

No.C-13015(468)/MFCGA/PFMS/2017-18/ 10756
GOVERNMENT OF INDIA
MINISTRY OF FINANCE
DEPARTMENT OF EXPENDITURE
CONTROLLER GENERAL OF ACCOUNTS
PUBLIC FINANCIAL MANAGEMENT SYSTEM

3rd Floor, Shivaji Stadium Annexe

New Delhi-110001

Dated: 30.01.2018

CORRIGENDUM to Tender No.C-13015(468)/MFCGA/PFMS/IT Manpower/2016-17/8531 dated 23.11.2017 for "Hiring of 120 IT Professionals for Public Financial Management System (PFMS)."

Last date for submission of tender documents and opening of bids for "Hiring of 120 IT Professionals for Public Financial Management System (PFMS)" has been extended. **Revised date for submission is 16.02.2018 till 1:00 PM and opening of tender is 16.02.2018 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	Change 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 10 days from the date of receipt of the work order or within 15 days from the date of issue of work order whichever is earlier, the EMD shall stand forfeited without giving any further notice.	If agency fails to deploy the required manpower against the initial requirement within 21 days from the date of receipt of work order or 30 days from the date of issue of work order , 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 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.	The contract shall commence within 21 days from the date of receipt of work order or 30 days from the date of issue of work order , 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 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.	<u>Expected date for commencement of work on assignment/job :</u> The work may be commenced within 21 days from the date of receipt of work order or 30 days from the date of issue of work order ,
	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 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.	If I fail to provide the desired resources as per the work order within 21 days from the date of receipt of work order or 30 days from the date of issue of work order and/or I fail to sign the agreement as per contract and/or I fail to submit performance guarantee as per contract, I 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 Work Award and the said earnest money as specified above shall stand forfeited.

Sl. No	Tender Condition No.	Existing Tender Condition	Change 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 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/Firm/Agency, besides deduction of daily remuneration of the said IT Professional.	In case, the Company/Firm/Agency is asked to provide a substitute and it fails do so within 7 (Seven) 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 IT Professional.
	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 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.	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 7 (Seven) 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.
3	Chapter No. 6 General Terms and Conditions of the Contract Point XXVII	The Company/Firm/Agency shall raise the bill, in triplicate, along with attendance sheet performance report and submit the same to the Sr. Accounts Officer (Administration), Public Financial Management System, 3rd Floor, Shivaji Stadium Annexe Building, Shaheed Bhagat Singh Marg, New Delhi-110001 in the first week of the succeeding month. The bills for payment shall be raised after making payment of salaries to the manpower employed for the preceding month. The payment of salary shall be made on the 1st working day of the succeeding month and the bill raised by the agency shall be supported by evidence of bank account transfer of salaries of persons assigned to project.	The Company/Firm/Agency shall raise the bill, in triplicate, along with attendance sheet performance report and submit the same to the Sr. Accounts Officer (Administration), Public Financial Management System, 3rd Floor, Shivaji Stadium Annexe Building, Shaheed Bhagat Singh Marg, New Delhi-110001 in the first week of the succeeding month. The bills for payment shall be raised after making payment of salaries to the manpower employed for the preceding month. Company/Firm/ Agency has to submit the certificate stating that they have paid the salaries to the deployed resources.
4	a) 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. 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.	Vendor will be responsible for timely payment to the deployed IT resources and statutory authorities and compliance of all statutory provisions relating to minimum wages/specified contract amount etc. in respect of the persons deployed by it in the PFMS. If required, PFMS may ask for proof of all the deductions to the deployed resource at any time.

Sl. No	Tender Condition No.	Existing Tender Condition	Change in the Tender Condition
	b) Chapter No. 22, Clause II. General Conditions of Contract, Sub Clause 6, Payment to the Consultant, Point 6.3 Terms of the Payment	The consultant shall submit the invoice for payment when the payment is due as per the agreed terms (copy of challan of ESIC/EPF etc. and attendance sheet etc.)	The consultant shall submit the invoice for payment when the payment is due as per the agreed terms (Copy of HR Certificate, attendance sheet etc.)
5	Chapter 14, Eligibility Criteria/ Technical Requirement for the Bidder for Technical Bid, Clause I	The bidders must be the agencies offering IT professionals of the kind require for at least three prior years with an average annual turnover of at least Rs.8 Crore (Rupees Eight Crore Only) during the last 3 years (2014-15 to 2016-17). Copies of turnover certificate of last three financial years, duly certified by Chartered Accountant shall be submitted with technical bid document. The bidder should be profit making company.	The bidders must be the agencies offering IT professionals of the kind require for at least three prior years with an average annual Turnover of at least Rs. 8 Crore (Rupees Eight Crore Only) during the last 3 years (2014-15 to 2016-17) from IT/ITes Services in this regard. Turnover from supply of Hardware/IT infrastructure and their associated maintenance services shall not be considered. Copies of IT/ITes Services turnover certificate of last three financial years, duly certified by Chartered Accountant shall be submitted with technical bid document. The bidder should be profit making company at least during the last financial year.
6	Chapter 14, Eligibility Criteria/ Technical Requirement for the Bidder for Technical Bid, Clause III	The bidder should preferably be ISO 9001:2008, ISO 27001 Certified Company or CMMI Level – 3 and above.	The bidder must be CMMi Level - 3 and above.
7	a) Chapter 5, Category A, X. Team Lead, Preferred Professional Qualification/Certification	PMP and Equivalent, CGEIT, ITIL (Foundation)	PMP and Equivalent, CGEIT, ITIL (Foundation), Microsoft .Net, SQL Server , Biztalk etc
	b) Chapter No. 22, Clause IV. Appendices, Sub Clause 2, Category A, X. TEAM LEAD, Preferred Professional Qualification/ Certification	PMP and Equivalent, CGEIT, ITIL (Foundation)	PMP and Equivalent, CGEIT, ITIL (Foundation), Microsoft .Net, SQL Server , Biztalk etc

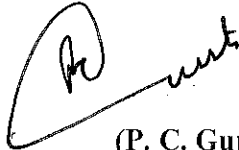
Sl. No	Tender Condition No.	Existing Tender Condition	Change in the Tender Condition
8	Chapter 24, Form Tech 2, Note.	Please provide documentary evidence from the client, i.e. copy of work order, contracts and completion certificate for each of above mentioned assignment. The experience may not be considered for evaluation if such requisite supports documents are not provided with the proposal.	Please provide documentary evidence from the client, i.e. 1. In case of Completed Projects, a copy of the work order and work completion/satisfaction certificate be provided. 2. In case of On-Going projects, a copy of the work order and a recent satisfactory certificate from the client be provided. No Self-Declaration by the Bidder will be considered. The experience may not be considered for evaluation if such requisite supports documents are not provided with the proposal.
9	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 22. Clause II, Sub-Clause 1, Point 1.1, General Provisions, Sub Point 1.1 (j)	“Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.	Clause has been omitted.
	c) Chapter 22. Clause II, Sub-Clause 1, Point 1.7, Authority of Lead Partner	In case the Consultant consists of a joint venture/consortium/association of more than one entity, the Members hereby authorize the entity specified (Lead/Consultant) in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the “Employer” under this Contract, including without limitation the receiving of instructions and payments from the “Employer”. However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract	Clause has been omitted.
	d) 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

Sl. No	Tender Condition No.	Existing Tender Condition	Change in the Tender Condition
	e) 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 furnish the following information for each of the consortium member separately	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.
	f) 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.

3. **ENVELOPE-1 in Chapter 12, Bidding Process of the Tender Document** has been revised and the revised terms in Envelope 1 is uploaded as Annexure '1' to the corrigendum on the websites www.cga.nic.in, <https://eprocure.gov.in/epublish/app> and www.finmin.nic.in.

4. **Financial Bid Performa (Chapter 19) and Appendix – B of Sub Chapter IV of Chapter 22 of the Tender Document** has been revised and the revised detailed Financial Bid Performa and revised Appendix – B is uploaded as Annexure '2' to the corrigendum on the websites www.cga.nic.in, <https://eprocure.gov.in/epublish/app> and www.finmin.nic.in.

5. **Evaluation Criteria in the Tender Document** has been revised and the revised Evaluation Criteria is uploaded as Annexure '3' to the corrigendum on the websites www.cga.nic.in, <https://eprocure.gov.in/epublish/app> and www.finmin.nic.in.


(P. C. Gupta)
Asstt. Controller of Accounts

12. Bidding Process:

I. Bid Submission

ENVELOPE-1: TECHNICAL BID FOR PROVIDING 120 IT PROFESSIONALS FOR PUBLIC FINANCIAL MANAGEMENT SYSTEM (PFMS)
i. ENVELOPE-1:

The Envelope-1 shall contain the followings:

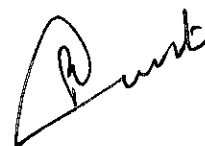
- D.D/Banker's Cheque of Rs.2000/- favouring **"Pay and Account Officer, O/o The Controller General of Accounts", New Delhi** as tender fee, if the tender documents are downloaded from website in a separate envelope.
- Earnest Money Deposit (EMD) as per NIT in a separate envelope.
- Acceptance letter for un-conditional acceptance of tender conditions as per the Performa given in the Instructions to Tenderers. (Signed and Stamped) **Annexure 'A'**
- Application – Technical Bid.'
- An **undertaking affidavit on Stamp Paper of Rs. 10/-** as per **Annexure 'B'**
- Form Tech's as per the **Annexure 'E'**
- Data Security Certificate on Rs.100/- Non-judicial Court Stamp as per **Annexure 'D'**
- Tendering Companies/Firms/Agencies are required to enclose the following documents along with the Technical Bid, failing which their bids shall be summarily rejected and will not be considered any further:-
 1. Registration certificate (duly self-attested)
 2. Copy of PAN/GIR card. (duly self-attested)
 3. Copy of the IT returns filed for the last three financial years i.e. from 2014-15 to 2016-17. (duly self-attested)
 4. Copy of the Goods and Service Tax registration certificate. (duly self-attested)
 5. Copy of EPF registration Certificate. (duly self-attested)
 6. Turnover Certificate of IT/ITes Services duly certified from Chartered Accountant for the last 3 years (2014-15 to 2016-17).
 7. Certified documents in support of entries in column 10 (Similar Nature of Work) of Technical Bid Performa. In case of Completed Projects, a copy of the work order and work completion/satisfaction certificate be provided. In case of On-Going projects, a copy of the work order and a recent satisfactory certificate from the client be provided. No Self-Declaration by the Bidder will be considered.
 8. Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

This envelope shall be marked as: Envelope-1: TECHNICAL BID, "EMD", Acceptance letter (Annexure A), Annexure 'B', Signed tender documents including NIT.

NIT No.

DUE ON:

FROM: (NAME OF THE BIDDER)



II. Last Date of Submission of Bids

Order for arrangement of documents with the Technical Bid:

- Acceptance letter for un-conditional acceptance of tender conditions as per the Performa given in the Instructions to Tenderers. (Signed and Stamped) **Annexure 'A'**
- Application – Technical Bid.'
- An **undertaking affidavit on Stamp Paper of Rs. 10/-** as per **Annexure 'B'**
- Form Tech's as per the **Annexure 'E'**
- Data Security Certificate on **Rs.100/- Non-judicial Court Stamp** as per **Annexure 'D'**
- Tendering Companies/Firms/Agencies are required to enclose the following documents along with the Technical Bid, failing which their bids shall be summarily rejected and will not be considered any further:-
 1. Registration certificate (duly self-attested)
 2. Copy of PAN/GIR card. (duly self-attested)
 3. Copy of the IT returns filed for the last three financial years i.e. from 2014-15 to 2016-17. (duly self-attested)
 4. Copy of the Goods and Service Tax registration certificate. (duly self-attested)
 5. Copy of EPF registration Certificate. (duly self-attested)
 6. Turnover Certificate of IT/ITes Services duly certified from Chartered Accountant for the last 3 years (2014-15 to 2016-17).
 7. Certified documents in support of entries in column 10 (Similar Nature of Work) of Technical Bid Performa. In case of Completed Projects, a copy of the work order and work completion/satisfaction certificate be provided. In case of On-Going projects, a copy of the work order and a recent satisfactory certificate from the client be provided. No Self-Declaration by the Bidder will be considered.
 8. Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.



19. FINANCIAL BID PROFORMA

The Financial Bid for Providing IT manpower 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.	Contract Designation	Functional Designation	No. of Manpower	Rate Per Month in year one	Total Amount for year one	Annual Increment in % if any	Rate Per Month in year two	Total amount for year two	Total amount for years one and year two
Category – A									
1	Sr. Solution Architect								
		a) Big Data Solution Architect	1						
		b) Data Steward	1						
2	Sr. Technical Project Manager								
		a) Sr. Tech Project Manager	1						
		b) Sr. Data Base Administrator	2						
3	Technical Project Manager								
		a) Technical Project Manager	1						
		b) Project Specialist	2						

(Signature)

Sl. No.	Contract Designation	Functional Designation	No. of Manpower	Rate Per Month in year one	Total Amount for year one	Annual Increment in % if any	Rate Per Month in year two	Total amount for year two	Total amount for years one and year two
		c) Sr. Sys Administrator	2						
4	Sr. S/W Developer								
		a) Business Analyst	7						
		b) Test Lead	1						
		c) Team Lead	10						
		d) Sr. S/W Developer	16						
		e) Web Designer	2						
5	Data Administrator								
		a) Database Administrator	3						
6	Quality Assurance Engineers								
		a) QA Team Members	4						
Total Category - A			53						
Category - B									
7	Test Engineer	a) Tester	7						
8	S/W Developer								
		a) S/W Developer	43						
		b) Sys Administrator	2						

Sl. No.	Contract Designation	Functional Designation	No. of Manpower	Rate Per Month in year one	Total Amount for year one	Annual Increment in % if any	Rate Per Month in year two	Total amount for year two	Total amount for years one and year two
		c) Sr. Technical Support	9						
	Total Category - B		61						
Category - C									
9	Technical Document Writer	a) Technical Document Writer	4						
10	Technical Support Engineer	a) Technical Support Engineer	2						
	Total Category - C		6						
	Grand Total- A+B+C		120						

Rates per month for professional IT manpower support services:

Note:-Goods and Service tax and other taxes as applicable will be paid extra.

