acceptable form drawn in favour of Pay & Accounts Officer, O/o CGA, New Delhi also has to be submitted with Tender documents to the Sr. Accounts Officer, IT Division, O/o CGA, upto last date and time of submission of bids without which Tender will be returned in original.	Bidder requests to submit the bank guarantee in our standard format. As per RBI	The criteria shall stand as in Tender document.
Accenture	299		Page No. 99	Appendix E- Format of PBG	Appendix E- Format of PBG	PBG will be submitted as per standard format.	The criteria shall stand as in Tender document.
Accenture	300	-	-	-	Bid Submission Date	Last date of submission of the bid is 04-Jun-2020 - Bidder requests for extension for two weeks post release of response to Pre bid queries per guidelines	<b>Necessary corrigendum in this regard has been issued.</b>
Accenture	301	S.1	Page No 24	Technical Evaluation Model	Profiles of personnel submitted by bidder	As also confirmed in the Video Conference, Bidder is to provide indicative CV's for the purpose of evaluation as part of the RFP response. Post contracting and in accordance to agreed work plan / deployment plan, Bidder will be required to provide the resources matching to the indicative CV's provided for evaluation- Since 40 marks are allocated for evaluation, only key profiles should be considered.	The profiles for all 158 resources have to be provided, however at the time of actual award of contract, in case of the earlier presented profile resource having moved out / reallocated a matching profile will have to be provided by the successful bidder.
Accenture	302	S.1	Page No 24	Technical Evaluation Model	Profiles of personnel submitted by bidder	We request that a bidder should be allowed to submit only critical CV's for the purpose of evaluation. 158 indicative CV's, will spread evaluation for client as well as hamper the bidder to be able to showcase the best in class resources. Client is therefore requested to please highlight and provide as part of pre-bid queries , only the critical roles for which bidder should provide the CV's. - To provide the best in class CVs for the evaluation purpose.	The profiles for all 158 resources have to be provided, however at the time of actual award of contract, in case of the earlier presented profile resource having moved out / reallocated a matching profile will have to be provided by the successful bidder.
Accenture	303		Page No 78	Form Tech 3	Approach Methodology and Approach	As per the RFP response, bidder is required to submit a Approach & Methodology for the activities to be undertaken. We request you to please provide us a) Ramp Up plan, b) deployment plan and c) requirement as to what stack of application / activities needs to be undertaken to be able to provide the detailed Approach & Methodology.- Need the details to provide the effective Approach and Methodology.	May refer to Annexure A and B of this notification, also PFMS has mostly application platforms of Microsoft, that may be borne in mind while submitting the profiles.
Accenture	304		Page No 78	Form Tech 3 A (b)	Approach Methodology and Approach	As per the RFP response, bidder is required to submit a work plan. We request you to please provide us a) Ramp Up plan, b) deployment plan and c) requirement as to what stack of application / activities needs to be undertaken to be able to provide the detailed work plan. - Need the details to provide the effective work plan.	May refer to Annexure A and B of this notification, also PFMS has mostly application platforms of Microsoft, that may be borne in mind while submitting the profiles.

