

No.C-13015(427)/MFCGA/PFMS/2017-18/ 7102  
GOVERNMENT OF INDIA  
MINISTRY OF FINANCE  
DEPARTMENT OF EXPENDITURE  
CONTROLLER GENERAL OF ACCOUNTS  
PUBLIC FINANCIAL MANAGEMENT SYSTEM

3<sup>rd</sup> Floor, Shivaji Stadium Annexe

New Delhi-110001

Dated: - 12-10-2017

**CORRIGENDUM to Tender No.C-13015(427)/MFCGA/PFMS/OMs and PMs/2017-18/4402 dated 16-08-2017 for "Hiring of Project Managers and Operational Managers for the universal rollout of Public Financial Management System (PFMS)."**

Last date for submission of tender documents and opening of bids for "Hiring of Project Managers and Operational Managers for the universal rollout of Public Financial Management System (PFMS)" has been extended. **Revised date for submission is 30-10-2017 till 1:00 PM and opening of tender is 30-10-2017 at 3:30 PM.**

2. The following changes in the Tender Conditions (Fully/Partly) have been done in the Tender Document replacing the existing ones referred in the below table.

**The amendments to the Tender document:**

Sl. No	Tender Condition No.	Existing Tender Condition	Changes in the Tender Condition
1	a) Chapter No. 6 General Terms and Conditions of the Contract Point III	If agency fails to deploy the required manpower against the initial requirement within <b>10 days from the date of receipt of the work order or within 15 days from the date of issue of work order</b> whichever is earlier, the EMD shall stand forfeited without giving any further notice.	If agency fails to deploy the required manpower against the initial requirement within <b>21 days from the date of receipt of the work order or within 30 days from the date of issue of work order</b> whichever is earlier, the EMD shall stand forfeited without giving any further notice.
	b) Chapter No. 6 General Terms and Conditions of the Contract Point VIII	The contract shall commence within <b>10 days of date of receipt of acceptance of the work order or within 15 days from the date of issue of work order</b> whichever is earlier, by the Company/Firm/Agency.	The contract shall commence within <b>21 days of date of receipt of acceptance of the work order or within 30 days from the date of issue of work order</b> whichever is earlier, by the Company/Firm/Agency.
	c) Chapter No. 15 Evaluation Criteria for Technical Bid: Data Sheet Clause No. 20	<u>Expected date for commencement of work on assignment/job :</u> The work may be commenced within <b>10 days of date of receipt of acceptance of the work order or within 15 days from the date of issue of work order</b> whichever is earlier.	<u>Expected date for commencement of work on assignment/job :</u> The work may be commenced within <b>21 days of date of receipt of acceptance of the work order or within 30 days from the date of issue of work order</b> whichever is earlier.
	d) Chapter No. 21 Undertaking by the Bidder: Point No. III	If I/We fail to provide the desired manpower as per the order/ Letter of Intent <b>within 15 days of the date of issue of Letter of Intent</b> 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 PFMS, O/o 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.	If I/We fail to provide the desired manpower as per the order/ Letter of Intent <b>within 30 days of the date of issue of Letter of Intent</b> 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 PFMS, O/o 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.



Sl. No	Tender Condition No.	Existing Tender Condition	Changes in the Tender Condition
2	a) Chapter No. 6 General Terms and Conditions of the Contract Point X	In case, the Company/Firm/Agency is asked to provide a substitute and <b>it fails do so within 3 (three) days</b> , then a penalty equal to 10% of the daily remuneration of the worker will be imposed on the Company/Firm/Agency, besides deduction of daily remuneration of the said Project Managers and Operational Managers.	In case, the Company/Firm/Agency is asked to provide a substitute and <b>it fails do so within 7 (seven) days</b> , then a penalty equal to 10% of the daily remuneration of the worker will be imposed on the Company/Firm/Agency, besides deduction of daily remuneration of the said Project Managers and Operational Managers.
	b) Chapter No. 7 Liabilities, Control etc. of the persons deployed Point VIII	The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. In case, the Agency is asked to provide a substitute and <b>it fails in doing so within 3 (three) days</b> , then a penalty equal to 10% of the daily remuneration of the worker will be imposed on the agency, besides deduction of daily remuneration.	The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. In case, the Agency is asked to provide a substitute and <b>it fails in doing so within 7 (seven) days</b> , then a penalty equal to 10% of the daily remuneration of the worker will be imposed on the agency, besides deduction of daily remuneration.
3	a) Chapter No. 6 General Terms and Conditions of the Contract Point XXVII	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 <b>evidence of bank account transfer of salaries of persons assigned to project.</b>	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 <b>certificate from the vendor stating that the vendor has done the payment towards salaries to the deployed resources to PFMS.</b>
	b) Chapter No. 8 Legal Point I	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 PFMS. <b>The Agency has to submit copy of deposit of EPF / ESI with concerned authorities every month</b> as an evidence of payment in the accounts of persons deployed.	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 PFMS. <b>The Agency has to submit copy of all the statutory dues with concerned authorities every month</b> as an evidence of payment in the accounts of persons deployed.
4	a) Chapter 22 Annexure-C II. General Conditions of contract 9. Miscellaneous Provisions Point No. (iv)	Each member/ constituent of the Company/ Firm/ Agency, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Authority/Government for performance of works/services including that of its Associates/Sub Company/Firm/Agency under the Contract.	The Company/ Firm/ Agency shall be severally liable to and responsible for all obligations towards the Authority/ Government for performance of works/ services under the Contract.
	b) Chapter 24, Form Tech 2, Provision A	Provide here a brief description of the background and organization of your Company/Firm/Agency and each associate for this assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the Company/Firm/Agency etc. also if the firm has formed a consortium, details of each of the member of the consortium, name of lead members etc. shall be provided	Provide here a brief description of the background and organization of your Company/Firm/Agency for this assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the Company/Firm/Agency etc. shall be provided
	c) Chapter 24, Form Tech 2, Provision B	Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out the Assignment/job similar to the ones requested under this Assignment/job and Tender. In case of consortium, association of firm, the firm must	Using the format below, provide information on each Assignment/job for which your firm was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out the Assignment/job similar to the ones requested under this Assignment/job and Tender.



Sl. No	Tender Condition No.	Existing Tender Condition	Changes in the Tender Condition
		furnish the following information for each of the consortium member separately	
	d) Chapter 24, Form Tech 5	Are there any activities carried out by your Company/Firm/Agency or any member of the consortium which are of conflicting nature. If yes, please furnish details of any such activities. If no, please certify, We hereby declare that our Company/Firm/Agency or any of the members of the consortium are not indulged in any such activities which can be termed as the conflicting activities. We also acknowledge that in case of misrepresentation of the information, our proposals/ contract shall be rejected/ terminated by the Employer/ Authority which shall be binding on us.	Are there any activities carried out by your Company/Firm/Agency which are of conflicting nature. If yes, please furnish details of any such activities. If no, please certify, I/We hereby declare that our Company/Firm/Agency am/are not indulged in any such activities which can be termed as the conflicting activities. I/We also acknowledge that in case of misrepresentation of the information, our proposals/ contract shall be rejected/ terminated by the Employer/ Authority which shall be binding on us.
5	Chapter 15 Data Sheet (Clause No. 16.3)	Rs. 20 Crore to Rs. 25 Crores 5 points	For Rs 25 Crores 5 Points

3. Table of Travel expenses mentioned under Travelling and other Overhead Expenses in Chapter 6 (Point XXVIII), Chapter 22 (Clause II, Point 10) and Chapter 22 (Clause IV, Appendix – D) of the Tender Document has been revised and the revised detailed Table is uploaded on the websites <http://eprocure.gov.in>, [www.cga.nic.in](http://www.cga.nic.in) and [www.finmin.nic.in](http://www.finmin.nic.in).

4. Financial Bid Performa (Chapter 19) of the Tender Document has been revised and the revised detailed Financial Bid Performa is uploaded on the websites <http://eprocure.gov.in>, [www.cga.nic.in](http://www.cga.nic.in) and [www.finmin.nic.in](http://www.finmin.nic.in).

5. Appendix – B of Sub Chapter IV of Chapter 22 of the Tender Document has been revised and the revised detailed Appendix – B is uploaded on the websites <http://eprocure.gov.in>, [www.cga.nic.in](http://www.cga.nic.in) and [www.finmin.nic.in](http://www.finmin.nic.in).

  
12/10/17

(Samsher Ali)

Asstt. Controller General of Accounts

## 19. FINANCIAL BID PERFORMA

a) The Financial Bid for Providing Project Managers and Operational Managers to the office of PFMS, O/o Controller General of Accounts should be submitted as under:

1. Name of tendering Company/Firm/Agency:

2. Rates with the following break up:

Sl. No.	Designation	No. of Man power	Rate Per Month in Year one per person (including all Statutory Dues/ Taxes)	Total Amount for Year one (including all Statutory Dues/ Taxes)	Annual Increment in % if any	Rate Per Month in Year two per person (including all Statutory Dues/ Taxes)	Total amount for Year two (including all Statutory Dues/ Taxes)	Rate Per month in Year Three per person (including all Statutory Dues/ Taxes)	Total amount for Year Three (including all Statutory Dues/ Taxes)	Total amount for years one, two and three (including all Statutory Dues / Taxes)
1	Sr. Project Manager	1								
2	Project Manager	77								
3	Operational Manager	254								
	Total	332								

### Note:

1. 'Rate per month' in the table above should reflect 'Cost to Company' including statutory dues and other administrative overheads for the Company/Firm/Agency.
2. No charges of any kind/ element of the tax /duty will be considered after opening of price bid in the event the same is left to be mentioned due to omission or otherwise by the bidding Agency.

b) The Performa for travelling cost in respect of the Senior Project Managers/Project Manager/ Operational Manager:

1. Name of tendering Company/Firm/Agency:

2. Travel expenses per day per person for journeys to be performed by Sr. Project Manager/ Project Manager/ Operational Manager at directions of designated authority in Public Financial Management System.

3. Conditions and travel expectations as given in Para XXVIII of Chapter 6 General Terms and Conditions of Contract may be referred to in calculating them.