Signature of authorized person

Full Name:

Seal:

Date:

Place:



APPENDIX B – TOTAL COST OF SERVICES

Sl. No	Contract Designation	Functional Designation	No. of Manpower	Rate Per Month in year one	Total Amount for year one	Annual Increment in % if any	Rate Per Month in year two	Total amount for year two	Total amount for years one and year two
Category – A									
1	Sr. Solution Architect								
		a) Big Data Solution Architect	1						
		b) Data Steward	1						
2	Sr. Technical Project Manager								
		a) Sr. Tech Project Manager	1						
		b) Sr. Data Base Administrator	2						
3	Technical Project Manager								
		a) Technical Project Manager	1						
		b) Project Specialist	2						
		c) Sr. Sys Administrator	2						
4	Sr. S/W Developer								
		a) Business Analyst	7						
		b) Test Lead	1						
		c) Team Lead	10						
		d) Sr. S/W Developer	16						
		e) Web Designer	2						



5	Data Administrator								
		a) Database Administrator	3						
6	Quality Assurance Engineers								
		a) QA Team Members	4						
	Total Category - A		53						
	Category - B								
7	Test Engineer	a) Tester	7						
8	S/W Developer								
		a) S/W Developer	43						
		b) Sys Administrator	2						
		c) Sr. Technical Support	9						
	Total Category - B		61						
	Category - C								
9	Technical Document Writer	a) Technical Document Writer	4						
10	Technical Support Engineer	a) Technical Support Engineer	2						
	Total Category - C		6						
	Grand Total- A+B+C		120						

I. Contract Price (Ceiling)

Contract Price per Month	Contract Duration (Months)	Total Contract Price (Ceiling)
Rs.	24	Rs.

Contract Ceiling: Rupees _____ only.



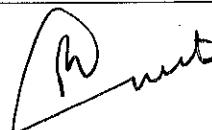
II. Other provisions

1. The unit rates and total cost of services are exclusive of all applicable duties & taxes as on the date signing of contract.
2. Company/Firm/ Agency has to submit a Certificate/Undertaking regarding the disbursement of salary to the deployed resources.
3. The unit rates and total cost of services shall remain firm during 24 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.
4. 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.
5. Prorated deductions shall be made from monthly charges for any personnel on account of unauthorized absence.

A handwritten signature in black ink, appearing to be 'P. M. S.', written in a cursive style.

Evaluation Criteria for evaluation of Technical Bid and Financial Bid**Evaluation Criteria for evaluation of Technical Bid:**

16	Evaluation Criteria	Points	Remarks for Criteria of points																												
16.1	Expertise of Firm/ Organization	30																													
16.1.1	Reputation of Organization/ Credibility/ Reliability/ Industry Standing (General Organizational Capability which is likely to affect implementation - Financial Stability, age/size of the firm, strength of project management support, etc.)	20	<p>Max. 10 points for Financial Stability and Max. 10 Points for Age of the firm.</p> <p>Points for financial stability: Average Turnover during last 3 years as per Tender Documents.</p> <p>Evaluation criteria i.e. "Score of Turnover"</p> <table><tr><td>Above Rs. 500 Cr</td><td>10 points</td></tr><tr><td>Above Rs. 300 Cr upto Rs. 500 Cr</td><td>9 points</td></tr><tr><td>Above Rs. 240 Cr upto Rs. 300 Cr</td><td>8 points</td></tr><tr><td>Above Rs. 180 Cr upto Rs. 240 Cr</td><td>7 points</td></tr><tr><td>Above Rs. 130 Cr upto Rs. 180 Cr</td><td>6 points</td></tr><tr><td>Above Rs. 80 Cr upto Rs. 130 Cr</td><td>5 points</td></tr><tr><td>Above Rs. 30 Cr upto Rs. 80 Cr</td><td>4 points</td></tr><tr><td>Above Rs. 08 Cr upto Rs. 30 Cr</td><td>3 points</td></tr><tr><td>For Rs. 08 Crores</td><td>2 Points</td></tr></table> <p>Age: No. of years of experience (As per tender documents i.e. "Score of years' experience")</p> <table><tr><td>Above 15 years</td><td>10 points</td></tr><tr><td>Above 12 years upto 15 years</td><td>8 points</td></tr><tr><td>Above 09 years upto 12 years</td><td>6 points</td></tr><tr><td>Above 06 years upto 09 years</td><td>4 points</td></tr><tr><td>Above 03 years upto 06 years</td><td>2 points</td></tr></table>	Above Rs. 500 Cr	10 points	Above Rs. 300 Cr upto Rs. 500 Cr	9 points	Above Rs. 240 Cr upto Rs. 300 Cr	8 points	Above Rs. 180 Cr upto Rs. 240 Cr	7 points	Above Rs. 130 Cr upto Rs. 180 Cr	6 points	Above Rs. 80 Cr upto Rs. 130 Cr	5 points	Above Rs. 30 Cr upto Rs. 80 Cr	4 points	Above Rs. 08 Cr upto Rs. 30 Cr	3 points	For Rs. 08 Crores	2 Points	Above 15 years	10 points	Above 12 years upto 15 years	8 points	Above 09 years upto 12 years	6 points	Above 06 years upto 09 years	4 points	Above 03 years upto 06 years	2 points
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Above Rs. 180 Cr upto Rs. 240 Cr	7 points																														
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Above Rs. 08 Cr upto Rs. 30 Cr	3 points																														
For Rs. 08 Crores	2 Points																														
Above 15 years	10 points																														
Above 12 years upto 15 years	8 points																														
Above 09 years upto 12 years	6 points																														
Above 06 years upto 09 years	4 points																														
Above 03 years upto 06 years	2 points																														
16.1.2	Experience of similar assignment in Central Govt./State Govt./PSEs/ Autonomous Bodies	10	<p>Similar work typically includes providing IT manpower for software development projects to Central/State/UT Government/Public Sector Enterprises/Autonomous Bodies.</p> <p>100% marks will be awarded to the Company/Firm/Agency which has executed the similar assignments of maximum value in last 3 years for Central, State, UT Government, Public Sector Enterprises & Autonomous Bodies, Other bidders will be given scaled down scores on the basis of similar assignments, subject to the minimum of 2 marks for the lowest bidder with minimum similar work experience.</p>																												



16.2	Adequacy of the proposed methodology and work plan in responding to the Tender Documents/Terms and Conditions of Tender		5	To be evaluated and scored by a team of experts. Scores given by experts to be averaged for each bidder.
16.3	CMMi Level – 3 and above certification Companies		5	The points will be awarded as under: 1. For CMMi Level 5 5 points 2. For CMMi Level 4 3 points 3. For CMMi Level 3 2 points
16.4	Professional staff qualifications and competence for the assignment		60	
	Category – A			
	Contract Designation	Functional Designation	Max Points	Remarks
16.4.1	Sr. Solution Architect	Big Data Solution Architect	2	Evaluation criteria for each CV will be as follows: A.If Professional Qualification not possessed – 0% of total. B. If minimum Experience not possessed – 0% of total. C. If Professional Qualification and minimum experience possessed- 60% of total. D.For each Preferred Professional Qualification/ Certification – 05% of the total subject to the maximum limit of 20 % of the total. E.For any experience in Financial Management – 20% of the total. Note: 1. This will be subject to maximum of 100% for each CV. 2. The Bidder has to be compulsorily submit 120 CV's as per the break up given in the Tender Notice. 3. Manpower deployed should be atleast 70% of each category resumes' provided in the Technical Bid by the Bidder. 4. For Considering experience in Financial Management: Candidates with experience of working on IT projects in areas of (a) budgeting, invoicing, ad-hoc reporting, (b)
		Data Steward	2	
16.4.2	Sr. Technical Project Manager	Sr. Tech. Project Manager	1	
		Sr. Data Base Administrator	2	
16.4.3	Technical Project Manager	Technical Project Manager	2	
		Project Specialist	4	
		Sr. Sys Administrator	4	
16.4.4	Sr. S/W Developer	Business Analyst	7	
		Test Lead	1	

		Team Lead	10	profit/loss management, Accounting and Financial Closure, (c) Treasury management of Payments and Bank reconciliation, (d) Cash and Liquidity Management, Debt and Investment Management, (e) Governance, Risk and Compliance for Finance of Enterprise Risk Management, Controls and Compliance Management, Fraud Management and Audit Management or experience in other areas (f) Internet banking and Mobile application Banking (g) Custom accounting software with integration with third party platforms (h) Procurement Management Systems (i) Mobile Payment Processing (j) Loan Processing (k) Mortgage Banking and (l) Portfolio/Asset Management
		Sr. S/W Developer	16	
		Web Designer	2	
16.4.5	Database Administrator	Database Administrator	3	
16.4.6	Quality Assurance Engineers	QA Team Members	4	
	Total Category – A		60	
	Category – B			
16.4.7	Test Engineer	Tester	10.5	
16.4.8	S/W Developer	S/W Developer	21.5	
		System Administrator	1	
		Sr. Technical Support	27	
	Total Category – B		60	
	Category – C			
16.4.9	Technical Document Writer	Technical Document Writer	40	
16.4.10	Technical Support Engineer	Technical Support Engineer	20	
	Total Category – C		60	
	Grand Total		100	
	The minimum technical score T (s) require to qualify for the opening of financial bid is as under:			
	1. For Category A 70 Points			
	2. For Category B 60 Points			
	3. For Category C 60 Points			



17	The agencies/firms whose technical bid will qualify in technical evaluation shall be notified in writing about the date & time for public opening of their Financial Bid.
18	<p>Evaluation Criteria for Financial Bid:</p> <ol style="list-style-type: none"> 1. The financial evaluation shall be conducted for each Category separately. 2. The bid with the lowest cost / quoted price shall be given a financial score of 100 and the other bid given financial score that are inversely proportionate to their prices. $F(s) = (LEC / EC) * 100$ <p>F (s) stands for financial score</p> <p>EC stands for Evaluated Cost of the financial bid</p> <p>LEC stands for Lowest Evaluated Cost of the financial bid.</p>
19	<ol style="list-style-type: none"> 1. The Authority shall adopt a two-stage selection process in evaluating the Bid as per Quality-cum-Cost Based Selection (QCBS) process under which 70% weight age will be given to the Technical Evaluation and 30% weight age to the Financial Evaluation. 2. For working out the combined score, the employer will use the following formula: Total points = T (w) x T (s) + F (w) x F (s), where T (w) stands for weight of the technical score (70%). T (s) stands for technical score F (w) stands for weight of the financial bid (30%) F (s) stands for financial score 3. The combined evaluation shall be conducted for each Category separately and contracts shall be awarded for each Category separately. 4. The bids will be ranked for each Category separately in terms of total points scored. The bid with the highest total points (H-1) for each Category will be considered for award of contract.

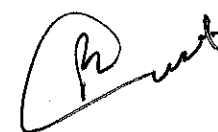


Consolidated Pre Bid Queries for Tender for Hiring of 120 IT professionals

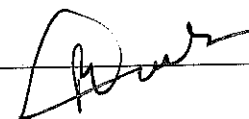
S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
1	Schedule of Tender Document, Page 3	TCS	Point no. 7- Approximate Estimated Cost :- Rs. 26,00,00,000/-	This Approximate Estimated Cost seems to be Inadequate	The estimated cost given in the Tender is the base price. Bidder can quote according to their calculations.
2	Page No. 5, Tender Notice	Wipro	The contract will initially be for a period of two 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. The quantum of requirement of IT Professionals is as under; but may undergo a change in future as per the requirements of the Department at a particular point of time:	Bidder requests modification: - The contract will initially be for a period of two 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 <u>on terms and conditions mutually agreeable to both parties</u> . The quantum of requirement of IT Professionals is as under; but may undergo a <u>mutually agreed</u> change in future as per the requirements of the Department at a particular point of time:	Extension of the Contract will be decided after taking the due approval of Competent Financial Authority on the same Terms and Conditions of the Contract. Bids may kindly be submitted as per the terms & conditions of the Tender Document.
3	TENDER NOTICE, Page 6	TCS	Part-I: Technical Bid and Part-II: The contract will initially be for a period of two 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 confirm the terms for extension. What would be the escalation in the contracted rates? Will the team remain same? Can there be increase or decrease in team?	Extension of the Contract will be decided after taking the due approval of Competent Financial Authority on the same Terms and Conditions of the Contract. Escalation in the 3rd year in case of extension shall be as per the percentage of increment indicated in the Financial Bid proforma, under chapter 19 of the tender document, at the stage of submitting current bids.
4	Page No. 6 & 36 Clause Tender Notice & Chapter 14 Eligibility Criteria	UTITSL	The quantum of requirement of IT professionals is as under; but may undergo a change in future as per the requirements of the Department at a particular point of time. The requirement of the PFMS may increase or decrease during the initial period of contract also.	Pls clarify this point as to what extent OR the percentage of change is possible in this project?	The percentage of change in the requirement of IT professionals will be as per the administrative requirement of PFMS. Generally, The variation in no. of IT Professionals shall not more than plus/minus 15% of the number of IT Professionals as per the existing provisions in the Manual for Procurement of Consultancy and Other Services, 2017.
5	Part -I Technical Bid & Part II Financial Bid, Page 6	TCS	Contract will be initially for a period of two years However depending upon the administrative requirements of PFMS and the review of the performance, the contract may be extended subsequently for one year at a time for max. duration of two years	Any extension of the Contract needs to be on mutual agreement of the parties on commercial and pricing	Extension of the Contract will be decided after taking the due approval of Competent Financial Authority on the same Terms and Conditions of the Contract. Bids may kindly be submitted as per the terms & conditions of the Tender Document.