Accenture	305		Page No 84	Technical Requirement for IT Manpower to be Deployed by the Successful Bidder - Preferred Professional Qualification / Certification	Technical Requirement for IT Manpower to be Deployed by the Successful Bidder - Preferred Professional Qualification / Certification	It is requested that only post contracting and at the time of resource onboarding the selected bidder shall provide the copies of the certification of resources on request by Client- Since once actual resources are deployed, their certificate can be shared on request post selection.	The profiles for all 158 resources have to be provided, however at the time of actual award of contract, in case of the earlier presented profile resource having moved out / reallocated a matching profile will have to be provided by the successful bidder.
Accenture	306	Section VII 20 and 21	Page No 34	Terms & Conditions	Timely Payment of Manpower and statutory registers	Salary details / amounts are confidential information between the organisation and its employees. It is therefore requested that the selected bidder, at the time of invoicing shall provide the undertaking to this effect - Since these are confidential details, undertaking from the authorized signatory should help the requirement.	The criteria shall stand as in Tender document.
Accenture	307	Section VII- Terms And Conditions  3	Page No 31	Terms & Conditions	The CAG shall have the right to inspect original documents of resources being deployed	Since the documents will contain personally identifiable information of the individual sharing of original will not be possible.  We can however show the same to the client in a read room environment. - Due to confidentiality of the data	This shall be acceptable. However, the authority indicated in the query is incorrect, it is CGA and not CAG.
Accenture	308	Section VII- Terms And Conditions	Page No 32	Terms & Conditions	Company/ Firm shall sign the Contract agreement as per Annexure C & Data Security Certificate as per Annexure "E" after finalization of the Tender process but before the issue of work order/ Letter of Intent	We understand that the Contract agreement as per Annexure C & Data Security Certificate as per Annexure "E" shall be mutually discussed and agreed between the Parties at the time of contracting. - Should be mutually agreed at	It shall be signed at time of award of contract per the format in Tender document.
Accenture	309	Section VII- Terms And Conditions  13	Page No 30	Terms & Conditions	The period of training, leave, sick leave etc. leading to absence from duty of assigned person will not be paid by O/o CGA and bill payment will be submitted accordingly.  Any breach of trust by the person engaged by contractor will lead to immediate cessation of service of person and any loss caused to project will be recovered from vendor.  If a deployed resource is on leave the vendor shall provide a suitable substitute	Vendor shall only replace a person in case of continuous leaves and when both parties agree that a substitute is required. ☐	The substitute shall be given in case of resource moving out , long leave ( greater than two weeks), frequent leave or per request of employer.

<b>Accenture</b>	310	Section VII- Terms And Conditions  Clause 19	Page No 34	Terms & Conditions	The Company/Firm/Agency shall raise the bill, in triplicate, along with attendance sheet performance report and submit the same to the Sr. Accounts Officer (Major Procurement Section), Public Financial Management System, 3rd Floor, Shivaji Stadium Annexe Building, Shaheed Bhagat Singh Marg, New Delhi-110001 in the first week of the succeeding month. The bills for payment shall be raised after making payment of salaries to the manpower employed for the preceding month. The payment of salary shall be made on the 1st working day of the succeeding month and the bill raised by the agency shall be supported by evidence of bank account transfer of salaries of persons assigned to project.	Bidder submits that upon submission of bill by bidder Payment is due within fifteen (15) days of Client's receipt of each invoice. Should any invoice remain unpaid for more than fifteen (15) days, interest shall be paid at a rate of 15% per annum. Any taxes arising out of this contract other than those on Bidder's net income shall be Client's sole responsibility.	These details shall be clarified at time of award of contract.
<b>Accenture</b>	311	Section VII  Clause 23	Page No 35	Terms & Conditions	Force Majeure	We seek to clarify that the decision in terms of cessation of the Force Majeure shall be mutually discussed and agreed between the Parties. It should not be decided based on one party's sole discretion.	As per Government of India's extant guidelines.
<b>Accenture</b>	312	Section VIII  Annexure C	Page No 36	Annexure C	Standard Contract	We understand that contractual terms and conditions will be mutually discussed and agreed between the parties at the time of contracting .	The contract shall be signed in format as per Tender document after bid finalisation.

Accenture	313				<p>Assumptions</p> <p>Limitation of Liability: Neither party shall be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the fees paid (including any amounts invoiced but not yet paid) under this Agreement. In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). Any action by either party must be brought within six (6) months after the cause of action arose. The parties agree that they will look only to the assets of the other party in connection with any liabilities hereunder and in no event shall they have any claim against any shareholder, partner or holder of an ownership interest in the other party in connection with this Agreement.</p> <p>Confidentiality: Each party may be given access to information (in tangible form, or which is demonstrated, displayed or disclosed orally) identified by the disclosing party as confidential information or reasonably understood to be of confidential or proprietary nature ("Confidential Information"). Confidential Information may only be used by the receiving party in connection</p>		The criteria shall stand as in Tender document.
EY	314	Section V, Eligibility Criteria			<p>Bidder Should have either of the following for the past three financial years i.e. FY 2016-17, 2017-18, 2018-19:</p> <ul style="list-style-type: none"> <li>• Valid CMMI Level 5</li> <li>• Valid ISO 27001:2016, ISO/IEC 20000 and ISO 9001:2008 (or above) as on bid submission date</li> </ul>	<p>We request following modification in the clause:</p> <p>Bidder Should have either of the following for the past three financial years i.e. FY 2016-17, 2017-18, 2018-19:</p> <ul style="list-style-type: none"> <li>• Valid CMMI Level 5 OR</li> <li>• Any two - valid ISO 27001:2016, ISO/IEC 20000 and ISO 9001:2008</li> </ul>	The criteria shall stand as in Tender document.