**Cost for travel expenses per person per day upto 500 (KM)**

Sl. No.	Description		Total No. of Person	Cost for travel expenses per person per day	Total cost for travel expenses
1	Senior Project Manager	12 visits to different parts of the country (expected 3 days each visit excluding journey time)	01		
2	Project Manager	41 Project Managers (PMs posted at Delhi and 2 PMs posted at Department of Atomic Energy, Mumbai and Department of Space, Bengaluru) are expected to perform 6 journeys to different parts of the country. (expected 3 days each visit excluding journey time)	41		
		36 Project Managers which are posted outside Delhi are expected to perform 6 journeys within the State of deployment. (expected 3 days each visit excluding journey time)	36		
3	Operational Manager	All the Operational Managers are expected to perform 6 journeys mostly within the State of deployment. (expected 3 days each visit excluding journey time)	254		
	Grand Total		332		

**Cost for Travel expenses per person per day above 500(KM)**

Sl. No.	Description		Total No. of Person	Cost for travel expenses per person per day	Total cost for travel expenses
1	Senior Project Manager	12 visits to different parts of the country (expected 3 days each visit excluding journey time)	01		
2	Project Manager	41 Project Managers (PMs posted at Delhi and 2 PMs posted at Department of Atomic Energy, Mumbai and Department of Space, Bengaluru) are expected to perform 6 journeys to different parts of the country. (expected 3 days each visit excluding journey time)	41		
		36 Project Managers which are posted outside Delhi are expected to perform 6 journeys within the State of deployment. (expected 3 days each visit excluding journey time)	36		
3	Operational Manager	All the Operational Managers are expected to perform 6 journeys mostly within the State of deployment. (expected 3 days each visit excluding journey time)	254		
	Grand Total		332		

Signature of authorized person

Full Name:

Seal:

Date:

Place:



## APPENDIX B – TOTAL COST OF SERVICES

Sl. No	Designation	No. of Manpower	Rate Per Month in Year one per person (including all Statutory Dues/Taxes)	Total Amount for Year one (including all Statutory Dues/Taxes)	Annual Increment in % if any	Rate Per Month in Year two per person (including all Statutory Dues/Taxes)	Total amount for Year two (including all Statutory Dues/Taxes)	Rate Per month in Year Three per person (including all Statutory Dues/Taxes)	Total amount for Year Three (including all Statutory Dues/Taxes)	Total amount for years one, two and three (including all Statutory Dues/Taxes)
1	Sr. Project Manager	1								
2	Project Manager	77								
3	Operational Manager	254								
	<b>Total</b>	<b>332</b>								

**Note: 'Rate per month' in the table above should reflect 'Cost to Company' including statutory dues and other administrative overheads for the Company/Firm/Agency.**

Conditions and travel expectations as given in Para XXVIII of Chapter 6 General Terms and Conditions of Contract may be referred to in calculating them.

### Cost for travel expenses per person per day upto 500 (KM)

Sl. No.	Description	Total No. of Person	Cost for travel expenses per person per day	Total cost for travel expenses
1	<b>Senior Project Manager</b> 12 visits to different parts of the country (expected 3 days each visit excluding journey time)	01		
2	<b>Project Manager</b> 41 Project Managers (PMs posted at Delhi and 2 PMs posted at Department of Atomic Energy, Mumbai and Department of Space, Bengaluru) are expected to perform 6 journeys to different parts of the country. (expected 3 days each visit excluding journey time)	41		
	36 Project Managers which are posted outside Delhi are expected to perform 6 journeys within the State of deployment. (expected 3 days each visit excluding journey time)	36		
3	<b>Operational Manager</b> All the Operational Managers are expected to perform 6 journeys mostly within the State of deployment. (expected 3 days each visit excluding journey time)	254		
	<b>Grand Total</b>	<b>332</b>		

**Cost for Travel expenses per person per day above 500(KM)**

Sl. No.	Description		Total No. of Person	Cost for travel expenses per person per day	Total cost for travel expenses
1	<b>Senior Project Manager</b>	12 visits to different parts of the country (expected 3 days each visit excluding journey time)	01		
2	<b>Project Manager</b>	41 Project Managers (PMs posted at Delhi and 2 PMs posted at Department of Atomic Energy, Mumbai and Department of Space, Bengaluru) are expected to perform 6 journeys to different parts of the country. (expected 3 days each visit excluding journey time)	41		
		36 Project Managers which are posted outside Delhi are expected to perform 6 journeys within the State of deployment. (expected 3 days each visit excluding journey time)	36		
3	<b>Operational Manager</b>	All the Operational Managers are expected to perform 6 journeys mostly within the State of deployment. (expected 3 days each visit excluding journey time)	254		
	<b>Grand Total</b>		332		

**I. Contract Price (Ceiling)**

Contract Price per Month	Contract Duration (Months)	Total Contract Price (Ceiling)
Rs.	36	Rs.

Contract Ceiling: Rupees \_\_\_\_\_ only

**II. Other provisions**

1. The unit rates and total cost of services are inclusive of all applicable duties & 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.



**Revised Table of Travel expenses mentioned under Travelling and other Overhead Expenses in Chapter 6 (Point XXVIII), Chapter 22 (Clause II, Point 10) and Chapter 22 (Clause IV, Appendix – D) of the Tender Document:**

**Expected Journey's to be performed by deployed manpower (Annually)**

Designation	Numbers deployed	At Delhi	Outside Delhi	Travel Entitlement	Expected Travel in a year
<b>Senior Project Manager (Sr PM)</b>	1	1	0	1. By Air – Economy 2. By Rail – II AC/Chair Car or Equivalent 3. By Road – A/C Public Transport 4. Local Transport – Taxi/Auto Rickshaw/AC Public Transport	<b>12 visits</b> to different parts of the country (expected 3 days each visit excluding journey time)
<b>Project Manager (PM)</b>	77	41	36	1. By Rail – III AC/Chair Car or Equivalent 2. By Road – Public Transport 3. Local Transport – Taxi/Auto Rickshaw/ Public Transport	41 Project Managers (PMs posted at Delhi and 2 PMs posted at Department of Atomic Energy, Mumbai and Department of Space, Bengaluru) are expected to perform <b>6 journeys to different parts of the country.</b> (expected 3 days each visit excluding journey time)  36 Project Managers which are posted outside Delhi are expected to perform <b>6 journeys within the State of deployment.</b> (expected 3 days each visit excluding journey time)
<b>Operational Managers (OM)</b>	254	6	248	1. By Rail – III AC/Chair Car or Equivalent 2. By Road – Public Transport 3. Local Transport – Taxi/Auto Rickshaw/ Public Transport	All the Operational Managers are expected to perform <b>6 journeys mostly within the State of deployment.</b> (expected 3 days each visit excluding journey time)
<b>Total</b>	<b>332</b>	<b>48</b>	<b>284</b>		

**Note:** If the number of journeys crossed the expected number of journeys as mentioned in the above table, the journeys may be performed after the approval of concerned competent authority where the resources deployed and the reimbursement of the travel expenses will be on the actual basis, subject to the cost approved in the contract.

## **CONSOLIDATED PRE - BID QUERIES and REPLIES**

S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
1	Section 1: SCHEDULE OF TENDER DOCUMENT , Page 3	TCS	Estimated Cost : 65 Cr	Estimated cost appears to be inadequate for 3 years assignment	The Estimated cost is based on the internal assesment of PFMS. Bidder may bid as per her/his assesment
2	Page No. 7, Point V, Tender Notice	UTITSL	The successful tenderer will have to deposit performance Security deposit irrespective of the Company/Firm/Agency equal to 5% of the value of the contract	Pls clarify if the 5% of contact value is given in the RFP or the 5% of the total value of the contract value provided by bidder?	5% value will be calculated on the basis of total value of contract value.
3	Tender Notice, Section 4, page 10	TCS	Locations for Providing Services	Please confirm if it client location or TCS locations	The deployed resources are to be provided at the client locations as specified in the bid document.
4	Page No. 13, Section 4	3i Infotech	The actual requirements of manpower may increase or decrease depending upon the requirement of the PFMS. Additional manpower requirement will have to be provided by the same tenderer on the same terms and conditions. The maximum limit for variation in no. of PMs and OMs required will be 15% to 20% after obtaining the approval of the competent authority in the Government.	We assume that Incase the actual requirement of PFMS increase in terms of PM & OM then it will charge extra as actual based on the commercial provided .	In case the actual requirement of PFMS in terms of PM & OM increases upto 20% as mentioned in the Tender Document , then the charges related to increased deployment of resources will be paid on prorata basis on the same terms & conditions, after taking the approval of competent authority.
5	Tender Notice, Section 4, page 13	TCS	15% to 20% variance	Please confirm that it is chargeable	
6	Page No. 13, Section 4	Artech Infosystems Ltd	The maximum limit of variation of PMs and OMs required will be 15 – 20%...	This variation is quite high. It needs to be reduced.	The Variation limit is based on the internal assesment of PFMS. Bids may be kindly submitted as per the terms and conditions of the Tender Document.



## **CONSOLIDATED PRE - BID QUERIES and REPLIES**

S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
7	Page No 14 of 83- Clause no 5- Scope of work and Technical requirement.	Coromandel	I.For Sr.Project Manager, they must have 5-7 years of relevant job experience. II.For Project Manager, they must have 3-5 years of relevant job experience. III. For Operational Manager, they must have 1-2 years of relevant job experience.	Requesting to specify the total Years of experience on each requirement.	As specified in the Chapter 5 of the Tender Document, the total years of experience based on the job experience in the similar nature of work will only be considered.
8	Page No. 14, Section No. 5 Scope of Work, Sr. Project Manager	UTITSL	Person should have 5-7 yrs. Of exp	5-7 yrs exp as Project Manager or in Totality the person should have 5-7 yrs. of exp?	
9	Page No. 14, Section No. 5 Scope of Work, Para 2	UTITSL	the hired manpower must have deep understanding of various modules of PFMS application and appreciation and understanding and PFMS systems in India	We will evaluate and deploy the relevant resources who understands the PFMS. Will PFMS also provide some sort of initial training or orientation of PFMS applications scenario to the deployed team members, pls clarify? This clause if favoring the agencies which are already providing services to PFMS, this clause must be removed.	Yes, PFMS provides the relevant training for the deployed resources about the nature of work and what PFMS expects from the deployed resources.
10	Section 5: Scope of Work, Page 15 of 83	TCS	Skill Set, Qualification and Experience : II. PROJECT MANAGER : Professional Qualification	1. MCA, MSc CS, MSc IT should be included in the minimum qualification list 2. Masters in Business Administration should be made optional	The skill set, Qualifications and Experience mentioned in the tender document are based on the internal assesment of the PFMS. Bids may kindly be submitted as per the terms & conditions of the tender document
11	Section 5: Scope of Work, Scope of Work, Page 15 of 83	TCS	Skill Set, Qualification and Experience: III. OPERATIONAL MANAGERS : Professional Qualification	BSc-IT, BCA, Post Graduate Diploma in IT should be included in the minimum qualification list	