(Signature)

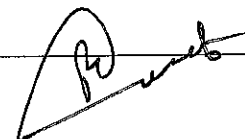
S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
6	Page No. 7. Tender Notice Clause No. III	DCM Data Systems	The Earnest Money Deposit (EMD) of Rs. 65,00,000/- (Rupees Sixty Five Lakh Only) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks in an acceptable form drawn in favour of Pay & Accounts Officer, O/o CGA, New Delhi also has to be submitted with Tender documents to the Sr. Accounts Officer (Major Procurement Section), PFMS upto last date and time of submission of bids without which tender will be returned in original.	EMD amount of Rs. 65 Lakhs is too high. Requesting you to reduce it to Rs. 25 Lakhs which is reasonable.	Earnest Money Deposit (EMD) is calculated as per the Rule 170 of GFR 2017.
7	Page No. 7, Tender Notice, Clause III	SRIT	The Earnest Money Deposit (EMD) of Rs. 65,00,000/- (Rupees Sixty Five Lakh Only) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks in an acceptable form drawn in favour of Pay & Accounts Officer, O/o CGA, New Delhi also has to be submitted with Tender documents to the Sr. Accounts Officer (Major Procurement Section), PFMS upto last date and time of submission of bids without which tender will be returned in original.	Another important factor is that EMD asked for is 2.5% of the estimate for two years, whereas this is an O & M requirement involving financial capability to invest for a maximum duration of 3 months. Hence this amount may be revised as a gross consideration amount, which is sufficient to safeguard the tenderer's interest.	Earnest Money Deposit (EMD) is calculated as per the Rule 170 of GFR 2017.
8	Page No. 8 Clause V	UTITSL	In case of further extension of the beyond the initial period after completing two years a revised Performance Security Deposit 10% will have to be submitted for the contract value within two weeks of communication of decision in this regard to the Company/firm/agency	We understand that a PSD of 10% will have to be submitted, pls clarify..How the rate will be finalized for the resources in case if the contract is extended, do we need to again submit the new rates for the resources for the extended period?	10% value will be calculated on the basis of total value of work in the period of extension. Escalation in the 3rd year in case of extension shall be as per the percentage of increment indicated in the Financial Bid proforma, under chapter 19 of the tender document, at the stage of submitting current bids.



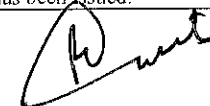
S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
9	Page NO. 8, Tender Notice, Clause V	Wipro	The successful tenderer will have to deposit Performance Security Deposit (PSD) irrespective of status of Company/Firm/Agency - equal to 10% of the value of the contract in the form of Bank Guarantee/Fixed Deposit Receipt (FDR)/ Banker's Cheque/Demand Draft made in the name of the Agency and hypothecated to the PAO, Office of CGA, Ministry of Finance, Maha Lekha Niyantrak Bhawan, E-Block, GPO Complex, INA, New Delhi-110023 covering the entire period of the contract. The Performance Security Deposit should remain valid for a period of 60 Days beyond the stipulated date for completion of the contract. In case, the contract is further extended beyond the initial period, a revised Performance Security Deposit 10% will have to be submitted for the contract value within two weeks of communication of decision in this regard to the Company/firm/agency.	<p>Bidder requests modification: -</p> <p>The successful tenderer will have to deposit Performance Security Deposit (PSD) irrespective of status of Company/Firm/Agency - equal to 10% of the value of the contract in the form of Bank Guarantee/Fixed Deposit Receipt (FDR)/ Banker's Cheque/Demand Draft made in the name of the Agency and hypothecated to the PAO, Office of CGA, Ministry of Finance, Maha Lekha Niyantrak Bhawan, E-Block, GPO Complex, INA, New Delhi-110023 covering the entire period of the contract. The Performance Security Deposit should remain valid for a period of 60 Days beyond the stipulated date for completion of the contract. In case, the contract is further extended beyond the initial period, a revised Performance Security Deposit <u>of 10% of the value of the extension contract</u> will have to be submitted for the contract value within two weeks <u>from of communication of decision in this regard to the Company/firm/agency the date of signing of the extension contract by both the parties on mutually agreed terms & conditions. PSD will be returned to the tenderer successful bidder after deposit of performance security for the extension contract.</u></p>	No Change
10	Page No. 8, Tender Notice, Clause VI	Wipro	VI. The Authority reserves the right to accept / reject the tender at any time or to amend/withdraw any of the terms and conditions contained in the Tender Document, without assigning any reason, thereof.	<p>Bidder requests modification: -</p> <p>VI. The Authority reserves the right to accept / reject the tender at any time or to amend/withdraw any of the terms and conditions contained in the Tender Document <u>fill the last date of submission of the bid</u>, without assigning any reason, thereof.</p>	Any amendment to the terms and conditions of the Tender will be made prior to the last date of submission of bid.
11	Page No. 8, Tender Notice, Clause VII	Wipro	Conditional bids shall not be considered and will be out rightly rejected.	<p>Bidder requests modification: -</p> <p>Conditional bids shall not be considered and will be out rightly rejected.</p>	No Change



S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
12	4. REQUIREMENT / Page no. 10	Silver Touch	JOB PROFILE OF TECHNICAL PROFESSIONALS : Category - A, B & C	We would request you to allow participation for any one or all three category (A or B or C).	The Bidder have to participate in all the three categories during bidding. The evaluation will be done separately for each category.
13	Page No. 11, Requirement, Clause No. 4	Wipro	However, 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 weightage for technical competence and commercial bid will be 70% and 30% respectively.	Bidder requests modification: - However, the actual requirements of manpower may increase or decrease depending upon the requirement of the PFMS <u>and mutual agreement of both parties</u> . Additional manpower requirement will have to be provided by the same tenderer on the same terms and conditions <u>mutually agreeable to both parties</u> . The weightage for technical competence and commercial bid will be 70% and 30% respectively.	No Change
14	Page no. 11, Manpower quantity	3i Infotech	As per the rfp Man Power may decrease or increase	Kindly specify the percentage of increase and decrease. It should not be more than of 10 to 15% either increase or decrease	The percentage of change in the requirement of IT professionals will be as per the administrative requirement of PFMS. Generally, The variation in no. of IT Professionals shall not more than plus/minus 15% of the number of IT Professionals as per the existing provisions in the Manual for Procurement of Consultancy and Other Services, 2017.
15	Page no. 15, Resources deployment	3i Infotech	Within 15 days of LOI resources has to be placed	Request you kindly keep 45 days time to deploy the resources	Request for the change in the time limit has been considered and the time limit has been increased to 21 days from the date of receipt of work order or 30 days from the date of issue of work order. Necessary Corrigendum has been issued
16	Skill Set/Qualification/Experience , category A- page 19	TCS	X Team Lead : Preferred Professional Qualification/Certification	Based on current Architecture and environment of PFMS, Following certifications should be also added Microsoft .Net, SQL Server , Biztalk etc	Request for addition of the preferred Professional Qualification/Certification has been considered. Necessary Corrigendum has been issued.
17	Skill Set/Qualification/Experience , category A- page 20	TCS	XI Sr. Software Developer : Experience – Total of 7+ Years of experience in Software development	Experience for Sr Software developer is too high and it should be reduced to 5+ which is the practice in the IT Industry.	No Change
18	Skill Set/Qualification/Experience , category A- page 22	TCS	XIV - Quality Assurance Team Members : Experience – Total of 7+ Years of experience in Software development	Experience for Quality Assurance Team Members is too high and it should be reduced to 5+ which is the practice in the IT Industry.	No Change
19	Skill Set/Qualification/Experience , category B - page 23	TCS	I – Tester : Experience – Total of 5+ Years of working experience on software testing	Experience for Testing Team Members is too high and it should be reduced to 3+ which is the practice in the IT Industry.	No Change
20	Skill Set/Qualification/Experience , category B - page 24	TCS	II – Software Developer : Experience – Total of 5+ Years of experience in software development	Experience for Software Developer is too high and it should be reduced to 3+ which is the practice in the IT Industry	No Change



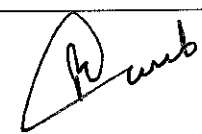
S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
21	Page No. 28, Chapter 6, Clause III	UTITSL	If agency fails to deploy the required manpower against the initial requirement within 10 days from the date of receipt of the work order or within 15 days from the date of issue of work order whichever is earlier, the EMD shall stand forfeited without giving any further notice	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 45 days atleast. And EMD forfeiting clause must be removed	The deployment shall be done together or in phases as per the functional requirement of PFMS. Request for the change in the time limit has been considered and the time limit has been increased to 21 days from the date of receipt of work order or 30 days from the date of issue of work order. Necessary Corrigendum has been issued. EMD forfeiting clause is as per the extant rules in GFR. Bids may kindly be submitted as per the terms and conditions of the Tender Document.
22	Page No. 28, Chapter 6, Clause viii	Artech	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 two 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 21 days from the date of receipt of work order or 30 days from the date of issue of work order. Necessary Corrigendum has been issued. The resources currently working in the PFMS are deployed through NICS1.
23	Page No. 28, Chapter 6, Clause VIII	CIPL	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 / Firms / Agency. This shall continue for two 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 by services, sub-standard quality of manpower deployed, breadth of contract, reduction or cessation of the requirement, or for any other administrative reasons etc.	We request for amendment as "The contract shall commence within 40 days of date of receipt of acceptance of the work order or within 45 days from the date of issue of work order whichever is earlier, by the Company / Firms / Agency. This shall continue for two 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 by services, sub-standard quality of manpower deployed, breadth of contract, reduction or cessation of the requirement, or for any other administrative reasons etc.	Request for the change in the time limit has been considered and the time limit has been increased to 21 days from the date of receipt of work order or 30 days from the date of issue of work order. Necessary Corrigendum has been issued.
24	Page No 28 of 106- Clause no III & VIII	Coromandel	Commence of contract within 15 days of award of contract	Requesting to change as within 30 days from date of award of contract.	Request for the change in the time limit has been considered and the time limit has been increased to 21 days from the date of receipt of work order or 30 days from the date of issue of work order. Necessary Corrigendum has been issued.



S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
25	Page No. 28, Chapter 6, Clause III	Wipro	The successful tenderer shall have to deposit the Performance Security irrespective of status of Company/Firm/Agency equal to 10% of contract value in the form of Demand Draft/Bank Guarantee favoring Pay and Accounts Officer, 0/0 CGA, Ministry of Finance, Maha Lekha Niyantrak Bhawan, E-Block, GPO Complex, INA, New Delhi 110023 to the Sr. Accounts officer (Major Procurement Section), Public Financial Management System, 3rd Floor, Shivaji Stadium Annexe Building, Shaheed Bhagat Singh Marg, New Delhi. Performance Security must remain valid for a period of 60 days beyond the date of completion of all contractual / obligations by the supplier including warranty obligations. In case, the contract is further extended beyond the initial period, a revised Performance Security Deposit 10% will have to be submitted for the contract value within two weeks of communication of decision in this regard to the Company/firm/agency. Original EMD will be returned to the tenderer after deposit of performance security. No interest will be payable on this accounts. Further, if agency fails to deploy the required manpower against the initial requirement within 10 days from the date of receipt of the work order or within 15 days from the date of issue of work order whichever is earlier, the EMD shall stand forfeited without giving any further notice.	<p>Bidder requests modification: -</p> <p>The successful tenderer shall have to deposit the Performance Security irrespective of status of Company/Firm/Agency equal to 10% of contract value in the form of Demand Draft/Bank Guarantee favoring Pay and Accounts Officer, 0/0 CGA, Ministry of Finance, Maha Lekha Niyantrak Bhawan, E-Block, GPO Complex, INA, New Delhi 110023 to the Sr. Accounts officer (Major Procurement Section), Public Financial Management System, 3rd Floor, Shivaji Stadium Annexe Building, Shaheed Bhagat Singh Marg, New Delhi. Performance Security must remain valid till the expiry of the term of the contract or till for a period of 60 days beyond the date of completion of all contractual / obligations by the supplier, <u>whichever is earlier, including warranty obligations</u>. In case, the contract is further extended beyond the initial period, a revised Performance Security Deposit <u>of 10% of the value of the extension contract</u> will have to be submitted for the contract value within two weeks from of communication of decision in this regard to the Company/firm/agency <u>the date of signing of the extension contract by both the parties on mutually agreed terms & conditions</u>. Original EMD <u>PSD</u> will be returned to the tenderer <u>successful bidder</u> after deposit of performance security <u>for the extension contract</u>. No interest will be payable on this accounts. Further, if agency fails to deploy the required manpower against the initial requirement within 10 days from the date of receipt of the work order or within 15 days from issue of work order whichever is earlier, the EMD shall stand forfeited without giving any further notice.</p>	No Change

S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
26	Page No. 28, Chapter 6, Clause V	Wipro	V. The PFMS shall have the right to inspect original documents of resources being deployed and/or to test the qualification and skills/competence of deployed resources to judge their conformity to the contract specification at no extra cost.	Please delete the clause	No Change
27	Page No. 28, Chapter 6, Clause VII	Wipro	Conditional bids shall not be considered and will be rejected in the first instance.	Bidder requests modification: - Conditional bids shall not be considered and will be rejected in the first instance.	No Change
28	Page No. 28, Chapter 6, Clause VIII	Wipro	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 two 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.	Bidder requests modification: - 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 two 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. Provided a cure period of at least thirty (30) days shall be given to the successful bidder to remedy the breach and only if the bidder is unable to cure the breach within the time period shall the Competent Authority have the right to terminate the contract by serving a notice of termination of at least thirty (30) days. It also stands clarified that in case of termination of the contract, the successful bidder shall be paid for all the goods delivered and services rendered up to the effective date of termination.	Request for the change in the time limit has been considered and the time limit has been increased to 21 days from the date of receipt of work order or 30 days from the date of issue of work order. Necessary Corrigendum has been issued. Bids may kindly be submitted as per the terms and conditions of the Tender Document.