EY	315	Section V, Technical Evaluation Model: Profiles of Personnel submitted by the bidder			Team – 40 marks	This is a manpower contract, hence, the differential between the firms need to be created on the quality of manpower being provided, 40 marks are too less to evaluate 158 resources. We request O/o CGA to kindly consider: 1. Evaluating 40 key positions instead of 158 2. Providing the list of key 40 profiles for evaluation	The criteria shall stand as in Tender document.
EY	316	General Conditions of the Contract, 2.10 Indemnification and limitation of liability Professional Liability Insurance			Two times the value of contract	Since, the overall Liability under the contract is limited to the value of the contract, the Professional liability insurance should also be limited to the value of the contract	The criteria shall stand as in Tender document.
EY	317					We request you to kindly consider extending the date of submission by atleast 4 weeks given the COVID situation it shall take time to get bank guarantee against the EMD requirement	<b>Necessary corrigendum in this regard has been issued.</b>
DATAMATI CS	318				PreBid Meeting is scheduled for 20 <sup>th</sup> May@ 3 PM: How can we attend to it through virtual medium given that it's a lockdown, Please share a meeting invite/location where we need to register to participate for the Pre Bid.		Already complied.
DATAMATI CS	319				2. Can we submit, the bid online? If yes, then what is the process and link for submission		As per procedure related to e-procurement portal.
DATAMATI CS	320				3. While we fulfill all of the certifications asked as PQ criteria, except CMMI Level 5, whereas we are a CMMI Level 4 company. IS this a hardbound mandatory criterion or a desirable one and will not play a role in acceptance/rejection if other criteria are met. (Pg 20)		The criteria shall stand as in Tender document.



<b>DATAMATI CS</b>	321				4. In Technical Qualification( Pg 21) it has been asked to submit proofs for successful implementation of the E-Governance project, either 1 project of 40 Cr, 2 projects of 20 CR each, or 3 projects of 10 Cr each. Our ask is if these criteria ( to have experience in executing e-governance project) are mandatory or any project executed in PSU's, Government/State Government will work?		e-Governance or related projects in Union / State Government.
<b>DATAMATI CS</b>	322				At Datamatics we are working for esteemed govt organizations like RBI having ( with order value > INR 17 Cr, as well as other various projects govt IT projects including providing AFC( Automated Fare Collection) solutions to Mumbai & Lucknow Metros. Does that experience be considered to participate or it's a strict e-governance experience that will have a higher advantage?		e-Governance or related projects in Union / State Government.
<b>UTISIL</b>	323	Eligibility criteria, Prequalification criteria	5. Sales Turn over from IT Consistency /IT advisory Services	19	The bidder should have an annual turnover of not less than 750 Crores p.a. in the each of the three FYs(2016-17, 2017-18, 2018-19 resp)	UTIITSL request you to please relax this criteria to "The bidder should have an annual turnover of not less than 250 Crores p.a. in the each of the three FYs(2016-17, 2017-18, 2018-19 resp) OR 300 Crore turnover average of the last three FYs(2016-17, 2017-18, 2018-19 resp)	The criteria shall stand as in Tender document.
<b>UTISIL</b>	324	Eligibility criteria, Prequalification criteria	10. Manager Strength,	22	The bidder must have atleast 500 qualified software Engineers on the Company's payroll	UTIITSL request you to please relax this criteria to "The bidder must have atleast 90 qualified IT professional on the Company's payroll"	The criteria shall stand as in Tender document.
<b>UTISIL</b>	325	General Query	General Query	General Query	Supply of 158 IT resources	Pls clarify if the resources with Professional qualification through correspondence /distance education will be considered/allowed ?	Only full time courses shall be considered.
<b>UTISIL</b>	326	Part I	Tender Notice	4	The quantum of requirement of IT professionals is as under; but may undergo a change in future as per the requirements of the Department at a particular point of time.	Pls clarify this point as to what extent OR the percentage of change is possible in this project?	This shall be in line with Manual of Procurement of Services as laid down by Department of Expenditure, Ministry of Finance.