## **CONSOLIDATED PRE - BID QUERIES and REPLIES**

S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
12	Page No 16 of 83- Clause no 6- Point no III & point no VIII	Coromandel	The Contract shall commence within 10 days of date of receipt of acceptance of the work order or within 15 days from the date of issue of work order whichever is earlier.	Requesting to change the clause in the Tender as start date of submitting CV within 30 days from the date of issue of work order. And also request to clarify the below points, i)Specify the interview location for each state. ii)what would be the interview process and selection process? iii) Do the selected candidates have to come for any training with PFMS. iv) Complete on Boarding can be done in a phased manner only subject to PFMS interview process .	Request for the change in the time limit has been considered and the time limit has been increased to 30 days from the date of issue of work order and 21 days from the date of receipt of work order whichever is earlier. Necessary Corrigendum has been issued. i) The interview location will be in the premises of PFMS, New Delhi for all the resources. ii)The interview process will be decided by the Appointment Committee which will be constituted for the same. iii) Yes, training will be provided by the PFMS. iv) The deployment shall be done together or in phases as per the functional requirement of PFMS.
13	Page No. 16, Section No. 6 General Terms and Conditions, Clause No. III	UTITSL	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	Pls clarify , what is the initial manpower requirement i.e. how many resources need to be deployed as initial requirement ?Please increase the timeline for initial deployment of resources to one month atleast.	The deployment shall be done together or in phases as per the functional requirement of PFMS.
14	Page No. 16, Section No. 6 General Terms and Conditions, Clause No. V,	UTITSL	The successful tenderer have to submit min 3 CVs for each position	We undersand that technical proposal will contains min of 9 CVs(3 for each position 3 for Sr. PM, 3 for PMs and 3 for Oms)	The successful tenderer after the award of work has to submit minimum of 3 CVs for each position for the purpose of interview, subject to the satisfaction of PFMS.



## **CONSOLIDATED PRE - BID QUERIES and REPLIES**

S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
15	Page No 16 of 83- Clause no 6- Point no III & point no V	Coromandel	Regarding Project delivery, There is contradiction between Point no III & Point no V	Point no III says that " have to deploy the required man power against the initial requirement within 15days from the date of issue of work order", whereas point no V says that " successful tenderer have to submit minimum of 3CVs for each positions. Request to please confirm either support for CV or support for resource.	Request for the change in the time limit has been considered and the time limit has been increased to 30 days from the date of issue of work order and 21 days from the date of receipt of work order whichever is earlier. Necessary Corrigendum has been issued.
16	Section 6: GENERAL TERMS AND CONDITIONS OF CONTRACT : V Page 16 of 83	TCS	Point no. V : The successful tenderer have to submit minimum of 3 CVs for each position for the purpose of interview, subject to the satisfaction of PFMS	We propose that successful bidder initially should be asked to submit 332 CVs i.e. one for each position and further CVs can be submitted for the positions for which previous submitted CVs have got rejected.	Submission of minimum of 3 CVs for each position is based on the internal assesment of PFMS. Bids may kindly submitted as per the terms & conditions of the tender document.
17	Page No. 16, Section 6, Clause VII	Artech Infosystems Ltd	The contract shall commence within 10 days of date of receipt of acceptance of the work order or within 15 days from the date of issue of work order whichever is earlier, by the Company/Firm /Agency. This shall continue for three years from there unless it is curtailed or terminated by the competent authority in the PFMS, O/o the Controller General of Accounts or a person authorized by him 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.	The period is short and needs to be extended. In the event that it is an on-going project, current resource details, including their current pay structure is requested.	Request for the change in the time limit has been considered and the time limit has been increased to 30 days from the date of issue of work order and 21 days from the date of receipt of work order whichever is earlier. Necessary Corrigendum has been issued.

## **CONSOLIDATED PRE - BID QUERIES and REPLIES**

S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
18	Section 6: GENERAL TERMS AND CONDITIONS OF CONTRACT :Page 16 of 83	TCS	Point No. VIII: The contract shall commence within 10 days of date of receipt of acceptance of the work order or within 15 days from the date of issue of work order whichever is earlier, by the Company/Firm/Agency. This shall continue for three years there from unless it is curtailed or terminated by the competent authority in the PFMS. O/o Controller General of Accounts or a person authorized by them owing to efficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements. or for any other administrative reasons etc	CGA should release all the payments to Vendor upto the period for which services have been already rendered	The clause regarding the payment to vendors has been incorporated based on the internal assesment of PFMS. Further, it is clarified that PFMS, O/o CGA will release all the payments to the vendor for the satisfactory services which have been already rendered as per the terms and conditions of the Tender document.
19	Page No. 16, Section 6, Clause VIII	3i Infotech	The contract shall commence within 10 days of date of receipt of acceptance of the work order or within. 15 days from the date of issue of work order whichever is earlier, by the Company/Firm/Agencv. This shall continue for three years there from unless it is curtailed or terminated by the competent authority in the PFMS. O/o Controller General of Accounts or a person authorized by them 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.	Please give us 30 to 45 days time to deploy the resurces from the of receipt of acceptance of Work order or within 15 days of issue of work order .	Request for the change in the time limit has been considered and the time limit has been increased to 30 days from the date of issue of work order and 21 days from the date of receipt of work order whichever is earlier. Necessary Corrigendum has been issued
20				DOE will require all 332 Resources in one go or its phase wise requirement,	The deployment shall be done together or in phases as per the functional requirement of PFMS.



## **CONSOLIDATED PRE - BID QUERIES and REPLIES**

S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
21				In case of Phase wise, can you please share the requirement numbers phase wise ?	In case deployment is done in phases, the requisite information will be shared with the succesful tenderer after the award of the work. The revised timelines have accordingly been issued through Corrigendum.
22				In case all the resources required in One go then please extend deployment timelines to at least 60 -90 days	Request for the change in the time limit has been considered and the time limit has been increased to 30 days from the date of issue of work order and 21 days from the date of receipt of work order whichever is earlier. Necessary Corrigendum has been issued.
23				We also request you to confirm the duration of transition and number of resources required to be on board during transition period .	There is no such transition period. The contract with the succesful bidder starts after 30 days from the date of issue of work order and 21 days from the date of receipt of work order whichever is earlier. The deployment shall be done together or in phases as per the functional requirement of PFMS. The number of resources initially required will be shared to the succesful bidder after the award of work.

## CONSOLIDATED PRE - BID QUERIES and REPLIES

S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
24				Can bidder rebadged existing resources please confirm .	If the existing resources fulfill the requisite requirements as per the terms and conditions of the Tender document, then the due process will be followed by the vendor to deploy the existing resources.
25	Page No. 16 Section 6- GENERAL TERMS AND CONDITIONS OF CONTRACT, Clause VIII	CMS	The contract shall commence within 10 days of date of receipt of acceptance of the work order or -within 15 days from the date of issue of work order whichever is earlier.	There are deployment total 332 Nos. across India and as it also involve the selection criteria too for which we need to give 3 CVs for each profile. So we request you to provide minimum 45 days of time to deployment of resources .	Request for the change in the time limit has been considered and the time limit has been increased to 30 days from the date of issue of work order and 21 days from the date of receipt of work order whichever is earlier. Necessary Corrigendum has been issued.
26	Page No. 16, Section 6, Clause VIII	Corporate Infotech Pvt Ltd	The contract shall commence within 10 days of date of receipt of acceptance of the work order or within 15 days from the date of issue of work order whichever is earlier, by the Company / Firm/ Agency. This shall continue for three years there from unless it is curtailed or terminated by the competent authority in the PFMS, O/o Controller General of Accounts or a person authorized by them 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.	We request you to provide the clarification and provide at least 2 month for the same	Request for the change in the time limit has been considered and the time limit has been increased to 30 days from the date of issue of work order and 21 days from the date of receipt of work order whichever is earlier. Necessary Corrigendum has been issued.



## **CONSOLIDATED PRE - BID QUERIES and REPLIES**

S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
27	General T&C, Section 6, page 16	TCS	Performance Security of 5% to be provided	We suggest to waive off the BG clause	The Performance security of 5% in the form of Bank Guarantee is based on the internal assesment of PFMS. Bids may kindly be submitted as per the terms and conditions of the Tender Document.
28	Section 6: GENERAL TERMS AND CONDITIONS OF CONTRACT :Page 17 of 83	TCS	Point No. IX : The contract will initially be for a period of three years. However, depending upon the administrative requirement of PFMS and review of performance the contract may be extended subsequently for one year at a time for a maximum duration of two years.	Please clarify how the commercials will be decided for the extended period?  Whether the negotiation will be done for extended period or % increase proposed by the bidder while entering from 2nd year to 3rd year of assignment will be considered for 1st year of extended period and 2nd year of extended period	No negotiation will be allowed for the extended period of contract. Further, the rate of increment for the 4th and 5th year shall be the same as quoted in the financial Bid Performa by the succesful tenderer for the initial 3 years.
29	Page No 17 of 83 Point no X	Coromandel	In case, the company/ agency is asked to provide a substitute and it fails do so within 3 days, then a penalty equal to 10% of the daily remuneration of the worker will be imposed on the agency	Requesting to change as within 10 working days, and the penalty will be 2% of the daily remuneration of the worker with subject to max of 10%.	Request for the change in the time limit for providing a substitute has been considered and the time limit for providing a substitute has been increased to 7 (seven) days. Necessary Corrigendum has been issued. The penalty of 10% of the daily remuneration is based on the internal assesment of PFMS.
30	Page No. 17, Section No. 6 General Terms and Conditions, Clause No. X	UTITSL	In case the Company/firm/Agency is asked to provide a substitute and it fails to do so within three 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 professional.	Replacing a qualified resource as per the requirement of project within three days will be a challenge, So We request you to relax this point and increase the time of replacing/substituting a particular resource to atleast their minimum notice period of 30 days.	Request for the change in the time limit for providing a substitute has been considered and the time limit for providing a substitute has been increased to 7 (seven) days. Necessary Corrigendum has been issued.