S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
29	Page No. 28, Chapter 6	Wipro	The requirement of manpower may increase or decrease during the period of contract. In case of changes in the requirement, the same shall be informed to the vendor. The tenderer shall provide a substitute well in advance if there is any probability of the	Bidder requesting that appropriate timeline(approx. 8 weeks) needs to be given to the vendor if there is any increase or decrease of manpower	The percentage of change, if any, will be intimated 30 days in advance to the vendor after taking the due approval of the Competent Financial Authority.
30	Section 6- GENERAL TERMS AND CONDITIONS OF CONTRACT , Page 28	TCS	III - Further. If agency fails to deploy the required manpower against the initial requirement within 10 days from the date of receipt of the work order or within 15 days from the date of issue of work order whichever is earlier, the EMD shall stand forfeited without giving any further notice.	15 days and 10 days period is too short to deploy all the 120 associates and we suggest that CGA should provide achievable staggered and phase wise plan, starting 15 days to 45 days for deployment	Request for the change in the time limit has been considered and the time limit has been increased to 21 days from the date of receipt of work order or 30 days from the date of issue of work order. Necessary Corrigendum has been issued.
31	Section 6- GENERAL TERMS AND CONDITIONS OF CONTRACT , Page 29	TCS	XII. The requirement of manpower may increase or decrease during the period of contract. In case of changes in the requirement, the same shall be informed to the vendor	Any change confirmation should be officially communicated to the vendor atleast one month in advance	The percentage of change, if any, will be intimated 30 days in advance to the vendor after taking the due approval of the Competent Financial Authority.
32	Page No 29 of 106- Clause 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 retained.
33	Page No. 29, Chapter 6, Clause VIII	CIPL	The quality of work and performance will be monitored by PFMS for all persons assigned to PFMS by vendor. The contractor will submit performance report alongwith month bill. PFMS has right to report its assessment and agency will take corrective measures wherever required	We request for amendment that Consortium should not allowed and all employee should be on L1 bidder payment.	Request to the removal of clauses related to consortium in the Tender Document has been considered. Necessary Corrigendum has been issued.
34	Page No. 29, Chapter 6, Clause X	UTITSL	In case the firm 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 by 45 days atleast without penalty.	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 retained.



S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
35	Page No. 29, Chapter 6, Clause X	DCM Data Systems	"Incase the company is asked to provide a substitute and it fails to do so within 3 days, then a penalty equal to 10% of the daily remuneration of the worker will be imposed on the agency."	How do you define Substitute here, does it mean if the worker leaves the organization or does it mean the worker has taken a short term leave because of his/her personal reason.	Vendor has to provide the substitute if the resource is on leave for a period of 15 days or more.
36	Page No. 29, Chapter 6, Clause IX	Wipro	IX. The contract will initially be for a period of two 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.	Bidder requests modification: - IX. The contract will initially be for a period of two 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 <u>on terms and conditions mutually agreeable to both parties.</u>	Extension of the Contract will be decided after taking the due approval of Competent Financial Authority on the same Terms and Conditions of the Contract. Bids may kindly be submitted as per the terms & conditions of the Tender Document.
37	Page No. 29, Chapter 6, Clause X	Wipro	IX. 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 agency, besides deduction of daily remuneration of the said IT professional.	IX. In case, the Company/Firm/ Agency is asked to provide a substitute and it fails do so within 3 (three) <u>30 (thirty) days</u> , then a penalty equal to 10% of the daily remuneration of the worker will be imposed on the agency, besides <u>PFMS may deduction of deduct the daily remuneration of the said IT professional for the period of delay beyond the abovementioned period of 30 (thirty) days.</u>	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 retained. Bids may kindly be submitted as per the terms and conditions of the Tender Document.
38	Page No. 29, Chapter 6, Clause XII	Wipro	The requirement of manpower may increase or decrease during the period of contract. In case of changes in the requirement, the same shall be informed to the vendor. The tenderer shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the tenderer.	Bidder requests modification: - The requirement of manpower may increase or decrease during the period of contract <u>on terms and conditions mutually agreeable to both parties.</u> In case of changes in the requirement, the same shall be informed to the vendor. <i>The tenderer shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the tenderer.</i>	The percentage of change in the requirement of IT professionals will be as per the administrative requirement of PFMS. Generally, The variation in no. of IT Professionals shall not more than plus/minus 15% of the number of IT Professionals as per the existng provisions in the Manual for Procurement of Consultancy and Other Services, 2017.

S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
39	Page No. 29, Chapter 6, Clause 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.
40	Page No. 29, Chapter 6, Clause XIV	Wipro	The quality of work and performance will be monitored by PFMS for all persons assigned to PFMS by the vendor. The contractor will submit performance report along with monthly bill. PFMS has right to report its assessment and the agency will take corrective measures wherever required.	Bidder requests modification: - The quality of work and performance will be monitored by PFMS for all persons assigned to PFMS by the vendor. The contractor will submit performance report along with monthly bill. PFMS has right to report its assessment and the agency will take corrective measures wherever required.	No Change
41	Page No. 29, Chapter 6, Clause XV	Wipro	Resources assigned to PFMS will ordinarily work during the office hours notified by the Government. However, to attend to exigencies of work, assigned resources may be required to attend office beyond notified hours without any additional charges.	Bidder requests modification: - Resources assigned to PFMS will ordinarily work during the office hours notified by the Government. However, to attend to exigencies of work, assigned resources may be required to attend office beyond notified hours <u>at a mutually agreed</u> without any additional charges.	No Change
42	Page No. 29, Chapter 6, Clause XVII	Wipro	XVII. The tenderer will be bound by the details furnished to the PFMS while submitting the tender or at subsequent stage. In case, any of such documents furnished is found to be false at any stage, it would be deemed to be a breach of terms of Contract, making it liable for legal action besides termination of contract and forfeiture of Performance Security.	Bidder requests modification: - XVII. The tenderer will be bound by the details furnished to the PFMS while submitting the tender or at subsequent stage. In case, any of such documents furnished is found to be <u>forged</u> false at any stage, it would be deemed to be a breach of terms of Contract, making it liable for legal action besides termination of contract and forfeiture of Performance Security.	No Change
43	Page No. 29, Chapter 6, Clause XVIII	Wipro	XVIII. Authority reserves right to terminate the contract during the period of contract after giving a month notice to the agency.	Bidder requests modification: - XVIII. Authority <u>Either party</u> reserves right to terminate the contract during the period of contract after giving a <u>three (3) months</u> notice to <u>the other party</u> agency.	No Change

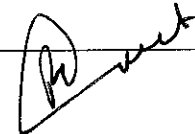
S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
44	Page No. 29, Chapter 6, Clause XXI	Wipro	Agency shall sign the Contract agreement as per ANNEXURE-"C" and Data Security Certificate as per ANNEXURE-"D" after finalization of the tender process but before the issue of work order/Letter of Intent.	Bidder requests modification: - Agency shall sign the Contract agreement <u>on mutually agreed terms and conditions</u> as per ANNEXURE-"C" and <u>the mutually agreed format of the</u> Data Security Certificate as per ANNEXURE-"D" after finalization of the tender process but before the issue of work order/Letter of Intent.	PFMS requested the bidders to give comments/suggestions to the draft contract given in Annexure - "C" vide Form Tech 5. At the time of the signing of the Contract with the successful Bidder, the suggestions given thereof will be considered after taking the due approval of Competent Financial Authority. Bids may kindly be submitted as per the terms and conditions of the Tender Document.
45	Page No. 29, Chapter 6, Clause X	Wipro	In case the company/firm/agency is asked to provide substitute and it fail to do in 3 days, then penalty equal to 10% daily remuneration will be imposed on the agency.	Penalty percentage is very high requesting it to relook this clause.	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 retained.
46	Section 6.- GENERAL TERMS AND CONDITIONS OF CONTRACT, page 29	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 agency. besides deduction of daily remuneration of the said IT professional,	Minimum 1 month notice period is required.	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.
47	6 General T&C of the Contract Page 29	TCS	XII : The manpower requirement may increase / decrease	Please quantify the rate of variation with the upper and lower limit	The percentage of change in the requirement of IT professionals will be as per the administrative requirement of PFMS. Generally, The variation in no. of IT Professionals shall not more than plus/minus 15% of the number of IT Professionals as per the existing provisions in the Manual for Procurement of Consultancy and Other Services, 2017.
48	6. General Terms and Conditions of the contract Page 29	TCS	6(x): 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 the daily remuneration of the said IT professional.	In some cases it would be difficult to provide substitute within 3 days. Thus it is requested to modify this period to 15 business 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. The penalty of 10% of the daily remuneration is retained.
49	6. General Terms and Conditions of the contract Page 29	TCS	6(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 agency. Besides deduction of daily remuneration of the said IT professional.	Penalty is high and needs to be reduced.	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 retained.



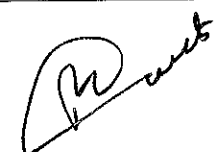
S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
50	6. General Terms and Conditions of the contract Page 29	TCS	6(xi): The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or subcontract its rights and 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.	Consent herein shall not be unreasonably delayed or withheld.	Under ordinary circumstance all effort shall be made to examine merits of the case expeditiously and convey suitable decision.
51	6. General Terms and Conditions of the contract Page 29	TCS	6(XVIII) : Authority reserves right to terminate the contract during the period of contract after giving a month notice to the agency.	Termination notice period needs to be at least 180 days.	No Change
52	6. General Terms and Conditions of the contract Page 30	TCS	6(xxiii): Any breach of trust by the person engaged by the contractor will lead to immediate cessation of service of person and any loss caused to project will be recovered from vendor.	All the direct/indirect liabilities shall be limited as per limitation of liability clause.	The direct/indirect liabilities, if any, shall be limited be as per the conditions of the Contract/Agreement which will be signed with the successful bidder.
53	Page No. 30, Chapter 6, Clause xxvii	Artech	The agency shall raise the bill, in triplicate, along with attendance sheet performance report and submit the same to the Sr. Accounts Officer (Major Procurement Section), Public Financial Management System, 3rd Floor, Shivaji Stadium Annexe Building, Shaheed Bhagat Singh Marg, New Delhi- 110001 in the first week of the succeeding month. The bills for payment shall be raised after making payment of salaries to the manpower employed for the preceding month. The payment of salary shall be made on the 1st working day of the succeeding month and the bill raised by the agency shall be supported by evidence of bank account transfer of salaries of persons assigned to project.	To enable the same the vendor will have to get the time sheet approval, minimum by the 25th of the month, if note earlier. Can the same be committed?	No, it cannot be committed. The attendance sheet can only be ensured by last working day of each month.

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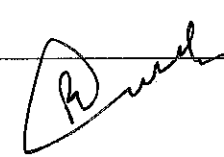
S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
54	Page No. 30, Chapter 7, Clause ii	Artech	PFMS, 0 /o Controller General of Accounts is a Central Government Office and has five days working (i.e. Monday to Friday) in a week from 9.00 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.	Working hours on Saturday/Sunday and on Gazzetted Holidays shall be as per the operational requirement of PFMS. Leave policy for the deployed manpower shall be as per the company policy.
55	Page No. 30, Chapter 7, Clause iii, v	Artech	Attested character certificate for verifying antecedents of the deployed resource. Vendor will also carryout background check of all persons assigned to PFMS.	Please specify the nature of background verifications to be performed for the resources -- will it be limited to the educational qualifications been submitted, only?	Vendor will have to conduct background verification along with the educational qualification to establish that the deployed resources are law abiding and have not indulged in any unlawful practices. Vendor has to submit a HR Certificate in this regard.
56	Page No. 30, Chapter 6, Clause 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 deployed 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?	The clause has been amended as "The Company/Firm/Agency shall raise the bill, in triplicate, along with attendance sheet performance report and submit the same to the Sr. Accounts Officer (Administration), Public Financial Management System, 3rd Floor, Shivaji Stadium Annexe Building, Shaheed Bhagat Singh Marg, New Delhi-110001 in the first week of the succeeding month. The bills for payment shall be raised after making payment of salaries to the manpower employed for the preceeding month. Company/Firm/Agency has to submit the certificate stating that they have paid the salaries to the deployed resources. Necessary Corrigendum has been issued. The payment to the Company/Firm/Agency will be made as per the payment terms and conditions of the Contract.
57	Page No. 30, Chapter 6, Clause XXII	DCM Data Systems	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.	As per labour law, minimum number of leaves should be provided to employees. So request you to allow leaves of employees as per labour law.	It is the duty of the Company to provide the minimum number of leaves as per the extant laws. Under this Tender, leave policy for the deployed manpower shall be as per the Company Policy.