UTISIL	327	General Query	General Query	General Query	Online Bids	Pls clarify as to what are the set of documents required to be submitted offline. Such as EMD etc.	All submission is through online mode only.
UTISIL	328	2. Notice inviting Tender	Approximate Estimated cost	3	Approximate Estimated cost	It is mentioned that the appox estimated cost of this project is 85.93 Crore, its it inclusive of GST?	The cost is an indicative estimation, bidder may use its own judgement to quote a cost.
UTISIL	329	General conditions of contract	Point 7	32	The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency without the prior written consent of O/o CGA. The circumstances for change will be submitted in writing to O/o CGA for approval in the first.	Pls clarify if the selected agency can hire the resources through its empanelled agencies ? UTIITSL being a Government company can't hire resources on its direct payroll.	No sub-contracting is permitted.
UTISIL	330	General Query	General Query	11	Financial Bid	Is financial bid need to be submitted in offline mode?	All submission is through online mode only.
UTISIL	331	General Query	General Query	General Query	General Query	Pls clarify, how many CVs for each positions need to be submitted along with the proposal. Also, pls clarify if the similar resources can be deployed at the time of execution of the project?	The profiles for all 158 resources have to be provided, however at the time of actual award of contract, in case of the earlier presented profile resource having moved out / reallocated a matching profile will have to be provided by the successful bidder.
UTISIL	332	General Query	General Query	General Query	General Query	Pls clarify when agency will get its payment OR after how many days CGA DoE will make payment to the agency, which is supplying the manpower?	No Comments
UTISIL	333	General Query	General Query	General Query	General Query	Pls clarify , what is the initial manpower requirement i.e. how many resources need to be deployed as initial requirement ?	The deployment plan is as per annexure B.
UTISIL	334	Section 6	VI Scope of work	30	point 5. The indicative number of each resources in Annexure D is indicative and the actual requirements of manpower may increase or decrease depending upon the requirements of O/o CGA	pls clarify as to what will be extent of deviation of actual number of resources required?	This shall be in line with Manual of Procurement of Services as laid down by Department of Expenditure, Ministry of Finance.

UTISIL	335	GENERAL TERMS AND CONDITION OF CONTRACT	6	31	In case, the Company/Firm/ Agency is asked to provide a substitute and it fails do so within 21 days, then a penalty equal to 10% of the daily remuneration of the worker will be imposed on the agency, besides deduction of daily remuneration of the said IT professional.	Replacing a qualified resource as per the requirement of project within three days will not be possible, So We request you to relax this point and increase the time of replacing/substituting a particular resource to atleast 30-45 days without penalty.	The criteria shall stand as in Tender document.
UTISIL	336	GENERAL TERMS AND CONDITION OF CONTRACT and	19	34	The payment of salary shall be made on the 1st working day of the succeeding month and the bill raised by the agency shall be supported by evidence of bank account transfer of salaries of persons assigned to project.	UTIITSL request you to allow agency to submit a letter from the authorized person confirming that the agency has transferred the salaries of the deployed resources. As the salary is confidential and it should be in between agency and the candidate.	The criteria shall stand as in Tender document.

## **1. Budget management and Paymen Operations**

### **a) PAO Module**

The process of pre-payment (generation of sanctions, Bills, and prepayment audit etc) and payment operations for Government of India is built into this system. The payment and accounting units viz., Pay & Accounts Offices, Drawing and Disbursing Officers including those with delegated powers of Cheque Drawing and other entities like Program Divisions, etc are configured on the system as various users.

This is an evolving model with many parallel enhancements going on. However, many functionalities like Inward and Outward Accounts, long term advances are to be developed in the PAO module. In addition, other department specific functionalities also need to be developed to facilitate integration of standalone software utilities being used by different Ministries/Departments.

On the support side, Tthis module requires a constant support of technical manpower to cater to the various enhancements ongoing in the module and also to resolve the various bugs reported by field units.

### **b) Budget Management System**

The Budget Estimates, Revised Estimates and Final Grants are prepared and published by the Budget Division of the Department of Economic Affairs, Ministry of Finance based on the inputs collected, compiled and provided by the respective Ministries/Departments. The whole process of collection and compiling of data is carried out by the line Ministries through their standalone software applications. The Budget Division, thereafter prepares the Budget using their own software application. In pursuance with the December 2014 OM of the Ministry of Finance, the Budget preparation including the online DG and DDG capturing by Principal Accounts Offices and PAOs also need to be integrated on the PFMS platform by developing appropriate software application.