## **CONSOLIDATED PRE - BID QUERIES and REPLIES**

S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
31	Section 6: GENERAL TERMS AND CONDITIONS OF CONTRACT : Page 17 of 83	TCS	Point No. X : In case, the Company/Firm/Agency is asked to provide a substitute and it Fails do so within 3 (three) days. then a penalty equal to 10% of the daily remuneration of the worker will be imposed on the Company/Finn/Agency, besides deduction of daily remuneration of the said. Project Managers and Operational Managers.	1. Three days period for providing substitute is too less and we propose to increase it to one month as deployment of substitute will require time for selection/interview at PFMS/CGA end also and may require travel time for joining the respective state of service. 2. Penalty is high and needs to be reduced	1. Request for the change in the time limit for providing a substitute has been considered and the time limit for providing a substitute has been increased to 7 (seven) days. Necessary Corrigendum has been issued. 2. The penalty of 10% of the daily remuneration is based on the internal assesment of PFMS. Bids may kindly be submitted as per the terms and conditions of the Tender Document.
32	Section 6: GENERAL TERMS AND CONDITIONS OF CONTRACT, Page 17	TCS	X. In case, the Company/Firm/Agency is asked to provide a substitute and it Fails do so within 3 (three) days. then a penalty equal to 10% of the daily remuneration of the worker will be imposed on the Company/Finn/Agency, besides deduction of daily remuneration of the said. Project Managers and Operational Managers.	We suggest the clause should be amended as follows: "X. In case, the Company/Firm/Agency is asked to provide a substitute and it Fails do so within 3 (three) days. then a penalty equal to 0.1% of the daily remuneration of the worker will be imposed on the Company/Finn/Agency, besides deduction of daily remuneration of the said. Project Managers and Operational Managers. The penalty will not exceed 5% of the contract value in aggregate under any circumstances."	The penalty of 10% of the daily remuneration is based on the internal assesment of PFMS. Bids may kindly be submitted as per the terms and conditions of the Tender Document.
33	Page No. 17, Section 6, Clause X	Artech Infosystems Ltd	In case, the Agency is asked to provide a substitute and it fails in doing so within 3 (three) 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 said PMs and OMs.	3 (three) days is too short a period and needs to be increased,	Request for the change in the time limit for providing a substitute has been considered and the time limit for providing a substitute has been increased to 7 (seven) days. Necessary Corrigendum has been issued.



## **CONSOLIDATED PRE - BID QUERIES and REPLIES**

S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
34	Page No. 17, Section 6, Clause XI	Corporate Infotech Pvt Ltd	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 or PFMS. The circumstances for change will be submitted in writing to PFMS for approval in the first.	Sir we request you to provide the clarification on this point	If there arises any circumstance for such a change, then the vendor will have to submit the same in writing for approval of the competent Authority. The vendor can make such changes as approved by competent authority.
35	Page No. 17, Section 6, Clause XI	Corporate Infotech Pvt Ltd	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 PFMS. The circumstances for change will be submitted in writing to PFMS for approval in the first.	Sir, we request you to provide clarification, and also remove the clause for consortium.	In case of exigencies, the company/ Firm/ Agency can subcontract its rights and liabilities to any other agency only after prior written approval of PFMS. Request for removal of consortium has been considered. Necessary Corrigendum has been issued.
36	Page No. 17, Section No. 6 General Terms and Conditions, Clause No. XIV	UTITSL	The company will submit the performance report along with the monthly bill, PFMS has right to report its assessment and the agency will take corrective measures wherever required	We request you to pls provide the format for the same.	Format as prescribed by PFMS shall be conveyed after the award of contract.
37	Section 6: GENERAL TERMS AND CONDITIONS OF CONTRACT : Page 17 of 83	TCS	Point No. XVIII: Authority reserves right to terminate the contract during the period of contract after giving a month notice to the agency	Termination notice period should be atleast 180 days	The clause regarding the termination notice period is based on the internal assessment of PFMS. Bids may kindly be submitted as per the terms and conditions of the Tender Document.

## **CONSOLIDATED PRE - BID QUERIES and REPLIES**

S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
38	Page No. 18, Section 6, Clause XXII	3i Infotech	The Sr. Project Managers, Project Managers and Operational Managers provided by the Company/Firm/Agency shall be entitled for leave as per the Company/Firm/Agency policy. These leaves will be granted after the concurrence of officer in-charge of PFMS also. The period of training, leave, sick leave etc. leading to absence from duty of assigned person will not be paid by PFMS and bill payment will be submitted accordingly.	How many minimum number of days allowed for Resources to take leave without deductions i.e. 1, 2, 3 days etc.	The clauses regarding Leave conditions are based on the internal assesment of PFMS. Bids may kindly be submitted as per the terms and conditions of the Tender Document.
39				Please confirm the minimum leave allowed to the deployed resources at DOE for PFMS	
40	Section 6: GENERAL TERMS AND CONDITIONS OF CONTRACT : Page 18 of 83	TCS	Point NO. XXIII: 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.	All direct/Indirect liabilities shall be limited as per limitation of liability clause	The clause regarding the breach of trust in the tender document is based on the internal assesment of PFMS. Bids may kindly be submitted as per the terms and conditions of the Tender Document.
41	Page No. 18, Section No. 6 General Terms and Conditions, Clause No. XXVII	UTITSL	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 or persons assigned to project.	As per Point 8. Legal "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." and as per point General terms and cosdition CGA DoE seek evidence of salaries transfer be submitted, we request you to allow agency to submit EPF /ESI details only as Salaries of the deplopyed persons will be decided by the Agencies as per the contract between resources/individual and their agencies. Pls clarify when agency will get its payment OR after how many days CGA DoE will make payment to the agency who is supplying the manpower?	After the receipt of all the requisite documents in order from the vendor, the payment will be made expeditiously.



## **CONSOLIDATED PRE - BID QUERIES and REPLIES**

S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
42	Section 6: GENERAL TERMS AND CONDITIONS OF CONTRACT : Page 18 of 83	TCS	Point No. XXVII : 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.	Letter from HR of Vendor confirming the payment of salary to deployed manpower should be treated as documentary evidence for attaching with the bill	Request for removing the salary certificate as a proof along with the bill has been considered. Now, the successful bidder shall submit a certificate confirming the payment of due employee salaries and certifying the following of all statutory laws etc in relation to employee compensation. This shall be required alongwith the monthly bill. Necessary Corrigendum has been issued.
43	Page No. 18, Section 6, Clause XXVIII	Corporate Infotech Pvt Ltd	Admissible expenses while on travel :- As such travel expenses will include following expenses on:- • Air/rail/road travel: • Boarding and lodging expenses, while on journey: • local travel expenses; • Other incidental expenses related to travel.	Please clarify that PFMS has some policy for Travelling policy or Bidder can decide as per their company policy.	Revised Table in respect of the Travel expenses and entitlements to the resources deployed has been incorporated in the Tender Document. Necessary Corrigendum has been issued.
44	Page No. 19, Section 7, Clause VI	3i Infotech	Vendor shall be required to maintain daily attendance/ leave report in the format as prescribed by PFMS. If a deployed resource is on leave then the vendor shall provide a suitable substitute of equivalent qualification.	Does DOE have any attendance management software / system or it is manual activity , Please confirm .	Format as prescribed by PFMS shall be conveyed after the award of contract.
45	Page No 19 of 83 Point no XXVIII. Travelling and other overhead Expenses	Coromandel	Expected journey's to be performed by deployed manpower.	Request to please clarify how many journeys to perform by Project managers and Operational managers within state. And also please confirm who will bear the accommodation cost during visits.	Revised Table in respect of the . Travel expenses and entitlements to the resources deployed has been incorporated in the Tender Document. Necessary Corrigendum has been issued.

## CONSOLIDATED PRE - BID QUERIES and REPLIES

S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
46	Section 10: Travelling and other overhead Expenses, Page -19	TCS	Expected Journey's to be performed by deployed manpower (Annually)	Please confirm that in case resources are asked to travel more than the expected no. of journeys provided in the RFP, How the same will be reimbursed	If the number of journeys exceeded the expected number of journeys as mentioned in the revised table related to the Travel expenses and entitlements to the deployed resources , the journeys may be performed after the approval of concerned competent authority where the resources deployed and the reimbursement of the travel expenses will be on the actual basis.
47	Section 10: Travelling and other overhead Expenses, Page -19	TCS	Expected Journey's to be performed by deployed manpower (Annually)	<p>1. Please confirm that journey time for official visits for the deployed resources will be considered 'As resource on duty' and will be billable</p> <p>2. In case the resource has to start the journey on weekend/holiday to attend the official training/meeting on next working day, This weekend journey time will be considered as extra working time for the resource and will be adjustable in future in case required.</p>	<p>1. The journey time for official visits for the deployed resources shall be considered as resource on duty.</p> <p>2. Since, PFMS has staggering/shift system to cater to the requirements of service and works on all holidays to provide operational support, No Compensatory Leave, No additional payment shall be made if the person deployed to work additional hours on account of office exigency. Besides this, PFMS 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.</p>



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S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
48	Page No. 20, Section 7, Clause II	Artech Infosystems Ltd	PFMS, 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 1/2 hr from 1.00 PM to 1.30 PM. However PFMS 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 on account of office exigency. Besides this, PFMS 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.	1. What is expected working hours on Saturday / Sunday. 2. Therefore it is implied that the resources will be working on the basis of a roster to ensure Saturday-Sunday support / working? 3. The employees are eligible for CL and PL – will MoF be deducting the payments for employees opting for the same.	1. Working hours shall be as per the operational requirement of PFMS. 2. Due care will be taken to ensure that deployed manpower gets adequate rest needed for optimal efficiency at work place. 3. Leave policy for the deployed manpower shall be as per the company policy
49	Page No. 20, Section No. 7 Liabilities, Control etc of the persons deployed, Clause No. V	UTITSL	The tendering company shall replace immediately any of the personnel	pls provide exact timeline for replacement of the resources for this clause.	The tendering company shall withdraw immediately the personnel after receiving a notice from PFMS, if he/she is found to be unacceptable to PFMS because of security risks, incompetence, conflict of interest, improper conduct etc. The time for providing replacement shall be as under clause VIII of this Section.