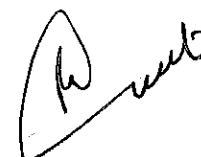
S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
58	Page No. 30, Chapter 6, Clause XXII	Wipro	XXII. The period of training, leave, sick leave etc. leading to absence from duty of assigned person will not be paid by PFMS and bill payment will be submitted accordingly.	Please delete the clause	It is the duty of the Company to provide the minimum number of leaves as per the extant laws. Under this Tender, leave policy for the deployed manpower shall be as per the Company Policy.
59	Page No. 30, Chapter 6, Clause XXIII	Wipro	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.	Bidder requests modification: - XXIII. Any <u>involvement in a fraudulent or corrupt act</u> breach of trust by the person engaged by contractor will lead to immediate cessation of service of person and any loss caused to project will be recovered from vendor.	No Change
60	Page No. 30, Chapter 6, Clause XXIV	Wipro	XXIV. The PFMS assets will be protected against copy rights & IP rights will be protected by the bidders at all time.	Bidder requests modification: - XXIV. The PFMS assets will be protected against copy rights & IP rights will be protected by the bidders at all time.	No Change
61	Page No. 30, Chapter 6, Clause XXVII	DCM Data Systems	The Company/Firm/Agency shall raise the bill, in triplicate, along with attendance sheet performance report and submit the same to the Sr. Accounts Officer (Major Procurement Section), Public Financial Management System, 3rd Floor, Shivaji Stadium Annexe Building, Shaheed Bhagat Singh Marg, New Delhi-110001 in the first week of the succeeding month. The bills for payment shall be raised after making payment of salaries to the manpower employed for the preceding month. The payment of salary shall be made on the 1st working day of the succeeding month and the bill raised by the agency shall be supported by evidence of bank account transfer of salaries of persons assigned to project.	You have asked the salary shall be made on 1st working day of the succeeding month, request you to consider that the salary should be made on 1st week of the month instead of 1st day of the month.	The clause has been amended as "The Company/Firm/Agency shall raise the bill, in triplicate, along with attendance sheet performance report and submit the same to the Sr. Accounts Officer (Administration), Public Financial Management System, 3rd Floor, Shivaji Stadium Annexe Building, Shaheed Bhagat Singh Marg, New Delhi-110001 in the first week of the succeeding month. The bills for payment shall be raised after making payment of salaries to the manpower employed for the preceding month. Company/Firm/Agency has to submit the certificate stating that they have paid the salaries to the deployed resources. Necessary Corrigendum has been issued.
62	Page No. 30, Chapter 7, Clause III (e)	Wipro	Vendor will provide the Background check of all the personel deployed at PFMS	Bidder will share the BGV report with the customer as per the HR Policy. Pls. clarify if there is any specific ask rlated with BGV check.	Vendor will have to conduct background verification along with the educational qualification to establish that the deployed resources are law abiding and have not indulged in any unlawful practices. Vendor has to submit a HR Certificate in this regard.



S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
63	Section 6- GENERAL TERMS AND CONDITIONS OF CONTRACT , Page 30	TCS	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 evidence of bank account transfer of salaries of persons assigned to project.	Vendor organization will give undertaking on its letterhead as evidence for Salary payment to the deployed team members along with invoice of the month	The clause has been amended as "The Company/Firm/Agency shall raise the bill, in triplicate, along with attendance sheet performance report and submit the same to the Sr. Accounts Officer (Administration), Public Financial Management System, 3rd Floor, Shivaji Stadium Annexe Building, Shaheed Bhagat Singh Marg, New Delhi-110001 in the first week of the succeeding month. The bills for payment shall be raised after making payment of salaries to the manpower employed for the preceding month. Company/Firm/Agency has to submit the certificate stating that they have paid the salaries to the deployed resources. Necessary Corrigendum has been issued.
64	Section 7- LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED, Page 30	TCS	II. 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.	a. In case the associate is asked to work on holidays He/she is to be compensated by allowing Compensatory off or extra billing by vendor. b. For extended hours i.e. beyond office hours, For all 8.5 hours accumulates, the same member is entitled for a Compensatory off or extra billing by vendor. c. In case of odd working hours, drop at home facility should be provided by CGA as a staff security measure as it may not be possible for the associate to use his daily conveyance mode during off hours	a. & b. PFMS normally works in the notified hours only. In case of exigencies, the resources deployed shall be made to work for odd hours or on holidays for which no additional payment will be done. c. In case of odd working hours, if essential, PFMS will be providing the conveyance to the deployed resources as a staff security measure.
65	Page No. 31, Chapter 7, Clause 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 timeline for replacement of the resources is 07 (Seven) days as mentioned in amended clause viii of chapter 7 in the tender document.
66	Page No. 31, Chapter 7, Clause 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.
67	Page No. 31, Chapter 7, Clause VIII	UTITSL	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 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	Replacing a qualified resource as per the requirement of project within three days will be challenge, So We request you to relax this point and increase the time of replacing/substituting a particular resource to atleast 45 days without penalty.	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.



S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
68	Page No. 31, Chapter 7, Clause viii	Artech	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.	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.
69	Page No. 31, Chapter 7, Clause VIII	Wipro	The selected agency shall immediately provide the substitute in the event of any person leaving the job.	Bidder will ensure that any resource leaving the job will serve the complete Notice period as defined by the bidder and substitute will be deployed before the resource leaving the job. Bidder will request the PFMS to remove the clause of providing the substitute within 3 days.	The time limit for providing a substitute has been revised and revised time limit is 7 (seven) days.
70	Page No. 31, Chapter 7, Clause IX	UTITSL	It will be the responsibility of the vendor to meet transportation, medical and any other requirements in respect of the person deployed by it in the PFMS	pls clarify the term medical, is this mean medical insurance?	As per the terms and conditions of the tender document, PFMS will not be covering medical insurance. The deployed manpower must be covered as per the company's medical policy.
71	Page No. 31, VIII, Penalty	3i Infotech	In case within the 3 days if back up will not provided, it will attract penalty 10% of daily wages	Kindly keep one week time to give the replacement and penalty should be capped to 5%	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 retained.



S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
72	Page No. 31, Chapter 7, Clause IV	Wipro	IV. In case, the person employed by the successful Company/Firm/Agency commits any act / omission/commission that amounts to misconduct/indiscipline/incompetence, the successful Company/Firm/Agency will be liable to take appropriate disciplinary action against such persons, including their removal from the site of work required by the PFMS. V. The tendering Company/Firm/Agency shall replace immediately any of its personnel who are found unacceptable to the PFMS because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from the PFMS	Bidder requests modification: - IV. In case, the person employed by the successful Company/Firm/Agency commits any act / omission/commission that amounts to misconduct/indiscipline/incompetence, the successful Company/Firm/Agency will be liable to take appropriate disciplinary action against such persons, including their <u>seek their</u> removal from the site of work required by the PFMS. V. The tendering Company/Firm/Agency shall replace immediately any of its personnel who are found unacceptable to the PFMS <u>because of their involvement in any corrupt or fraudulent act</u> security risks, incompetence, conflict of interest, improper conduct etc. upon receiving <u>a notice of at least thirty (30) days</u> from the PFMS	IV & V No Change
73	Page No. 31, Chapter 7, Clause VIII	Wipro	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.	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) <u>30 (thirty)</u> days, then a penalty equal to 40% 5% of the daily remuneration of the worker will be imposed on the agency, besides deduction of daily remuneration.	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 retained.
74	7. Liabilities Control Etc of the persons deployed Page 31, Point 6(x),	TCS	7(viii) : 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 the daily remuneration of the said IT professional.	In some cases it would be difficult to provide substitute within 3 days. Thus it is requested to modify this period to 15 business 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.

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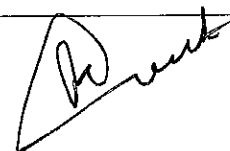
S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
75	Section 7- LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED, page 31	TCS	VI. Vendor shall be required to maintain daily attendance/ leave report in the format as prescribed by PFMS. 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 up to 15 days). The other members of the staff would compensate as extended hours Or on off days. However for long term leaves, Bidder/Vendor will provide for the replacement, bases on the role of the person. Availability for the special roles many be a constraint.	Vendor has to provide the substitute if the resource is on leave for a period of 15 (Fifteen) days or more.
76	8. LEGAL Page 32	TCS	Point II : The tendering agency shall also liable for depositing all taxes, levies, cess etc on account of service rendered by it to the PFMS to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.	Pricing terms needs to be exclusive of taxes. The Employer needs to be responsible for all taxes including any new taxes.	Pricing terms shall be exclusive of all taxes. However, Company/Firm/Agency shall be liable for depositing all taxes, levies, cess etc on account of service rendered by it to the PFMS to the concerned tax collection authorities from time to time.
77	9 Force Majeure Page 32	TCS	Force majeure clause will mean and be limited to the following in the execution of the contract/purchase order placed by PFMS:- "If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to 'events') provided, notice of the happening of any such event is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in	Decision of Joint Controller needs to be subject to dispute resolution mechanism. Further, in case of termination under this clause, the Employer shall be responsible for payment to the selected vendor for the services performed till the effective date of termination.	No Change



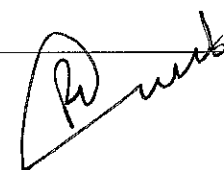
S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
			performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Joint Controller 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".		
78	8. LEGAL Page 32,	TCS	Point 8 (ii): The tendering agency shall also liable for depositing all taxes, levies,cess etc on account of service rendered by it to the PFMS to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.	The tendering agency shall submit the certificate as per the required formation and signed by authorized person of the organization	It is the duty of the tendering agency to deposit all taxes, levies, cess etc on the service rendered by it to the PFMS to the concerned tax collection authorities. Bids may kindly be submitted as per the terms and conditions of the Tender Document.
79	Page No. 32, Chapter 8, Clause I	UTITSL	The Agency has to submit copy of deposit of EPF/ESI with concerned authorities every month as an evidence of payment in the accounts of persons deployed.	We request you to remove this clause. Instead Agencies' authorized person letter for transferring the salary for the said month would be considered by PFMS.	The clause I of Chapter 8 has been amended as "Vendor will be responsible for timely payment to the deployed IT resources and statutory authorities and compliance of all statutory provisions relating to minimum wages/specified contract amount etc. in respect of the persons deployed by it in the PFMS." Necessary Corrigendum has been issued.



S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
80	Page No. 32, Chapter 9	Wipro	"If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to 'events') provided, notice of the happening of any such event is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such nonperformance 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".	Bidder requests modification: - "If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to 'events') provided, notice of the happening of any such event is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such nonperformance 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". <u>In case of such termination, the bidder shall be paid for all</u>	No Change
81	8. LEGAL , page 32	TCS	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.	Vendor organization will give undertaking on its letterhead for Salary and EPF/ESI related information requirement for the deployed team members along with invoice of the month	The clause I of Chapter 8 has been amended as "Vendor will be responsible for timely payment to the deployed IT resources and statutory authorities and compliance of all statutory provisions relating to minimum wages/specified contract amount etc. in respect of the persons deployed by it in the PFMS." Necessary Corrigendum has been issued.

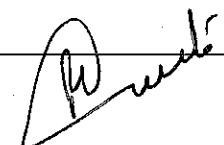


S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
82	Page No. 33, Chapter 8, Clause 1	Wipro	Vendor will be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating 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.	Bidder requests modification: - 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.	The clause 1 of Chapter 8 has been amended as "Vendor will be responsible for timely payment to the deployed IT resources and statutory authorities and compliance of all statutory provisions relating to minimum wages/specified contract amount etc. in respect of the persons deployed by it in the PFMS." Necessary Corrigendum has been issued.
83	Page No. 33, Chapter 10	Wipro	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 Jt. 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 thereunder and any statutory modification or re-enactment, thereof. The arbitration proceeding shall be held in New Delhi, India	Bidder requests modification: - 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 <u>a single</u> the arbitrator as appointed <u>after mutual agreement of both parties</u> by Jt. 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 thereunder and any statutory modification or re-enactment, thereof. The arbitration proceeding shall be held in New Delhi, India.	No Change



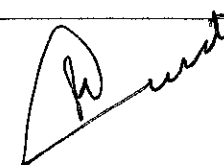
S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
84	Page No. 35, Chapter 12, Clause IV Validity of Bids	Wipro	The Bids should be valid for 120 days from the date of opening of tenders. PFMS reserves the right to accept/reject any or all the tenders in part or full or divide the work among two or more parties and in such case bidders/intending bidders, shall not have any claim on PFMS.	The Bids should be valid for 120 days from the date of <u>last date of submission of bids</u> . opening of tenders . PFMS reserves the right to accept/reject any or all the tenders in part or full or divide the work among two or more parties and in such case bidders/intending bidders, shall not have any claim on PFMS.	The last date of submission of bids and the date for opening of Tender Document is same in case of this Tender.
85	Section 7- LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED, page 35	TCS	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.	Please clarify the requirement w.r.t. coordinator deployment i.e. on call or full time deployment in PFMS	The deployment of the coordinator of the successful bidder can be available "on-call" to PFMS.
86	Page No. 36, Chapter 14	Wipro	The contract for supply of above mentioned manpower initially will be given for two year from the date of order issued by this office for supply of IT manpower after selecting the personnel on the basis of test/ interview. The period of the contract may be further extended provided the requirement of the PFMS for the above manpower persists at that time, or may be curtailed/ terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency or otherwise for administrative reasons. The PFMS, O/O the Controller General of Accounts or the person Authorized by PFMS, however reserves the right to terminate this initial contract at any time after giving one-month notice to the selected Company/Firm/Agency.	Bidder requests modification: - The contract for supply of above mentioned manpower initially will be given for two year from the date of order issued by this office for supply of IT manpower after selecting the personnel on the basis of test/ interview. The period of the contract may be further extended provided the requirement of the PFMS for the above manpower persists at that time <u>on terms and conditions mutually agreeable to both parties</u> . or may be curtailed/ terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency or otherwise for administrative reasons. The PFMS, O/O the Controller General of Accounts or the person Authorized by PFMS, however reserves the right to terminate this initial contract at any time after giving one-month notice to the selected Company/Firm/Agency.	Extension of the Contract will be decided after taking the due approval of Competent Financial Authority on the same Terms and Conditions of the Contract. Bids may kindly be submitted as per the terms & conditions of the Tender Document.