## **2. Receipts Collection, Refund and Accounting Platforms**

### **a) Bharatkosh (Non Tax Receipt Portal)**

In order to capture the Government receipts online by the PAOs the Non-Tax Receipt Portal developed by the O/o CGA has also been implemented for a multitude of purposes of non-tax receipts across the Ministries/Departments. However, there are many software utilities in practice in departments/entities of Government of India catering to Non-Tax receipts. Further customization of NTR portal is, therefore, required to take over all these processes of receipts collection to the online portal thereby resulting into a unified platform for Non tax collections and providing comforts to citizens and institutions of a single portal for all their remittances to Government.

On the support side, technical manpower are required to support this module to resolve the issues which arise out of interface with Payment Gateways and Banks and also to resolve the issues raised by citizens and other entities depositing money to Government. Further the ongoing integration work with existing systems and portals like MCA-21, passport website, e-Biz system and numerous other such systems also require constant technical manpower involvement.

### **b) Tax Refund& Accounting System for both Direct Taxes and Indirect Taxes**

In line with the mandate to bring the accounting packages of Tax revenue i.e. RAMS and REVACT on the PFMS platform a comprehensive system study and incorporation of design to be able to run on PFMS platform, would be required. The estimated quantum of infrastructure requirements including technical human resource for development of this application has emerged from proposed process flow for the software.

The PFMS system is currently accounting for all GST receipts while also processing all refunds for GST. The proposed system for Tax Information Network 2.0 of CBDT is also under the process of integration with PFMS for real time accounting of tax collection.

In addition the legacy systems of CBIC such as ICEGATE etc are still integrated with PFMS for various purposes of tax accounting and tax refunds. All these models need constant support and enhancements while new sub-projects keep coming up for design and development.

### **3. Accounting Automation Modules**

#### **a) Monthly Accounts for Union Government**

Preparation and submission of the accounts of the Union Government is one of the core functions of the Controller General of Accounts. The work includes Consolidation of monthly accounts, preparation of various types of receipt and expenditure analysis and preparation of annual accounts (Finance and Appropriation Accounts).

The accounts are compiled on first monthly basis on the basis of the daily transactional data carried out by all Ministries and Departments. The transactions are taking place on the PFMS. There is another platform of e-lekha which is being used for compilation but now the unification of the transactional and compilation platform is underway.

The accounting code directory, other master data bases, and many reports are currently hosted on e-Lekha Platform which is also under migration process to PFMS. As the payments, receipts and reconciliation have already been brought under the electronic online mode the next immediate big leap essential is switching over the preparation of Monthly Accounts online by the accounting units and the final consolidation by the O/o CGA on PFMS itself..

#### **b) Union Finance and Appropriation Accounts**

The processes of preparation of Annual Appropriation Accounts and Union Finance Accounts are also envisaged to be automated on PFMS.. The entire process which is currently being carried out through either manual operation or standalone systems are required to be brought on board on PFMS platform. The required software development in close consultation with all the stakeholders is, therefore, an essential requirement to commence automation of the annual accounts and simultaneously provide for in fiscal reports.

#### **c) e Asset Tracking System**

Recording and managing fixed assets is an important function in Government. The process which involves stakeholders from Administration, accounts, and Finance Wings is to be automated on PFMS. The project is at design. Software development will have to be completed within this calendar year.

#### **d) Liability Accounting System**

The Rupee Loan Software was developed by NIC for posting scrolls (payment/receipt) Transfer Entries, Clearance Memos, reports etc., during 2003-2004 and the accounting inputs are being received through this software. However, the application needs an upscale and revamp and to be built on PFMS as part of the proposed Asset and Liability management modules of PFMS. This module will cater to all types of Debt contracted by Government of India.

#### **4. Employee Management Systems**

##### **a) Employee Information System to be redesigned as Employees Payroll System (EPS)**

The Employees Information System (EIS) was developed in order to cater to the needs of salary processing of employees and currently implemented in over 60% of all the salary processing DDOs across the Ministries/Departments. However, the platform is an up scaled version of the package developed by NIC for the state Governments of Maharashtra etc. with a two tier architecture (Web Layer and Database Layer) has the acute limitations of scaling up and integration with other software applications and hence there is an urgent requirement of a complete redesigning of the package with three tier architecture and further enhancements relating to the comprehensive requirements of employee related activities. This further has limitations in terms of the availability of features owing to difference in state and central governmental functioning.