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S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
50	Section 7: LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED ,Page 20 of 83	TCS	Point No. v of III : Attested character certificate for verifying antecedents of the deployed resource. Vendor will also carry out background check of all persons assigned to PFMS	1. Pl confirm whether HR of vendor will be verifying authority for character certificate else specify the verifying authority 2. Please confirm that no proof is required to be submitted to CGA regarding the background check carried out by the vendor and if required, CGA can take undertaking from bidder that bidder has conducted the back ground check as per their policies	1. The character certificate may be issued by Gazzetted Officer. 2. Vendor to conduct the background checks on the deployed manpower to establish that they are law abiding citizens with good moral character and have not indulged in unlawful practices.
51	Section 7: LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED , Page 20 of 83	TCS	Point No. VI: Vendor shall be required to maintain daily attendance/ leave report in the format as prescribed by PFMS. If a deployed resource is on leave then the vendor shall provide a suitable substitute of equivalent qualification.	We suggest that substitute should not be asked if the resource is on leave for short term period say upto 15 days. The other team members of the staff would compensate as extended hours or on off days however for long term leaves, Bidder/Vendor can try for the replacement with equivalent qualification.	In view of the extremely tight schedule, it is difficult to agree to a large disruption in deployment/ substitution of manpower. The substitute shall need to be placed within 7 days with the PFMS.
52	Page No. 20, Section No. 7 Liabilities, Control etc of the persons deployed, Clause No. VII	UTITSL	The Agency shall depute a coordinator who would be responsible for immediate interaction with the competent authority	pls clarify, wether this resource is an extra resource?	No it is not an extra resource. The coordinator will act as one point contact/Nodal person from the successful bidder for PFMS for deployment of resources etc. The deployment of the coordinator of the successful bidder must be available as per requirements "on-call" or in person as per requirements, to PFMS.
53	Section 7: LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED , Page 20 of 83	TCS	Point No. VII: 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.	Whether the coordinator needs to be deployed full time in the PFMS premises or as and when required by CGA ?	The deployment of the coordinator of the successful bidder must be available as per requirements "on-call" or in person as per requirements, to PFMS.



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S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
54	Page No. 20, Section 7, Clause VII	3i Infotech	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	Does this means bidder has to deploy the additional coordinators apart from the 332 resources mentioned in the financial bid , who will be responsible for immediate interaction with competent authority.	No it is not an extra resource. The coordinator will act as one point contact/Nodal person from the successful bidder for PFMS for deployment of resources etc. The deployment of the coordinator of the successful bidder must be available as per requirements "on-call" or in person as per requirements, to PFMS.
55				If Yes then please confirm the base location and Where does bidder has to factor the cost ?	The deployment of the coordinator of the successful bidder can be available largely "on-call" to PFMS. Station of co-ordinator is not specified but In case of requirement the co-ordinator may be asked to come in person to PFMS.
56	Section 7: LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED , Page 20 of 83	TCS	Point No. VIII: The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. In case, the Agency is asked to provide a substitute and it fails in doing so within 3 (three) 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.	Minimum one month notice should be given for providing the substitute	Request for the change in the time limit for providing a substitute has been considered and the time limit for providing a substitute has been increased to 7 (seven) days. Necessary Corrigendum has been issued.

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S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
57	Section 7: LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED, Page - 20	TCS	VIII. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. In case, the Agency is asked to provide a substitute and it fails in doing so within 3 (three) days, then a penalty equal to 10% of the daily remuneration of the worker will be imposed on agency. Besides deduction of daily remuneration.	We suggest the clause should be amended as follows "VIII. The selected agency shall within agreed time provide a substitute in the event of any person leaving the job due to his/her personal reasons. In case, the Agency is asked to provide a substitute and it fails in doing so within 3 (three) days, then a penalty equal to 0.1% of the daily remuneration of the worker will be imposed on agency. Besides deduction of daily remuneration. The penalty will not exceed 5% of the contract value in aggregate under any circumstances."	The penalty of 10% of the daily remuneration is based on the internal assessment of PFMS. Bids may kindly be submitted as per the terms and conditions of the Tender Document.
58	Section 8.: LEGAL , Page 22 - Point I	TCS	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 PFMS. 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.	This clause and other similar clause in the RFP may be removed or bidder can give undertaking that he has complied to it	If the Company/Firm/Agency is required to deduct the EPF or ESI etc. as per statutory provisions in respect of the salary of the deployed resources, a copy of deposit of all the statutory dues as an evidence of payment is required to be submitted. Necessary Corrigendum has been issued.



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S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
59	Section 8. LEGAL, Page 22	TCS	<p>I. 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 PFMS. 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.</p> <p>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 PFMS or any other authority under law.</p>	<p>We suggest the clause should be amended as follows</p> <p>"I. 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 PFMS. "</p>	Request for the change in the clause 1 of Chapter 8 (Legal) has been considered. Necessary Corrigendum has been issued
60	Section 9- FORCE MAJEURE, Page 22	Tcs	<p>Force majeure clause will mean and be limited to the following in the execution of the contract/purchase order placed by PFMS:-</p> <p>"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,</p>	<p>We suggest the clause should be amended as follows</p> <p>"Force majeure clause will mean and be limited to the following in the execution of the contract/purchase order placed by PFMS:-</p> <p>"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</p>	The chapter 9 (Force Majeure) has been incorporated after the internal assesment of PFMS. Bids may kindly be submitted as per the terms and conditions of the Tender Document.

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S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
			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 (PFMS) 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 any 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	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 provided further that if the performance in whole or part or any 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"	



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S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
61	Section 10- ARBITRATION, Page 23	TCS	<p>PFMS 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 it.</p> <p>CGA. PFMS 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 hereunder and any statutory modification or re-enactment, thereof. The arbitration proceeding shall be held in New Delhi. India.</p>	<p>We suggest the clause should be amended as follows  “PFMS 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 mutually appointed by parties. 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 hereunder and any statutory modification or re-enactment, thereof. The arbitration proceeding shall be held in New Delhi. India.”</p>	<p>The chapter 10 (Arbitration) has been incorporated after the internal assesment of PFMS. Bids may kindly be submitted as per the terms and conditions of the Tender Document.</p>

## CONSOLIDATED PRE - BID QUERIES and REPLIES

S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
62	Page No 24 of 83, Envelope-1, point no (iii)	Coromandel	Certified documents in support of work done of similar nature of Roll out support in the last 5 years for Central government state government along with the total amount of the work done.	Request to please consider private bodies also in the similar nature of Roll out support in the last 5 years.	The condition regarding the query given is incorporated in the tender document is based on the internal assesment of PFMS. Bids may kindly be submitted as per the terms & conditions of the Tender Document.
63	Page No 24 of 83, Envelope-1, point no (iv)	Coromandel	Certified documents in support of Geographical presence of Company/Firm/Agency	Request to please clarify what are all the certified documents to provide.	Certified documents such as copy of work order, contracts and completion certificate for each of assignment in support of work done of similar nature of rollout support with the particular state/states may be provided.
64	Page No. 24, Section 12, Clause III	Artech Infosystems Ltd	Documents to be submitted in proof of rollout services done for Central / State governments.	The same should be extended to include similar services rendered to PSUs (both Central and State) as well as Private Organisations.	The condition regarding the query given is incorporated in the tender document is based on the internal assesment of PFMS. Bids may kindly be submitted as per the terms & conditions of the Tender Document.
65	Page No. 26, Point No. 8	Pioneer	Certified documents in support of work done of similar nature of rollout support in last 5 years for Central Government State Government Department along with the total amount of the work done. It is clarified that only work done with Central Government or State Government Department will be taken into consideration. Work done with Central or State PSU or autonomous bodies etc. will not be considered.	<p>We are working under Govt. &amp; Private Sector and providing our support services on pan India basis for IT Manpower , Software and Product Services.</p> <p>Description of Requested Change: Request you to kindly allow Private Sector experience as well as Central, State PSU, autonomous bodies etc.</p>	The condition regarding the query given is incorporated in the tender document is based on the internal assesment of PFMS. Bids may kindly be submitted as per the terms & conditions of the Tender Document.



## **CONSOLIDATED PRE - BID QUERIES and REPLIES**

S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
66	Page No. 26, Section 12, Clause II	3i Infotech	Certified documents in support of work, done of similar nature of rollout support in last 5 years for Central Government State Government Department along with the total amount of the work done. It is clarified that only work done with Central Government or State Government Department will be taken into consideration. Work done with Central or State PSU or autonomous bodies etc. will not be considered.	We request you to amend this clause as " Certified documents in support of work, done of similar nature of rollout support in last 5 to 8 years for Central Government State Government Department, PSU , Central or State bodies and large corporate will be taken into consideration along with the total amount of the work done.	The condition regarding the query given is incorporated in the tender document is based on the internal assesment of PFMS. Bids may kindly be submitted as per the terms & conditions of the Tender Document.
67	Page No. 26, Section 12, Clause II	3i Infotech	Certified documents in support of Geographical presence of Company/Firm/Agency (No. of States in which Company/Firm/Agency has registered offices for more than 2 years).	To meet this clause we request you to accept documentary evidence in the form of Address Proof of the registered office / Service centers or the work order of the project executed with state government .	Certified documents such as copy of work order, contracts and completion certificate for each of assignment in support of work done of similar nature of rollout support with the particular state/states may be provided.
	Page No. 33, Section 15, Clause 16.5		Geographical presence of Company/Firm/ Agency -100% marks will be awarded to the Company/Firm/Agency which has executed projects with most state governments, Other bidders will be given scaled down scores on the basis of State Government with which they have done projects.		

## **CONSOLIDATED PRE - BID QUERIES and REPLIES**

S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
68	Page No. 27, Section- Eligibility Criteria, Clause No. I	UTITSL	the bidder must be the agencies offering project managers and operational managers of the kind require for at least three prior years with an annual turnover of at least 25 crores during the last three years(2013-14 to 2015-16). Copies of annual turnover certificate of last three financial years, duly certified by CA shall be submitted with technical bid document.	Pls clarify if the bidder can showcase their total turnover from IT/ITes Services meeting this criteria (CA Certificate)	Yes, The Bidder can show the total turnover in this regard which is certified by a CA.
69	Section 14: ELIGIBILITY CRITERIA / TECHNICAL REQUIREMENT FOR THE BIDDER FOR "TECHNICAL BID" Page 27 of 83	TCS	Point No. 1 : The bidders must be the agencies offering Project Managers and Operational Managers of the kind require for at least three prior years with an annual turnover of at least Rs. 25,00,00,000/- (Rupees Twenty-Five Crore Only) during the last 3 years (2013-14 to 2015-16). Copies of annual turnover certificate of last three financial years, duly certified by Chartered Accountant shall be submitted with technical bid document.	Please specify no. of work orders/Purchase orders needs to be submitted as evidence for similar work.	The condition regarding the query given is incorporated in the tender document is based on the internal assesment of PFMS. Bids may kindly be submitted as per the terms & conditions of the Tender Document.
70	Eligibility Criteria, Section 14, page 27	TCS	Agency may terminate the Contract any time by giving one month notice	Please confirm that contract will not be terminated without proper and sufficient reason. Also, Agency should give sufficient notice period such as minimum 90 days	The conditions mentioned regarding the termination of contract is based on the internal assesment of PFMS.