S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
87	Page No. 36, Chapter 14, Clause I	UTITSL	The bidders must be the agencies offering IT professionals of the kind require for at least three prior years with an average annual turnover of at least Rs.8 Crore (Rupees Eight Crore Only) during the last 3 years (2014-15 to 2016-17). Copies of turnover certificate of last three financial years, duly certified by Chartered Accountant shall be submitted with technical bid document. The bidder should be profit making company.	Pls clarify if the bidder can showcase their total turnover from IT/ITes Services meeting this criteria (CA Certificate)	As per the revised clause, the bidder can showcase the average annual Turnover of last three years (2014-15 to 2016-17) from IT/ITes Services in this regard. Turnover from supply of Hardware/IT infrastructure and their associated maintenance services shall not be considered.
88	Page No. 36, Clause 14, 1, Profit making	3i Infotech	Bidder should be profit making	We understand that last financial year should be profitable	Bidder should be profit making Company atleast during the last Financial Year i.e., 2016-17. A certificate from a Chartered Accountant in this regard shall be sufficient.
89	Page No. 36, Chapter 14, Clause II	UTITSL	The Agency/firm which are in the business of software development and/or providing IT manpower are eligible and should have executed similar work in last three years.	Pls clarify what document/information need to be provided for this point.	In case of Completed Projects, a copy of the work order and work completion/satisfaction certificate be provided. In case of On-Going projects, a copy of the work order and a recent satisfactory certificate from the client be provided. No Self-Declaration by the Bidder will be considered.
90	Page No. 36, Chapter 14, Clause I	CIPL	I. The bidders must be the agencies offering IT professionals or the kind require for at least three prior years with an average annual turnover of at least Rs.8 Crore (Rupees Eight Crore Only) during the last 3 years (2013-14 to 2015 -16). Copies of turnover certificate of last three financial years, duly certified by Chartered Accountant shall be submitted with technical bid document The bidder should be profit making company.	Request for for amendment and change :- "The bidder should be profit making company from last three years.	Bidder should be profit making Company atleast during the last Financial Year i.e., 2016-17. A certificate from a Chartered Accountant in this regard shall be sufficient.
91	Page No. 36, Chapter 14, Clause II	CIPL	II. The Company/Firm / Agency which are in the business of software development and / or providing IT manpower are eligible and should have executed similar work in last three years. Agencies providing other type of manpower like Data Entry Operators, HR Staffing companies, providers of placement and security personnel services and nonIT firms are not eligible for this tender.	Request for amendment and change as:- "The Agency/firm which are in the business of software development and/or providing IT manpower are eligible and should have executed similar work / Data Centre Projects / Implementation Software solutions Application Licenses / or IT Infrastructure Projects / including in last three years.	No Change
92	Eligibility Criteria: Page 36 of 106, Point No 14	Coromandel	PFMS reserves the right to terminate this initial contract at any time after giving one month notice to the selected company	Requesting for change in Notice period from one month to 3 months.	No Change



S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
93	Eligibility Criteria: Page 36 of 106, Point No 14	Coromandel	The bidder should preferably be ISO 9001:2008, ISO 27001 certified company	Requesting to consider ISO 27001:2013	The Clause has been amended as " The bidder must be CMMI Level - 3 and above. " Necessary Corrigendum has been issued.
94	Eligibility Criteria: Page 36 of 106, Point No 14	Coromandel	The contract for supply of IT Manpower after selecting the personnel on the basis of Test/Interview	i) Specify the interview location ? ii) What would be the interview and selection process ?	i. The interview location will be in the premises of PFMS, New Delhi for all the resources. ii. The interview will be conducted based on the resumes submitted by the Successful Bidder to ascertain the fitness of resource deployed of the project.
95	Page No. 36, Chapter 14, Clause I	Wipro	Bidder must have supported the services of IT professionals to at least 3 software projects of value of 8 cr and above per year Copies of orders/contracts and completion certificate from the client	Request for kind consideration, instead of WO / Contact Competition certificate, Company Secretary Letter/Authorised Signatory Letter to be accepted as a proof of eligibility.	In case of Completed Projects, a copy of the work order and work completion certificate be provided. In case of On-Going projects, a copy of the work order and a recent satisfactory certificate from the client be provided. No Self-Declaration by the Bidder will be considered.
96	Page No. 37, Chapter 15, Clause I - vi	UTITSL	General Query	We request you to provide a chance to bidder or participating companies in case of any deficiencies in the proposal.	Evaluation of the tender will be done by the Tender Evaluation Committee as per the terms and conditions of the tender document. Decision taken by the competent authority shall be final.
97	Page No. 37, Chapter 14, Clause VI	Wipro	An undertaking (self-certificate) that the bidder hasn't been blacklisted by a Central / State Government/ institution and there has been no litigation with any government department on account of similar services shall be submitted. Any dispute/Incomplete Projects (failed) details be submitted with reasons thereof.	Bidder requests modification: - An undertaking (self-certificate) that the bidder hasn't been blacklisted by a Central / State Government/ institution <u>since the last three (3) years</u> and there has been no litigation with any government department on account of similar services <u>which shall materially affect the bidder's ability to perform obligations as per the RFP</u> shall be submitted. Any- dispute/Incomplete Projects (failed) details be submitted with reasons thereof.	No Change
98	14 Eligibility criteria/Technical requirement for the bidder for —Technical Bidl Page 37	TCS	Clause V: The bidder should be registered with the Employees Provident Fund Organization (EPFO) and Employees State Insurance Corporation (ESIC) on the date of bid submission.	Registration with ESIC may not be applicable.	The Query is not relevant as there is no provision of ESIC in the requested Clause of Chapter 14 in the Tender Document.
99	14 Eligibility criteria/Technical requirement for the bidder for —Technical Bidl Page 37	TCS	Clause VI: An undertaking (self-certificate) that the bidder hasn't been blacklisted by a Central / State Government/ institution and there has been no litigation with any government department on account of similar services shall be submitted. Any dispute/Incomplete Projects (failed) details be submitted with reasons thereof.	Litigation certificate will confirm that to the best of bidder's knowledge there are no litigation with any Govt. Dept. which may adversely affect bidder's performance of obligations under the engagement resulting from this RFP.	No Change

S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
100	Page No. 40, Data Sheet, Clause 11, Form Tech 4	UTITSL	Curriculum vitae of IT Professionals to be placed on hire with the project Cell PFMS	Pls clarify, how many CVs for each positions need to be submitted along with the proposal. Also, pls clarify if the similar resources can be deployed at the time of execution of the project? As a part of technical proposal; all these CVs need to be signed by the candidate also?	1. The Bidder has to be compulsorily submit 120 CV's as per the break up given in the Tender Notice. 2. All CV's must bear the photograph and Signature of manpower proposed to be deployed. 3. Manpower deployed should be atleast 70 % of the each category resumes provided in the Technical Bid by the Bidder.
101	Data sheet – Page no 40 of 106, Form tech 4	Coromandel	Curriculum Vitae of IT Professional to be placed on hire with Project cell (PFMS)	In IT industry there is a global movement of resources and it may not be feasible to keep the resources for 120 days. Hence, Sample CVs can be provided and at the time of execution of the project resources with same or better skills will be made available. And also not feasible to submit Degree certificate and other documents pertaining to Resources. Hence, Sample CVs alone can be provided	The Bidder has to be compulsorily submit 120 CV's as per the break up given in the Tender Notice. Manpower deployed should be atleast 70% of the each category resumes provided in the Technical Bid by the Bidder.
102	Page No. 40, Chapter 15, Clause 10	Wipro	The 120 IT Professionals are required initially for a period of two years. PFMS may however order variation to the duration of the assignment of an individual IT Professional and may require different start date for the assignment of different IT Professionals. The initial contract duration shall be two years which shall be extendable based on the requirements of PFMS.	Bidder requests modification: - The 120 IT Professionals are required initially for a period of two years. PFMS may however order variation to the duration of the assignment of an individual IT Professional and may require different start date for the assignment of different IT Professionals <u>on terms and conditions mutually agreeable to both parties</u> . The initial contract duration shall be two years which shall be extendable based on the requirements of PFMS <u>on terms and conditions mutually agreeable to both parties</u>	Extension of the Contract will be decided after taking the due approval of Competent Financial Authority on the same Terms and Conditions of the Contract. Bids may kindly be submitted as per the terms & conditions of the Tender Document.
103	Page No. 40, Chapter 15, Clause 11	Wipro	As per RFP	We would like to request that any organization is not keeping bench available to be deployed in anticipation of an upcoming project. Hence request you to allow for submitting sample/indicative profiles, and the persons having equivalent / more skills shall be deployed.	The Bidder has to be compulsorily submit 120 CV's as per the break up given in the Tender Notice. Manpower deployed should be atleast 70% of each category resumes provided in the Technical Bid by the Bidder.



S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
104	Page No. 41, Data Sheet, Clause 16.1.1	Dev IT	Points for financial stability: - Average Turnover during last 3 years as per Tender Documents. Evaluation criteria i.e. "Score of Turnover" Above Rs. 500 Cr 10 points Above Rs. 100 Cr to 500 Cr 8 points Above Rs. 20 Cr to Rs. 100 cr 6 points Above Rs. 10cr to Rs. 20 cr 4 points Above Rs. 8cr to Rs. 10cr 2 points	Minimum turnover for eligibility is 8 Cr average turnover for last three years, which suggests highest score on same parameter may be considered upto 50 Cr, instead of 500 Cr. Because it is not a fair comparison between 8 Cr. company and 500 Cr. company. Also the key business interest areas have drastic differences.	Request for Change in Evaluation Criteria has been considered and the necessary Corrigendum has been issued. Points for financial stability: - Average Turnover during last 3 years as per Tender Documents. Evaluation criteria i.e. "Score of Turnover" Above Rs. 500 Cr 10 points Above Rs. 300 Cr upto Rs. 500 Cr 9 points Above Rs. 240 Cr upto Rs. 300 Cr 8 points Above Rs. 180 Cr upto Rs. 240 Cr 7 points Above Rs. 130 Cr upto Rs. 180 Cr 6 points Above Rs. 80 Cr upto Rs. 130 Cr 5 points Above Rs. 30 Cr upto Rs. 80 Cr 4 points Above Rs. 08 Cr upto Rs. 30 Cr 3 points For Rs. 08 Crores 2 Points
105	Page No. 41, Data Sheet, Clause 16.1.1	Dev IT	Age- No. of years of experience (As per tender documents i.e. "Score of years' experience") Above 25 years 10 points Above 20 years upto 25 years 8 points Above 10 years upto 20 years 6 points Above 5 years upto 10 years 4 points Above 3 years upto 5 years 2 points	Minimum years of experience required in RFP is 3 years, which suggests highest score on same parameter may be considered upto 10 years, instead of 25 years. Because 25 years of existence neither guarantees good health of the company nor counts for any project benefits with respect to maturity.	Request for Change in the Evaluation Criteria has been considered and the necessary Corrigendum has been issued. The amended Evaluation Criteria as Age- No. of years of experience (As per tender documents i.e. "Score of years' experience") Above 15 years 10 points Above 12 years upto 15 years 8 points Above 09 years upto 12 years 6 points Above 06 years upto 09 years 4 points Above 03 years upto 06 years 2 points
106	Page No. 41, Data Sheet, Clause 16.1.1	Digiweb IT Solutions	Age- No. of years of experience (As per tender documents i.e. "Score of years' experience") Above 25 years 10 points Above 20 years upto 25 years 8 points Above 10 years upto 20 years 6 points Above 5 years upto 10 years 4 points Above 3 years upto 5 years 2 points	QCBS criteria for score w.r.t experience required may be revisited to ensure desired level of competency, rather than awarding high score to 25 years old company, which is not relevant to the competency level of recent times.	Request for Change in the Evaluation Criteria has been considered and the necessary Corrigendum has been issued. The amended Evaluation Criteria as Age- No. of years of experience (As per tender documents i.e. "Score of years' experience") Above 15 years 10 points Above 12 years upto 15 years 8 points Above 09 years upto 12 years 6 points Above 06 years upto 09 years 4 points Above 03 years upto 06 years 2 points

S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
107	Page No. 41, Data Sheet, Clause 16.1.1	Digiweb IT Solutions	Points for financial stability: - Average Turnover during last 3 years as per Tender Documents. Evaluation criteria i.e. "Score of Turnover" Above Rs. 500 Cr 10 points Above Rs. 100 Cr to 500 Cr 8 points Above Rs. 20 Cr to Rs. 100 cr 6 points Above Rs. 10cr to Rs. 20 cr 4 points Above Rs. 8cr to Rs. 10cr 2 points	QCBS criteria for score w.r.t. turnover may be revisited to ensure fair competition among prospective bidders, because 8 Cr. company can hardly be compared with upto 20 Cr. company and not more than that.	Request for Change in Evaluation Criteria has been considered and the necessary Corrigendum has been issued. Points for financial stability: - Average Turnover during last 3 years as per Tender Documents. Evaluation criteria i.e. "Score of Turnover" Above Rs. 500 Cr 10 points Above Rs. 300 Cr upto Rs. 500 Cr 9 points Above Rs. 240 Cr upto Rs. 300 Cr 8 points Above Rs. 180 Cr upto Rs. 240 Cr 7 points Above Rs. 130 Cr upto Rs. 180 Cr 6 points Above Rs. 80 Cr upto Rs. 130 Cr 5 points Above Rs. 30 Cr upto Rs. 80 Cr 4 points Above Rs. 08 Cr upto Rs. 30 Cr 3 points For Rs. 08 Crores 2 Points
108	Page No. 41, Data Sheet, Clause 16.1.1	Nippon Data Systems Ltd	Points for financial stability: - Average Turnover during last 3 years as per Tender Documents. Evaluation criteria i.e. "Score of Turnover" Above Rs. 500 Cr 10 points Above Rs. 100 Cr to 500 Cr 8 points Above Rs. 20 Cr to Rs. 100 cr 6 points Above Rs. 10cr to Rs. 20 cr 4 points Above Rs. 8cr to Rs. 10cr 2 points	As an MSME company we request you to please make the change in the points allocation related to points to be given under "Financial Stability". We feel the above point condition puts Indian Software companies at disadvantage. With the government promoting make in India and MSME sector, the above terms should be kept, keeping in view the size of the order. As it is already mentioned that the bidding company should have minimum 8 Cr turnover in the qualification criteria, we feel the maximum slab above should be decided keeping in view the same (may be 15Cr maximum). Otherwise large companies will take the advantage of the same and will then take the order and the government will unnecessarily end-up buying at higher prices.	Request for Change in Evaluation Criteria has been considered and the necessary Corrigendum has been issued. Points for financial stability: - Average Turnover during last 3 years as per Tender Documents. Evaluation criteria i.e. "Score of Turnover" Above Rs. 500 Cr 10 points Above Rs. 300 Cr upto Rs. 500 Cr 9 points Above Rs. 240 Cr upto Rs. 300 Cr 8 points Above Rs. 180 Cr upto Rs. 240 Cr 7 points Above Rs. 130 Cr upto Rs. 180 Cr 6 points Above Rs. 80 Cr upto Rs. 130 Cr 5 points Above Rs. 30 Cr upto Rs. 80 Cr 4 points Above Rs. 08 Cr upto Rs. 30 Cr 3 points For Rs. 08 Crores 2 Points
109	16 Evaluation Criteria : Page no. 41	Silver Touch	Experience on similar assignment : Mark 10	We would request you to please give more details/ bifurcation on how the authority will assign detailed marking for Similar Experience. Since the experience has not been asked in Prequalification criteria also, please clarify.	100% marks will be awarded to the Company/Firm/Agency which has executed the similar assignments of maximum value in last 3 years for Central, State, UT Government, Public Sector Enterprises & Autonomous Bodies, Other bidders will be given scaled down scores on the basis of similar assignments, subject to the minimum of 2 marks for the lowest bidder with minimum similar work experience.