To resolve the issue it has been decided to redevelop the EIS into new Employees Payroll System (EPS) in 3 Tier Architecture (Web Layer, Business Layer and Database Layer). The 3-Tier architecture has advantages of high performance, scalability, improved data integrity, improved security, high degree of flexibility and capable to handle large number of data in long run.

##### **b) Pension & GPF Modules**

Subject to pending software development in the PAO module, the General Provident Fund and Pension processing were being carried out through the COMPACT software despite on boarding of PAOs in PFMS till recently. However, the software has now been developed for General Provident Fund and Pension processing Management and implementation has been started in PAOs and merged DDOs. However, both the modules are required to be subjected to further enhancements especially with reference to the user inputs which get compiled subsequent to sensitization, handholding training and widespread implementation in Ministries/Departments having diverse nature of activities and employment structure. Further these modules need to be linked up with the upcoming Employee Payroll System and also with the e-HRMS package of the Department of Personnel and Training. This is a very technical resource intensive task.

#### **5. Reporting and MIS**

**a) Reports and Warehouse**

The significant bench mark of success of every project is the user satisfaction, which can be ensured only by providing the easy access to the required and desired information/reports. The relevance of every generic or specific report in PFMS especially for the Payment, Accounting and Reconciliation Modules has to be thoroughly revisited and redesigned from the users' perspective so as to develop further useful reports. A comprehensive review and subsequent development is a significant task as there are many reports for different modules operating on the PFMS platform. Also there is a need to make available reports which may be customised by the users and also a fully functional data warehouse for better data analytical capabilities. Adequate Technical human resource is, therefore, an immediate functional necessity for revamping the entire reporting system with the user as well as MIS perspective.

**b) Data Mart**

With the PAO digitization project, the PFMS is now a repository of huge data which can be effectively put into use for building up not only the MIS but also as a resource for futuristic requirements. However, the data needs to be professionally managed and on this line the concept of a Data Mart has been proposed. Building up of a Data Mart with voluminous data involves large scale software development.

**6. Audit and Monitoring Systems**

**a) Redevelopment, maintenance and Support of Audit Para Monitoring System**

The Audit Para Management System (APMS) portal managed by Monitoring Cell under the O/o CGA requires Technical Human Resources to cater to the requirements of redevelopment, maintenance and support.

**b) Internal Audit Online System**

A system to automate the entire process of internal audit right from audit calendar preparation to audit report generation while getting data feed from payment and receipts systems is under development stage at O/o CGA.

**7. External System Integrations**

Many External Systems of various Ministries and Departments are integrated with PFMS for a variety of purposes, to maintain a harmony and method standardisation



for all integrations meant for similar purposes requires a technical team for protocol design, documentation, implementation and support.

#### **8. CGA's Website redesigning and upkeep**

The website of O/o CGA, compliant with GIGW guidelines of Government of India, now requires to be redesigned to accommodate the emerging and future requirements. Currently, the website is unable to accommodate the expansion of activities due to the limited scope provided in the programming. As such redesigning the website will go a long way in bringing up the website to showcase the developmental activities initiated by the Civil Accounts Organization headed by the O/o Controller General of Accounts.

**Annexure - B**

<b>Business Analyst</b>	<b>6</b>
<b>Document Writer</b>	<b>7</b>
<b>Team Lead</b>	<b>3</b>
<b>Sr. Developer</b>	<b>17</b>
<b>Developer</b>	<b>44</b>
<b>System Administrator</b>	<b>3</b>
<b>UI</b>	<b>4</b>
<b>BI</b>	<b>13</b>
<b>DBA</b>	<b>3</b>
<b>Tester</b>	<b>12</b>
<b>Big Data Solution Architect</b>	
<b>Data Steward</b>	
<b>Sr. Tech. Project Manager</b>	<b>1</b>
<b>Sr. Database Administrator</b>	
<b>Technical Project Manager</b>	
<b>Project Specialist</b>	
<b>Sr. System Administrator</b>	<b>2</b>
<b>Test Lead</b>	<b>4</b>
<b>QA Team Members</b>	<b>3</b>
<b>Sr. Technical Support</b>	<b>6</b>
<b>Technical Support Engineer</b>	<b>2</b>
<b>Total</b>	<b>130</b>
<p>The remaining 28 resources per rest of proile break-up as mentioned in tender document, may be onboarded at earliest post above deployment.</p>	