## **CONSOLIDATED PRE - BID QUERIES and REPLIES**

S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
71	Page No. 27, Section 14, Clause I	Corporate Infotech Pvt Ltd	Tenders are invited from experienced and reputed Companies/Firms/Agencies fulfilling the following technical specifications for Technical Bid for providing Project Managers and Operational Managers to Public Financial Management System (PFMS) with the eligibility as below: - I. The bidders must be the agencies offering Project Managers and Operational Managers of the kind require Job at least three prior years with an annual turnover of at least Rs. 25,00,00,000/- (Rupees Twenty-Five Crore Only) during the last 3 years (20 13-14 to 20 15-16). Copies of annual turnover certificate of last three financial years, duly certified by Chartered Accountant shall be submitted with technical bid document.	we request you, please clarify the on this clause.	The minimum annual turnover for the Company/Firm/Agency to get eligible for bidding is Rs. 25,00,00,000 (Rupees Twenty Five Crores Only) for atleast three previous years. Further, the copies in support of the annual turnover which have been certified by Chartered Accountant shall be submitted alongwith the bid document.
72	Page No 31 of 83, Data sheet, point no 16. Scoring methodology.	Coromandel	Scoring weightage for financial stability is 25 marks.	Request to please consider 15 marks for financial stability instead of 25 marks. And also request to give more weightage for technical proposal/ Experience on Similar executed jobs.	Evaluation Criteria specified in the Tender document is based on the internal assesment of PFMS. Bids may kindly be submitted as per the terms & conditions of the Tender Document.
73	Page No. 31, Point No. 16.2	Pioneer	Max. 15 Points for Age of the firm Age- No. of years of experience (As per tender documents i.e. "Score of years experience") Above 25 years - 15 points	25 Years of Experience asked in the tender is quite high.  Description of Requested Change: Please consider maximum years of experience in range of 5-10 Years	Evaluation Criteria specified in the Tender document is based on the internal assesment of PFMS. Bids may kindly be submitted as per the terms & conditions of the Tender Document.

## **CONSOLIDATED PRE - BID QUERIES and REPLIES**

S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
74	Page No. 32, Point No. 16.3	Pioneer	3) Max. 25 points for Financial Stability and Points for financial stability:- Average Turnover during last 3 years as per Tender Documents. Above Rs. 5 00 Crore 25 points	500 Crore of Average Turnover asked is quite high.  Description of Requested Change: Please consider maximum average Turnover in range of 70-100 Cr	Evaluation Criteria specified in the Tender document is based on the internal assesment of PFMS. Bids may kindly be submitted as per the terms & conditions of the Tender Document.
75	Page No. 32, Point No. 16.3	Pioneer	Max. 25 points as per the "score for relevant experience like work done of similar nature of rollout support for Central Government State Government"	Please confirm the number of projects required to get full marks.  Description of Requested Change: Please confirm the number of projects required to get full marks.	100% marks (max. 25 points) will be awarded to the Company/Firm/Agency which has executed the most of similar assignments in last 5 years for Central, State & UT government. Other Bidders will be given scaled down scores on the basis of similar assignments
76	Page No 32 of 83, Data sheet, point no 16.4. Scoring methodology.	Coromandel	Experience on similar nature of rollout support typically includes assistance provided to state/Central/UT in implementation of a scheme. The activities typically include capacity building and handholding support to various stakeholders involved in implementation.	Request to please elaborate the term "activities typically include capacity building and handholding support to various stakeholders involved in implementation."	Activities typically includes a) providing guidance and practical training to the stakeholders. b) studying/analyzing the project requirement/DPR preparation etc. c) Coordination with domain and technical teams of the project. d)Identifying and resolving problems on similar issues.
77	Page No. 32, Section 16, Clause 4	3i Infotech	Experiences in similar assignments done in last 5 years in Central and state goverment	Kindly consider the Central/State/Undertaking and big corporates experiences of last 8 to 9 years	Evaluation Criteria specified in the Tender document is based on the internal assesment of PFMS. Bids may kindly be submitted as per the terms & conditions of the Tender Document.



## **CONSOLIDATED PRE - BID QUERIES and REPLIES**

S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
78	Page No. 32, Section 15, Data sheet clause 16.4	Corporate Infotech Pvt Ltd	100% marks will be awarded to the Company/Firm/Agency which has executed the most of the similar assignments in last 5 years for Central, State & UT Government, Other bidders will be given scaled down scores on the basis of similar assignments.	Sir we request you to provide the clarification on this point	100% marks (max. 25 points) will be awarded to the Company/Firm/Agency which has executed the most of similar assignments in last 5 years for Central, State & UT government. Other Bidders will be given scaled down scores on the basis of similar assignments. Certified documents such as copy of work order, contracts and completion certificate for each of assignment in support of work done of similar nature of rollout support with the particular state/states may be provided.
79	Page No. 33, Section 16, Clause 6	3i Infotech	Geographical presence	Kindly consider the Central/State/Undertaking and big corporates experiences of last 8 to 9 years	Evaluation Criteria specified in the Tender document is based on the internal assesment of PFMS. Bids may kindly be submitted as per the terms & conditions of the Tender Document.
80	Page No 40 of 83, Clause No 19. Financial Bid performa.	Coromandel	Financial Bid performa.	Request to please confirm where we have to add service tax/GST.	In chapter 19 (Financial Bid performa) the prices quoted is inclusive of all statutory Dues/ Taxes.

## **CONSOLIDATED PRE - BID QUERIES and REPLIES**

S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
81	Section 19 : FINANCIAL BID PERFORMA , Page 40 of 83. Note1	TCS	Rate per month' in the table above should reflect 'Cost to Company' including statutory dues and other administrative overheads for the Company/Firm/Agency	Financial bid should be exclusive of taxes and taxes should be payable as applicable during the period of contract. In case of any change in the tax rate and / or introduction of new taxes, same will have to be borne by Customer	Financial Bid Proforma given in the Chapter 19 of the Tender Document is based on the internal assesment of PFMS. Bids may kindly be submitted as per the terms and conditions of the Tender Document.
82	Page No. 40, Section 19, Clause a.2	3i Infotech	Rates with the following break up:- Total amount for years one, two and three (including all Statutory Dues/Taxes j s)	We understood that bidder has to quote the prices inclusive of Statutory Dues/ taxes e.g. GST, Please confirm our understanding is correct.	Yes, The prices quoted is inclusive of all Statutory Dues/ Taxes applicable.
83	Page No. 40, Section 19, Clause b	3i Infotech	The Performa for travelling cost in respect of the Senior Project Managers/Project Manager/ Operational Manager:	Please confirm whether the travelling cost of deployed resources is part of Commercial bid Evaluation or not as it is variable & will be reimbursed to the bidder on quarterly basis .	The travelling cost of deployed resources as specified in the format provided is a part of the evaluation of the Financial Bid.
84				Can you please make it as variable on actual and outside of commercial bid .	The performa for travelling cost given in the Financial Bid Performa is based on the internal assesment of PFMS. Bids may kindly be submitted as per the terms & conditions of the Tender Document.
85				We request you to share the last 1 year trend towards the travelling Expenses (with in states & Out of states ) of Senior Project Managers/Project Manager/ Operational Manager	The travelling expenses of Sr. Project Manager/Project Manager/Operational Manager is on actual basis of travel, subjected to the approved limit.



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S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
86	Annexure A, 20. Acceptance letter by the Tenderer on the letter head of the company Page 43	TCS	To The Senior Accounts Officer (Major Procurement Section). Public Financial Management System (PFMS), Ministry of Finance, Department of Expenditure, Pi Floor, Shivaji Stadium Annexe Building, New Delhi —110001. 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, to forfeit and pay to PFMS, or its successors such sums of money as are stipulated in the notice inviting tenders and tender documents: Dated the day of SIGNATURE OF TENDERER NAME (CAPITAL LETTERS) ADDRESS SEAL OF TENDERER SIGNATURE OF WITNESS NAME (CAPITAL LETTERS) ADDRESS	We suggest this should be amended as follows To The Senior Accounts Officer (Major Procurement Section). Public Financial Management System (PFMS), Ministry of Finance, Department of Expenditure, Pi Floor, Shivaji Stadium Annexe Building, New Delhi —110001. Sir/madam, I/We hereby accept with deviations 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, to forfeit and pay to PFMS, or its successors such sums of money as are stipulated in the notice inviting tenders and tender documents: Dated the day of SIGNATURE OF TENDERER NAME (CAPITAL LETTERS) ADDRESS SEAL OF TENDERER SIGNATURE OF WITNESS NAME (CAPITAL LETTERS) ADDRESS	Chapter 20 (Annexure 'A') has been incorporated in the Tender Document after the internal assesment of PFMS. Bids may kindly be submitted as per the terms and conditions of the tender document.

## **CONSOLIDATED PRE - BID QUERIES and REPLIES**

S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
87	Annexure B, 21. Undertaking by the Bidder, Page 44	TCS	<p>21. Undertaking by the Bidder</p> <p>1. I/We agree to abide by and fulfil all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, to forfeit and pay to PFMS, 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. I/We hereby pay the earnest money of amount as mentioned in the Tender documents in favour of PAO, o/o CGA, New Delhi payable at New Delhi.</p> <p>If I/we 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 PFMS, O/o 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.</p> <p>IV. I/we are also enclosing herewith the Acceptance letter on the prescribed Performa referred to in condition of NIT.</p>	<p>We suggest this should be amended as follows</p> <p>21. Undertaking by the Bidder</p> <p>1. I/We agree to abide by and fulfil all terms and conditions referred to above and as contained in tender documents elsewhere and read with the deviation sheet and in default thereof, to forfeit and pay to PFMS, 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. I/We hereby pay the earnest money of amount as mentioned in the Tender documents in favour of PAO, o/o CGA, New Delhi payable at New Delhi.</p> <p>If I/we 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 mutually agreed agreement as per contract and/or I/we fail to submit performance guarantee as per contract_ I/we agree that PFMS, O/o 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.</p> <p>IV. I/we are also enclosing herewith the Acceptance letter on the prescribed Performa referred to in condition of NIT.</p>	<p>Chapter 21 (Annexure 'B') has been incorporated in the Tender Document after the internal assesment of PFMS. Bids may kindly be submitted as per the terms and conditions of the tender document.</p>