S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
110	16 Evaluation Criteria : Page no. 41	Silver Touch	Experience on similar assignment : Mark 60 for each category	If it is mandatory to quote for all categories, how 100% marks will be calculated as there is 60 marks are given for each category (A, B & C), please give clarify in details.	Evaluation of the bids will be done separately for each category and Bids will be ranked for each category separately in terms of total points scored. The bid with the highest total points for each Category will be considered for award of Contract.
111	Page No. 41, Data Sheet, Clause 16.1.1	SRIT	Points for financial stability: - Average Turnover during last 3 years as per Tender Documents. Evaluation criteria i.e. "Score of Turnover" Above Rs. 500 Cr 10 points Above Rs. 100 Cr to 500 Cr 8 points Above Rs. 20 Cr to Rs. 100 cr 6 points Above Rs. 10cr to Rs. 20 cr 4 points Above Rs. 8cr to Rs. 10cr 2 points	Though QCBS based selection process is being widely appreciated, the criteria considered for comparison must be in synchronization with the market standards. For example, two companies having a turnover of 8 Cr. and 500 Cr. have huge differences w.r.t. business approach in entirety. Hence highest score for 500 Cr. company may be adequately reviewed to avoid deserving companies keeping away from participation.	Request for Change in Evaluation Criteria has been considered and the necessary Corrigendum has been issued. Points for financial stability: - Average Turnover during last 3 years as per Tender Documents. Evaluation criteria i.e. "Score of Turnover" Above Rs. 500 Cr 10 points Above Rs. 300 Cr upto Rs. 500 Cr 9 points Above Rs. 240 Cr upto Rs. 300 Cr 8 points Above Rs. 180 Cr upto Rs. 240 Cr 7 points Above Rs. 130 Cr upto Rs. 180 Cr 6 points Above Rs. 80 Cr upto Rs. 130 Cr 5 points Above Rs. 30 Cr upto Rs. 80 Cr 4 points Above Rs. 08 Cr upto Rs. 30 Cr 3 points For Rs. 08 Crores 2 Points
112	Page No. 41, Data Sheet, Clause 16.1.1	SRIT	Age- No. of years of experience (As per tender documents i.e. "Score of years' experience") Above 25 years 10 points Above 20 years upto 25 years 8 points Above 10 years upto 20 years 6 points Above 5 years upto 10 years 4 points Above 3 years upto 5 years 2 points	Similarly two companies having registered before 3 years or 25 years does not have any direct relevance w.r.t. competency levels at present situations, hence highest score for 25 years may be reduced adequately reviewed to attract fairly deserving companies.	Request for Change in the Evaluation Criteria has been considered and the necessary Corrigendum has been issued. The amended Evaluation Criteria as Age- No. of years of experience (As per tender documents i.e. "Score of years' experience") Above 15 years 10 points Above 12 years upto 15 years 8 points Above 09 years upto 12 years 6 points Above 06 years upto 09 years 4 points Above 03 years upto 06 years 2 points
113	Page No. 42, Data Sheet, Clause 16.3	Dev IT	Evaluation criteria for the IT Professional will be as follows: 1. If minimum General Qualification not possessed – 0% of total. 2. If minimum Experience not possessed – 0% of total. 3. If minimum General Qualification and minimum experience possessed- 50% of total. 4. For every additional Professional Qualification – 5% in addition to 50% of the total. 5. For every additional year of Experience – 5% in addition to 50% of the total. Note: - This will be subject to maximum of 100% for each CV.	Addition marks up to 5% awarded for addition qualification and experience may be considered for removal due to irrelevance.	Request for Change in the Evaluation Criteria has been considered and the necessary Corrigendum has been issued. The amended Evaluation criteria for the IT Professional will be as follows: 1. If Professional Qualification not possessed – 0% of total. 2. If minimum Experience not possessed – 0% of total. 3. If Professional Qualification and minimum experience possessed- 60% of total. 4. For each Preferred Professional Qualification/Certification – 05% of the total subject to the maximum limit of 20 % of the total. 5. For Experience in Financial Management – 20% in addition to 60% of the total. Note: - This will be subject to maximum of 100% for each CV.

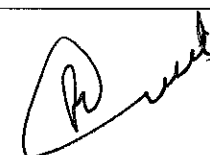
S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
114	Page No. 42, Data Sheet, Clause 16.3	Digiweb IT Solutions	Evaluation criteria for the IT Professional will be as follows: 1. If minimum General Qualification not possessed – 0% of total. 2. If minimum Experience not possessed – 0% of total. 3. If minimum General Qualification and minimum experience possessed- 50% of total. 4. For every additional Professional Qualification – 5% in addition to 50% of the total. 5. For every additional year of Experience – 5% in addition to 50% of the total. Note: - This will be subject to maximum of 100% for each CV.	Additional 5% marks awarded for addition qualification and experience may be clarified appropriately. Whether the total experience means relevant experience or not? It may be more justified to ask for relevant experience instead of total experience.	Request for Change in the Evaluation Criteria has been considered and the necessary Corrigendum has been issued. The amended Evaluation criteria for the IT Professional will be as follows: 1. If Professional Qualification not possessed – 0% of total. 2. If minimum Experience not possessed – 0% of total. 3. If Professional Qualification and minimum experience possessed- 60% of total. 4. For each Preferred Professional Qualification/Certification – 05% of the total subject to the maximum limit of 20 % of the total. 5. For Experience in Financial Management – 20% in addition to 60% of the total. Note: - This will be subject to maximum of 100% for each CV.
115	Page No. 42, Data Sheet, Clause No. 16.3	DCM Data Systems	Professional staff qualifications and competence for the assignment	We understand that here you seek the vendor to share some sample resumes as it is rarely possible for any vendor to have 120 people for similar skills on bench at any time.	The Bidder has to be compulsorily submit 120 CV's as per the break up given in the Tender Notice. Manpower deployed should be atleast 70 % of the each category resumes provided in the Technical Bid by the Bidder. All CV's must bear the photograph and Signature of manpower proposed to be deployed.
116	Page No. 42, 43 and 44 Data Sheet, Clause 16.3.1 to 16.3.10	UTITSL	Scoring criteria for each of the CV	We request you to pls remove this criteria however PFMS may evaluate the number of CV provided against each of the position instead of marking each of the CV at micro level.	The Bidder has to be compulsorily submit 120 CV's as per the break up given in the Tender Notice. Manpower deployed should be atleast 70% of the each category resumes provided in the Technical Bid by the Bidder.
117	Page No. 44, Data Sheet	UTITSL	The minimum technical score required to pass is 70	we request you to keep minimum score 60	The Evaluation Criteria has been amended and as per the revised Evaluation Criteria, The minimum Technical score T (s) required to pass is as under: For Category A 70 points. For Category B 60 points. For Category C 60 points.
118	Page No. 44, Data Sheet Clause 18	UTITSL	The financial evaluation shall be conducted for each category separately	Pls clarify this point.	Evaluation of the bids will be done separately for each category and Bids will be ranked for each category separately in terms of total points scored. The bid with the highest total points for each Category will be considered for award of Contract.

S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
119	Page No. 42-44	Artech	Marking schema for Resource Profile: Refers to minimum "general qualification" and "professional qualification" for scoring of marks. Also minimum marks are allocated for resources meeting the minimum experience requirement and 5% for additional experience.	In the section giving the profiles description of each resource, there is no description of "general qualification." – this needs to be clarified. The additional years of experience marking can lead to other complications and should be removed.	Request for Change in the Evaluation Criteria has been considered and the necessary Corrigendum has been issued. The amended Evaluation criteria for the IT Professional will be as follows: 1. If Professional Qualification not possessed – 0% of total. 2. If minimum Experience not possessed – 0% of total. 3. If Professional Qualification and minimum experience possessed- 60% of total. 4. For each Preferred Professional Qualification/Certification – 05% of the total subject to the maximum limit of 20 % of the total. 5. For Experience in Financial Management – 20% in addition to 60% of the total. Note: - This will be subject to maximum of 100% for each CV.
120	Data Sheet Page no 42 of 106 Point no 16.3 Scoring- Evaluation criteria	Coromandel	Evaluation criteria for the IT Professional will be as follows: 1.If minimum General Qualification and minimum experience possessed -50% of total	Requesting to consider this clause as " If candidate meets minimum General qualification & minimum experience, He/she will be eligible to get 100% of total score".	Request for Change in the Evaluation Criteria has been considered and the necessary Corrigendum has been issued. The amended Evaluation criteria for the IT Professional will be as follows: 1. If Professional Qualification not possessed – 0% of total. 2. If minimum Experience not possessed – 0% of total. 3. If Professional Qualification and minimum experience possessed- 60% of total. 4. For each Preferred Professional Qualification/Certification – 05% of the total subject to the maximum limit of 20 % of the total. 5. For Experience in Financial Management – 20% in addition to 60% of the total. Note: - This will be subject to maximum of 100% for each CV.
121	Instructions to Consultant/Firm/Agency Data Sheet Page 44,	TCS	Point 19 : 30% weight age to the Financial Evaluation.	The financial evaluation should be exclusive of all taxes	The financial Evaluation will be exclusive of all taxes and as per the revised Financial Bid Proforma. Necessary Corrigendum has been issued.
122	Data Sheet Page no 45 of 106 Point no 19	Coromandel	The combined evaluation shall be conducted for each category separately and contracts shall be awarded for each category separately	Can bidder participate one category alone (i.e. either category A or Category B or Category C). Requesting to clarify the same.	Bidders have to participate in all the categories, although evaluation of Bids will be done separately for each Category
123	Data Sheet Page no 45 of 106 Point no 19	Coromandel	The combined evaluation shall be conducted for each category separately and contracts shall be awarded for each category separately	Requesting to clarify whether order will be awarded for each agency for each category separately who is scoring H1 for each category	Evaluation of the bids will be done separately for each category and Bids will be ranked for each category separately in terms of total points scored. The bid with the highest total points for each Category will be considered for award of Contract.

S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
124	Page No. 45, Chapter 15, Data Clause Sheet 20	Wipro	As per RFP	Kindly confirm what is the deployment timeline of the resources. Firms need at least 6 weeks from the date of signing of contract.	Request for the change in the time limit has been considered and the time limit has been increased to 21 days from the date of receipt of work order or 30 days from the date of issue of work order. Necessary Corrigendum has been issued
125	INSTRUCTIONS TO CONSULTANT/FIRM /AGENCY, Page 45	TCS	21: Location for performance assignment/job	In case the associate is required to travel for project work within city or outstation, Please confirm who has to bear the cost for the same.	Travel costs are not a part of this tender document. In the event of any travel in respect of the deployed resource is necessary, the amount shall be paid by PFMS after taking the due approval of the Competent Authority.
126	Page No 47, Technical Bid Proforma, Clause 11	UTITSL	Type of Manpower supplied	pls clarify that what type of information need to be filled	Similar work typically includes providing IT manpower for software development projects to Central/State/UT Government/Public Sector Enterprises/Autonomous Bodies.
127	Page No. 49, Declaration	UTITSL	DECLARATION	to whom this declaration should be addressed?	The Declaration can be addressed to Jt. Controller General of Accounts, PFMS.
128	Page No. 49, Chapter 17	Wipro	I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them: The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information/fabricated document would result in rejection of my tender at any stage besides of becoming liable prosecution under appropriate law and also forfeiture of EMD/PSD as the case may be:	Bidder requests modification: - I have carefully read and understood all the terms and conditions of the tender and undertake to abide <u>all terms and conditions except the ones for which deviations have been submitted by us by them:</u> The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information/fabricated document would result in rejection of my tender at any stage besides of becoming liable prosecution under appropriate law and also forfeiture of EMD/PSD as the case may be:	No Change
129	18. Financial Bid requirements Page 50,	TCS	Point 1: The cost/charges mentioned here shall be firm and include the total cost of providing the services, including all applicable duties & taxes. TDS as applicable shall be deducted from the payment to be made to the firm.	The financial bid should be exclusive of all taxes	The financial Evaluation will be exclusive of all taxes and as per the revised Financial Bid Proforma. Necessary Corrigendum has been issued.
130	Page no 51 of 106, Point no 19- Financial Bid Proforma,	Coromandel	12-Administrative Service charges/agency charges (in%) only	Requesting to explain the charges, Need clarity on the same.	Administrative Charges have been omitted from the Tender Document.