## **CONSOLIDATED PRE - BID QUERIES and REPLIES**

S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
88	Draft Contract: 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT , Page 51 of 83	TCS	Termination of Contract for Failure to Become Effective: If this contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC. either Party may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.	Termination notice period should be atleast 90 days. Further, in case of termination, for reasons whatsoever, the employer shall be liable for payment of services performed till the effective date of termination	As per the Form Tech 4 under clause 11 of Data Sheet in Chapter 15 (Evaluation Criteria for Technical Bid) Comments/ Suggestions have been invited for making necessary amendments to draft contract given under Chapter 22 (Annexure C). Based on the suggestions received from all the bidders, necessary amendments as decided by competent authority in PFMS, shall be made to the final contract.
89	Section 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT , Page 54	TCS	2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the "Authority" shall make the following payments to the Company/Firm/Agency: (a) If the Contract is terminated pursuant to Clause 2.9.1.1 (h), (1) or 2.9.2, remuneration pursuant to Clause GC 6.3 hereof for Services satisfactorily performed prior to the effective date of termination.	This clause should be revised as follows 2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the "Authority" shall make the following payments to the Company/Firm/Agency: (a) If the Contract is terminated pursuant to Clause 2.9.1.1 (h), (1) or 2.9.2, remuneration pursuant to Clause GC 6.3 hereof for Services satisfactorily performed prior to the effective date of termination. (b) If the agreement is terminated pursuant of Clause 2.9.1.1 (a) to (g), the Company/Firm/Agency.' shall not	As per the Form Tech 4 under clause 11 of Data Sheet in Chapter 15 (Evaluation Criteria for Technical Bid) Comments/ Suggestions have been invited for making necessary amendments to draft contract given under Chapter 22 (Annexure C). Based on the suggestions received from all the bidders, necessary amendments as decided by competent authority in PFMS, shall be made to the final

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S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
			<p>(b) If the agreement is terminated pursuant of Clause 2.9.1.1 (a) to (g), the Company/Firm/Agency.' shall not have been titled to receive any agreed payments upon termination of the contract.</p> <p>However, the "Authority" may consider making 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 Authority.</p> <p>Applicable Under such circumstances, upon termination, the Authority may also impose liquidated damages as per the provisions of Clause 9 of this agreement.</p> <p>The Company/Firm/Agency will be required to pay any such liquidated damages to Authority within 30 days of termination date.</p>	<p>have been titled to receive any agreed payments upon termination of the contract. However, the "Authority" may consider making payment for the part performed on the basis of Quantum Merit as assessed by it. Applicable Under such circumstances, upon termination, the Authority may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Company/Firm/Agency will be required to pay any such liquidated damages to Authority within 30 days of termination date.</p>	<p>contract.</p>



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S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
90	Section 3 - OBLIGATIONS OF THE COMPANY/FIRM/AGENCY PROVIDING SERVICES, Page 56	TCS	3.5 Documents Prepared by the Company/Firm/Agency to be the Property of the "Authority": All plans, drawings, specifications, designs, reports, other documents and software prepared by the Company/Firm/Agency for the "Authority" under this Contract shall become and remain the property of the "Authority", and the Company/Firm/Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Authority", together with a detailed inventory thereof. The Company/Firm/Agency may retain a copy	This clause should be removed	As per the Form Tech 4 under clause 11 of Data Sheet in Chapter 15 (Evaluation Criteria for Technical Bid) Comments/ Suggestions have been invited for making necessary amendments to draft contract given under Chapter 22 (Annexure C). Based on the suggestions received from all the bidders, necessary amendments as decided by competent authority in PFMS, shall be made to the final contract.

## **CONSOLIDATED PRE - BID QUERIES and REPLIES**

S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
			of such documents but shall not use anywhere, without taking permission, in writing, from the Authority and the Authority reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Company/Firm/Agency and third parties for purposes of development of any such computer programs/modules, the Company/Firm/Agency shall obtain the "Authority's prior written approval to such agreements, and the "Authority" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.		



## **CONSOLIDATED PRE - BID QUERIES and REPLIES**

S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
91	Section 4 , COMPANY/FIRM/AGENCY'S PERSONNEL, Page 57	TCS	Clause 4 (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Personnel may be increased by agreement in writing between the "Authority" and the Company/Firm/Agency. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.	Additional work should be on agreed rates and timelines.	As per the Form Tech 4 under clause 11 of Data Sheet in Chapter 15 (Evaluation Criteria for Technical Bid) Comments/ Suggestions have been invited for making necessary amendments to draft contract given under Chapter 22 (Annexure C). Based on the suggestions received from all the bidders, necessary amendments as decided by competent authority in PFMS, shall be made to the final contract.
92	Section 6- PAYMENTS TO THE COMPANY/FIRM/AGENCY, Page - 58	TCS	Invoicing & Payment	Please confirm that payment mode shall be monthly and Credit period should be 30 days. Interest @ 1.5% per month shall be chargeable for delayed payment	As per the Form Tech 4 under clause 11 of Data Sheet in Chapter 15 (Evaluation Criteria for Technical Bid) Comments/ Suggestions have been invited for making necessary amendments to draft contract given under Chapter 22 (Annexure C). Based on the suggestions received from all the bidders, necessary amendments as decided by competent authority in PFMS, shall be made to the final contract.

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S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
93	Section 9 - Miscellaneous provisions: Page 59	TCS	Clause 9 (vi) Liquidated Damages — The Authority shall levy Liquidated Damages if the Company/Firm/Agency 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.	Clause 9 should be amended as below (vi) Liquidated Damages — The Authority shall levy Liquidated Damages if the Company/Firm/Agency 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 5% 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 clauses regarding the Liquidated Damages has been incorporated in the Tender document after the internal assesment of PFMS. As per the Form Tech 4 under clause 11 of Data Sheet in Chapter 15 (Evaluation Criteria for Technical Bid) Comments/ Suggestions have been invited for making necessary amendments to draft contract given under Chapter 22 (Annexure C). Based on the suggestions received from all the bidders, necessary amendments as decided by competent authority in PFMS, shall be made to the final contract.
94	Page No. 59, Point No. 9 (iv)	Pioneer	Each member/constituent of the Company/Firm/Agency, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Authority/Government for performance of works/services including that of its Associates/Sub Company/ Firm/ Agency under the Contract.	We understood from the clause that Consortium bidding is allowed in this tender.  Description of Requested Change: Please allow consortium bidding with maximum partnership of upto 3 Companies.	The clauses related to consortium in the Tender Document has been omitted. Necessary Corrigendum has been issued.



## **CONSOLIDATED PRE - BID QUERIES and REPLIES**

S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
95	Page No 59 of 83, General conditions of contract, point no 9 (vi)	Coromandel	Liquidated damages: company shall delay the deployment, LD shall be 0.02% for every day delay subject to maximum of 10%.	Request to please remove LD Portion, because delivery part subject to PFMS interview process and selection. Hence there is no delay from company/Firm side.	The clauses regarding the Liquidated Damages has been incorporated in the Tender document after the internal assesment of PFMS. As per the Form Tech 4 under clause 11 of Data Sheet in Chapter 15 (Evaluation Criteria for Technical Bid) Comments/ Suggestions have been invited for making necessary amendments to draft contract given under Chapter 22 (Annexure C). Based on the suggestions received from all the bidders, necessary amendments as decided by competent authority in PFMS, shall be made to the final contract.
96	Page No. 59, Section 22, Clause 9. vi	3i Infotech	Liquidated Damages - The Authority shall levy Liquidated Damages if the Company/Firm/Agency 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.	We understood that the Maximum penalty CAP is 5% of the contract value for this engagement , Please confirm our understanding. Maximum penalty should not more tha 5%.	As per the Tender document, The maximum limit of Liquidity Damage is 10% of the contract value for the position of the professional. Apart from this, , a penalty equal to 10% of the daily remuneration of the worker will be imposed on the Company/Firm/Agency, besides deduction of daily remuneration of the Senior Project Managers/Project Managers/ Operational Managers in case a Company/Firm/Agency fails to



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S. No.	Reference Page No. in the Tender Document	Name of the Company	Reference Provision in the Tender Document	Query	Reply
	Page No. 17, Section 6, Clause X		In case, the Company/Firm/Agency is asked to provide a substitute and it fails to do so within 3 (three) days, then a penalty equal to 10% of the daily remuneration of the worker will be imposed on the Company/Firm/Agency, besides deduction of daily remuneration of the said Project Managers and Operational Managers.		provide a substitute within 7 (seven) days
97	Section 2 : REQUIREMENT: LOCATION FOR PROVIDING SERVICES OF SR. PROJECT MANAGERS, PROJECT MANAGERS AND OPERATIONAL MANAGERS FOR PFMS Page 65 to 68 of 83	TCS	1. The location wise deployment will be as per the above table, subject to the requirement of PFMS for the particular location 2. The maximum limit for variation in no. of PMs and OMs required will be 15% to 20% after obtaining the approval of the competent authority in the government.	We propose that Vendor should be given one month time for deployment of resources after finalization of the exact no. and state wise deployment plan at CGA level	The table in respect of the location for providing resources given in the Tender document is already finalized by the competent authority. PFMS informs the vendor if any change is required in the location wise deployment after the approval of the competent authority. The time period for deployment has been amended through Corrigendum.
98	Page No. 71 Section 22, Appendix B, Clause II.3	CMS	Payments for consolidated monthly charges shall be made to the firm on a monthly basis on submission of a bill invoice for the service provided along with supporting documents such as certified attendance and satisfactory performance of personnel.	Pls. clarify on the attendance sheet verification. It will be complicated to collect and verify the attendance sheet of 332 nos. of resources deployed across India. Request you to assign single point of contact for the same.	Verification of Documents such as attendance sheet and satisfactory performance of personnel will be done by the concerned PFMS officials in the States /Ministries through which the personnel are attached. There will be a single point of contact at the CPMU Headquarters.



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99	Draft Contract: 5. Travelling and other overhead Expenses, Page 73 of 83	TCS	As such the travel of deployed manpower shall be regulated by the internal travel policy of the vendor. PFMS shall be reimbursing to vendor on a quarterly basis the amount spent on travel of the deployed manpower. Expenses related to pre-approved journeys by the designated authority in PFMS will be reimbursable by PFMS	Instead of Quarterly payments, Travel Bills should be reimbursed on Monthly Basis	The travelling and the overhead expenses mentioned in the Tender Document is based on the internal assesment of PFMS. Bids may kindly be submitted as per the terms and conditions of the Tender Document.
100	Annexure - 'D' 23. DATA SECURITY CERTIFICATE, Page 77	TCS	Format and Contents of Data Security Certificate	We have reservations in giving data security certificate in its present form. We may give the same to the extent that the data belong to PFMS, we will not take out data. It is because (i) the data is used in client's environment, and at clients sight as such we do not have control of the data except we will use it. Further we would specifically limit the liability on data breach in the event we give the certificate with modifications.	The Data Security Certificate mentioned in the Tender Document is based on the internal assesment of PFMS. Bids may kindly be submitted as per the terms and conditions of the Tender Document.
101	Page No. 59, Section 22, Clause 9. vi	Corporate Infotech Pvt Ltd	Each member/constituent of the Company/Firm / Agency, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Authority / Government for performance of works/services including that of its Associates/Sub Company/Firm/Agency under the Contract.	We request you to remove the Consortium clause because this clause is support to specific vendor.	Request to the removal of clauses related to consortium in the Tender Document has been considered. Necessary Corrigendum has been issued.



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102	General Query	UTITSL		Pls clarify the commercial format for showcasing the travelling expenses	Revised Table in respect of the Travel expenses and entitlements to the resources deployed has been incorporated in the Tender Document. Necessary Corrigendum has been issued.
103	Annexure C: Contract Agreement. Request to add in the tender document	TCS	<p>Following clauses should be included in the contract</p> <p>Execution Infrastructure</p> <p>The Authority will provide necessary and adequate infrastructure to enable Company/Firm/Agency to fulfill its commitment for the assignment. This will be applicable for each Company/Firm/Agency Consultant associated with the project and will be arranged for and provided at no cost to Company/Firm/Agency. The infrastructure will include:</p> <ul style="list-style-type: none"> <li>i. Office space;</li> <li>ii. Hardware and software;</li> <li>iii. Computer consumable including stationery, printer ribbons/toner, magnetic storage media such as floppy disks, tapes, cartridges, DATs;</li> <li>iv. Office stationery and consumable;</li> <li>v. Secretarial assistance, if necessary at site;</li> <li>vi. Telephone, e-mail and fax facilities at site;</li> <li>vii. Photocopying assistance;</li> <li>viii. Meeting Room facilities including room equipped with a writing board, seating arrangements, computers/ terminals, overhead projector and consumables.</li> </ul> <p>The above-mentioned infrastructure will be required for work to be carried out at the site of Authority during regular working hours. Authority 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.</p> <p>Co-ordination</p> <p>Authority will provide timely clarifications and feedback sought by Company/Firm/Agency's Consultants during the period of this assignment. Authority will allocate a Project Co-ordinator to interact with Company/Firm/Agency, fix appointments with various Authority Personnel and provide local assistance to Company/Firm/Agency's Consultants. The Project Co-ordinator will have necessary authorization from Authority to take decisions and give timely approvals as per the need of the project.</p>		As per the Form Tech 4 under clause 11 of Data Sheet in Chapter 15 (Evaluation Criteria for Technical Bid) Comments/ Suggestions have been invited for making necessary amendments to draft contract given under Chapter 22 (Annexure C). Based on the suggestions received from all the bidders, necessary amendments as decided by competent authority in PFMS, shall be made to the final contract.



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			<p><b>Deliverables</b> The deliverables will be as per the details of the deliverables provided in the accompanying Technical Proposal.</p> <p><b>Payment of Invoices/Bills</b> All invoices and bills for the Application Software will be raised by Company/Firm/Agency as per the Payment Terms and will become due for payment within thirty (30) days of presentation. All payments are to be made by demand draft/cheque favoring TATA CONSULTANCY SERVICES LIMITED. 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, Company/Firm/Agency 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 Authority and any such withholding by the Company/Firm/Agency shall not be treated as breach by it of the provisions of this Agreement.</p> <p>All fees payable to Company/Firm/Agency 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, Authority shall be responsible to pay or reimburse Company/Firm/Agency the amount of such taxes. Where applicable, Company/Firm/Agency shall invoice such taxes as a separate line item in applicable invoices and shall pay such amount of tax to the appropriate taxing authority upon receipt of such amount from the Authority. Any increase or decrease in the existing taxes or newly introduced taxes shall be to the account of the Authority. Each party is responsible for its own income taxes, corporate taxes and franchise taxes.</p> <p><b>Confidentiality</b> Both parties agree that they may, in the course of their business relationship with the other, acquire or be exposed to information that is proprietary or confidential to the other party, its affiliates or its or their respective Authoritys. Both parties undertake, to hold all such information in strictest confidence and not to disclose such information to third parties nor to use such information for any purpose</p>		

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				<p>whatsoever save as may be strictly necessary for the performance of the assignment as mentioned in this proposal. The term "Confidential Information" as used herein means any information or documents disclosed by one party to the other party orally, and which is reduced to writing within a period of 3 days of the disclosure or in writing or including but not limited to any written or printed documents, samples, model, technical data/know-how, drawings, photographs, specifications, standards, manuals, reports, formulae, algorithms, processes, information, lists, trade secrets, computer programs, computer software, computer data bases, computer software documentation, quotations and price lists, research products, inventions, development, processes, engineering techniques, strategies, customers, internal procedures, employees and business opportunity and clearly identified and marked as "Confidential Information". The data contained herein shall not be disclosed, duplicated, used in whole or in part for any purpose other than to evaluate the proposal provided that, a contract is awarded to this proposal as a result of, or in connection with the submission of this data. Both the parties shall have the right to duplicate, use or disclose the data to the extent provided in the contract. This confidentiality restrictions shall be for the term of the resultant contract and for a period of two years thereafter. This restriction does not limit the right to use information contained in the data if it:</p> <p>a. Is obtained from another source without restriction.</p> <p>b. Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality;</p> <p>c. becomes generally known to the public without violation of this Proposal;</p> <p>d. is independently developed by the receiving party without the use of confidential Information and without the participation of individuals who have had access to confidential information;</p> <p>e. is required to be provided under any law, or process of law duly executed.</p> <p>Non-employment</p> <p>The Authority will neither offer to employ nor employ, directly or otherwise, any Company/Firm/Agency employee, associated for the purpose of, or with the assignment, during the period between the date of this proposal and two years from the completion of the assignment arising herefrom</p>	



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			<p>Liability</p> <p>Company/Firm/Agency shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the Authority or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Company/Firm/Agency is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Authority, then Company/Firm/Agency shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Company/Firm/Agency is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Authority. Such failures or delays shall be brought to the notice of the Authority and subject to mutual agreement with the Authority, then Company/Firm/Agency shall take such actions as may be necessary to correct or remedy the failures or delays.</p> <p>Company/Firm/Agency shall be entitled to invoice the Authority for additional costs incurred in connection with correction or remedy as above at time &amp; material rate card as agreed upon between the parties.</p> <p>Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. The total cumulative liability of either party arising from or relating to this Agreement shall not exceed the total amount paid to Company/Firm/Agency by the Authority in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose); provided, however, that this limitation shall not apply to any liability for damages arising from (a) willful misconduct or (b) indemnification against third party claims for infringement.</p> <p>General Indemnity</p> <p>The Authority will, during the period of the coverage of this assignment, indemnify and hold Company/Firm/Agency harmless from any loss, injury, claim or damage resulting from any death or</p>		

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			<p>injury to any person or property of Company/Firm/Agency arising out of the use or possession of the equipment or location of the Authority by Company/Firm/Agency or its personnel, unless caused by the negligence of Company/Firm/Agency personnel and the limitation or liability provided herein shall not apply to such loss, injury, claim or damages.</p> <p>Indemnity for infringement of intellectual property rights</p> <p>The Authority warrants that all software, information, data, materials and other assistance provided by it under this proposal shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Company/Firm/Agency harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.</p> <p>Nonexclusively</p> <p>Company/Firm/Agency shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Company/Firm/Agency under this Proposal.</p> <p>Independent Relationship</p> <p>This Proposal is not intended to create a relationship such as a partnership, joint venture, agency, or employment relationship. Neither party may act in a manner, which expresses or implies a relationship other than that of independent party nor bind the other party.</p> <p>Modification</p> <p>This proposal may be modified only by an amendment executed in writing by a duly authorised representative for each party.</p> <p>Publicity</p> <p>Neither party shall publicize any information pertaining to this assignment or the other party without seeking the prior written consent of the other party.</p> <p>IPR indemnity from Authority:</p> <p>Authority warrants to Company/Firm/Agency that the software, materials, and other assistance ('Authority materials') supplied by Authority to Company/Firm/Agency for the purpose of execution of</p>		



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			<p>the terms of the agreement are either Authority owned properties or are properties obtained by Authority under proper intellectual property licenses. Authority further warrants that the said software, material and other information, to be provided by Authority shall not infringe the intellectual property rights, proprietary rights or any other property rights of any party. If Authority materials supplied by Authority are found to infringe the intellectual property rights of any party, then Authority shall hold harmless and indemnified Company/Firm/Agency , against all claims and actions associated with such infringement, including without limitation the attorney fees spent by Company/Firm/Agency in defending such actions and claims, and any compensation that may be paid by Company/Firm/Agency to settle such claim either in satisfaction of a court decree or otherwise. This clause shall survive the termination of this agreement. The Authority will indemnify, defend and hold Company/Firm/Agency harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of Company/Firm/Agency arising out of the use or possession of the facilities/equipment or location of Authority by Company/Firm/Agency or its personnel, unless caused by the negligence of Company/Firm/Agency personnel and the limitation of liability provided herein shall not apply to such loss, injury, claim or damages.</p> <p>The time lost due to any of the following causes shall not be included in calculating "Fix/Work Around Available Time" or "Resolution Time":</p> <ul style="list-style-type: none"> <li>i Time lost due to power or environmental failures;</li> <li>ii Time taken to recover the equipment because of power or environmental failures;</li> <li>iii Time lost due to damage or malfunction of the equipment or any of the units thereof due to causes attributable to Customer/OEM, such as attachment of additional devices, making alteration to the system, participate in maintenance of the system, etc., without Company/Firm/Agency/ Vendor's consent.</li> <li>iv Time taken for scheduled maintenance/troubleshooting (including back-up and restore times) either for preventive purposes or improvement in function or other purposes;</li> <li>v Time taken for reconfiguration or other planned downtime situations;</li> <li>vi Scheduled shutdowns as required by Owner/ Purchaser. Company/Firm/Agency/ Vendor may also</li> </ul>		

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			request Owner/ Purchaser for a shutdown for maintenance purpose, which request will not be denied unreasonably by Owner/ Purchaser. vii Time taken for booting the systems. viii Time taken to get approval from all stakeholders for the exclusive availability of system for support activities where the prospective solutions can be tested prior to promotion into production. ix Time taken by Customer to approve the work around or fix. x Time taken by the third-party vendors and service providers for fixing a product related fault/ defect, replacement of part(s), or responding to clarifications.		