S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
131	Financial Bid Performance, Page 53	TCS	S.No 12 – Administrative Service Charges/Agency Charges in (%) only	These charges should not be exclusively asked as a separate line item and all kind of charges except taxes should be part of rate per month proposed for a particular contract/functional designation by the bidder	Administrative Charges have been omitted from the Tender Document.
132	Page No. 54, Chapter 20	Wipro	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	Bidder requests modification: - 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) <u>except those terms and conditions for which deviations have been submitted by us forming an integral part of our proposal</u> 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	No Change
133	20 Acceptance letter by the Tenderer on the letter head of the company, Page 54	TCS	Annexure A : Acceptance letter by the Tenderer on the letter head of the company	This letter needs to be subject to bidder's proposal especially suggestions and comments in the bidder's proposal	The bidders Suggestions and Comments will be considered at the time of signing of the Contract after taking the due approval of the Competent Financial Authority
134	Page No. 55, Chapter 21	Wipro	I. I/We agree to abide by and fulfil all terms and conditions referred to and as contained in tender documents elsewhere and in default thereof, to forfeit and pay to 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. II. 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. 111. 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	Bidder requests modification: - I. I/We agree to abide by and fulfil all terms and conditions referred to and as contained in tender documents elsewhere <u>except those terms and conditions for which deviations have been submitted by us forming an integral part of our proposal</u> 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. II. 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. 111. 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	The clause III has been amended as If I fail to provide the desired resources as per the work order within 30 days of the date of issue of Work Award Letter and/or I fail to sign the agreement as per contract and/or I fail to submit performance guarantee as per contract, I 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 Work Award and the said earnest money as specified above shall stand forfeited Necessary Corrigendum has been issued.

S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
			forfeited.	<i>guarantee as per contract, I/we agree that PFMS, 0/0 the Controller General of Accounts shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent and the said earnest money as specified above shall stand forfeited.</i>	
135	Page No. 55, Chapter 18, Clause i	Artech	The Financial Bid shall contain the Consolidated Monthly Charges for providing the services of IT Professional(s) on hire to the Project Cell (PFMS) in respect of each of the domains in a category for which IT Professional are required/proposed for selection. The cost/charges mentioned here shall be firm and include the total cost of providing the services, including all applicable duties & taxes. TDS as applicable shall be deducted from the payment to be made to the firm. The financial bid shall not include any conditions attached to it and any such conditional financial bid shall be rejected summarily.	The instructions talk about a consolidated charge; however, the bid format gives the individual rate cards for each of the resources over the two year engagement period. Please clarify how is the consolidated monthly charge to be arrived at. Moreover the grand total is supposed to be a sum of two different kinds of number – one a monetary figure (the rate of each individual resource) and the other a percentage (the vendor's service charge). Further to that, currently the GST rates are in constant state of revision. Hence, a fixed rate cannot be quoted; it should be revised to –GST will be applicable as per prevailing rates at the time of billing.	The consolidated monthly charges shall be on the basis of rates bid for multiplied by the resources supplied for each category by the bidder. The financial Evaluation will be exclusive of all taxes and as per the revised Financial Bid Proforma. Necessary Corrigendum has been issued.
136	21 Undertaking by the Bidder, Page 59	TCS	Annexure B: Undertaking by the Bidder	This letter undertaking needs to be subject to bidder's proposal especially suggestions and comments in the bidder's proposal. Further, it needs to be clarified that LOI reference to LOI containing mutually agreed terms.	The bidders Suggestions and Comments will be considered at the time of signing of the Contract after taking the due approval of the Competent Financial Authority.
137	Page No. 60, Chapter 22, Clause II. 1. (a)	Wipro	(a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.	Bidder requests modification: - (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being <u>and applicable to the successful bidder while provisioning services during the term of this Agreement.</u>	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.

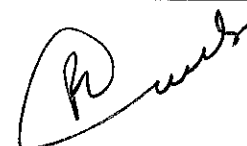


S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
138	Page No. 61, Chapter 22, Clause II. 1.7	Wipro	In case the Consultant consists of a joint venture/consoftium/association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the "Employer" under this Contract, including without limitation the receiving of instructions and payments from the "Employer". However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.	<p>Bidder requests modification: -</p> <p>In case the Consultant consists of a joint venture/consoftium/association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the "Employer" under this Contract, including without limitation the receiving of instructions and payments from the "Employer". However, each member or constituent of Consortium of Consultant shall be <u>solely and individually</u> jointly and severally liable for all obligations of the Consultant under the Contract.</p>	The Clauses related to Consortium has been omitted in the Tender Document and the requested clause has been repealed. Necessary Corrigendum has been issued.
139	Page No. 62, Chapter 22, Clause II 1.9	Wipro	As per RFP	<p>Request to add the following clause:-</p> <p><u>Any increase or decrease in the rates of the applicable taxes or any new levy on account of changes in law, after the last date of submission of bid shall be to the account of Customer.</u></p>	This has been clarified through Clause 5.2 of Sub Clause 5 "Obligations of the Employer" of the draft Contract.

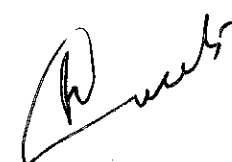
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S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
140	Page No. 62, Chapter 22, Clause II 1.10.2	Wipro	(a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation; (b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Employer-financed contract;	Bidder requests modification: - (a) The Employer may terminate the contract <u>if a court of competent jurisdiction</u> it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation; (b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of six (6) months time, to be awarded a contract if, <u>a court of competent jurisdiction</u> it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Employer-financed contract;	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.
141	Page No. 62, Chapter 22, Clause II 2.1	Wipro	This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer's" notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met	Bidder requests modification: - This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer's" notice to the Consultant instructing the Consultant to begin carrying out the Services <u>or on the date of signing the contract, whichever is later.</u> This notice <u>The signing of the contract</u> shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.
142	Contract for Hiring of Services of IT professionals Page 62	TCS	Clause 1.9 : Taxes and Duties: The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.	Pricing terms needs to be exclusive of taxes. the Employer needs to be responsible for all taxes	The Pricing Terms will be exclusive of all taxes.

S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
143	Contract for Hiring of Services of IT professionals Page 63	TCS	Clause 2.2: Termination of Contract for Failure to Become Effective If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto,	Termination notice period needs to be atleast 180 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 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.
144	Contract for Hiring of Services of IT professionals Page 63	TCS	Clause 2.5 : Entire Agreement This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.	Following additionally be added in the Entire Agreement clause: Each party acknowledges that it has not relied on or been induced to enter into this Agreement by a representation or warranty other than those expressly set out in this Agreement. To the extent permitted by applicable law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.
145	Contract for Hiring of Services of IT professionals Page 64	TCS	Clause 2.8: Suspension The "Employer" may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.	This provision needs to be deleted.	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.



S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
146	Contract for Hiring of Services of IT professionals Page 64/65	TCS	Clause 2.9.1.1: Termination 2.9.1.1 By the "Employer": The "Employer- may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this. Clause GC 2.9,1.1. (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Employer" may have subsequently approved in writing. (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract)insolvent or go into liquidation or receivership whether compulsory or voluntary. (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof. (d) If the Consultant, in the judgment of the "Employer", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract. (e) If the Consultant submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "Employer". (f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly	(a) Reference to suspension provision to be deleted. (g) Be to be deleted. (i) Be to be deleted.	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.



S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
			<p>any conflict of interest to the Employer, (g) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services. the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services. (h) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. (i) If the "Employer", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p>		

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S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
147	Contract for Hiring of Services of IT professionals Page 66		Clause 2.9.5: Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC2.9.1 or GC 2.9.2 hereof, the "Employer" shall make the following payments to the Consultant: (a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) 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 (a) to (f), the consultant shall not be titled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the Employer may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to Employer within 30 days of termination date.	Words like satisfactory are vague and to be deleted.	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.
148	Contract for Hiring of Services of IT professionals Page 65	TCS	Clause 3.2.2 : hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.	Needs to be entirely deleted. Clear expectation be clarified.	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.

S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
149	Contract for Hiring of Services of IT professionals Page 67	TCS	Clause 3.3 : Confidentiality: Except with the prior written consent of the "Employer". The Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.	Confidentiality provisions needs to be mutual subject to standard exclusions. Confidentiality obligations needs to be apply during the term of the Agreement and three (3) years thereafter. Accordingly following be considered: —Each party (in such capacity, the —Receiving Party) acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other party (in such capacity, the —Disclosing Party). The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under the Contract Agreement. The term —Confidential Information, as used herein, shall mean all business strategies, plans and procedures, proprietary information, software, tools, processes, methodologies, data and trade secrets, and other confidential information and materials of the Disclosing Party, its affiliates, their respective clients or suppliers, or other persons or entities with whom they do business, that may be obtained by the Receiving Party	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.



S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
				<p>from any source or that may be developed for the Disclosing Party as a result of the Contract Agreement. The provisions respecting confidentiality shall not apply to the extent, but only to the extent, that the information or document is: (i) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (ii) subsequently learned from an independent third party free of any restriction and without breach of this provision; (iii) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (iv) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (v) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange (provided, however, that the Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit and/or assist the Receiving Party in crafting such disclosure). The obligations under this clause shall survive for three years from termination or expiration of this Agreement</p>	

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S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
150	Contract for Hiring of Services of IT professionals Page 68	TCS	<p>Clause 3.5: Documents Prepared by the Consultant to be the Property of the "Employer": All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs/modules, the Consultant shall obtain the "Employer's prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.</p>	<p>This provision needs to be subject to third party IPR and Pre-existing IPR of the selected Bidder. Bidder suggested provision is provided below. The Bidder agrees that all deliverables created or developed by the Bidder specifically for the Employer, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of the Employer provided all the payments due to the Bidder for the deliverables rendered under this Contract have already been paid by the Employer to the Bidder. the Employer acknowledges that in performing services under this Contract, the Bidder may use Bidder's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by the Bidder prior to or independent of the services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the services hereunder, (---the Bidder's Pre-Existing IPI). Notwithstanding anything to the contrary contained in this Contract, the Bidder shall continue to retain all the ownership, the rights title and interests to all the Bidder Pre-Existing IP and nothing contained herein shall be</p>	<p>As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.</p>



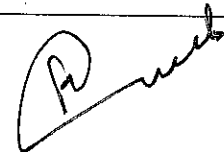
S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
				<p>construed as preventing or restricting the Bidder from using the Bidder Pre-Existing IP in any manner. To the extent that any the Bidder Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under this Contract, the Bidder hereby grants to the Employer a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Bidder Pre-Existing IP in connection with the deliverables and only as part of the deliverables in which they are incorporated or embedded. The foregoing license does not authorizes the Employer to (a) separate Bidder Pre-Existing IP from the deliverable in which they are incorporated for creating a standalone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder Pre-Existing IP in favor of any person, and/or (c) reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder Pre-Existing IP. All the intellectual property rights in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/</p>	



S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
				<p>the Bidder's licensor and to the extent required for the purposes specified in the Contract the Employer shall have user rights in accordance with license agreement (EULA) as applicable for use of such software. In the event of license of any of Bidder's proprietary software, the Employer will need to enter into standard end user license agreement of Bidder and any services related thereto shall be governed by separate Bidder's standard product services agreement. Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of the Contract. For the purposes of clarity the Bidder's shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables provided under the Contract for the Employer, for any other client of the Bidder. Nothing contained herein shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party. The Employer warrants that the materials provided by the</p>	

(Handwritten signature)

S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
				Employer to Bidder are duly owned or	
151	Contract for Hiring of Services of IT professionals Page 69	TCS	Clause 5.2: Change in the Applicable Law Related to Taxes and Duties If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, the same shall be borne by the employer. The firm/agency/consultant shall pass on any decrease in the service tax to the Employer.	The Employer also needs to be responsible for increase in taxes.	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.



S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
152	Contract for Hiring of Services of IT professionals Page 70	TCS	Clause 6.3: Terms of Payment: The payments in respect of the Services shall be made as follows: (a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms (copy of challan of ESIC/EPF etc. and attendance sheet etc.). (b) The consolidated Monthly Charges shall be payable to the firm/Service provider on closure of the month, after submission of a bill/invoice by the Firm for the services provided and a certificate of Satisfactory Services issued by the Project Cell (PFMS).	Reference to challan of ESIC/ EPF needs to be removed. Words like satisfactory are vague and needs to be deleted.	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.
153	Contract for Hiring of Services of IT professionals Page 70	TCS	Clause 6: PAYMENTS TO THE CONSULTANT	All fees payable to the Bidder are exclusive of any GST, sales, use, value added tax, service taxes or taxes of a similar nature including any changes to the existing taxes or introduction of new taxes and where such taxes are applicable, the Employer shall be responsible to pay or reimburse the Bidder the amount of such taxes. The Contractor shall submit invoices to the Employer on a monthly basis (or more or less frequently as may be mutually agreed) detailing the amounts payable by the Employer hereunder. The Employer shall remit payment to the Contractor within thirty (30) days following its receipt of each such invoice. In the event that the Employer disputes any invoiced amounts, the Employer shall notify the Contractor with the reasons for disputing any amount within fifteen (15) days after receipt of applicable invoice, where upon Parties shall promptly seek to resolve the dispute by mutual discussion. Any such dispute shall not relieve the Employer from paying when due any undisputed portion of the invoice. For any undisputed amounts not paid when due, without prejudice to the other rights available, the Bidder shall impose late payment charges at the rate of one and one half percent (1.50%) per month until the delayed payment is paid in full. Without prejudice to the other rights available, the Bidder also reserves the right to withhold the provision of Services till such time	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.



S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
				withhold the provision of services in such time all the payments due to it under this Agreement have been made by the Employer and any such withholding by the Contractor shall not be treated	
154	Contract for Hiring of Services of IT professionals : Settlement of disputes Page 70/71	TCS	Clause 8.2 : Arbitration In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry/Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.	Dispute resolution mechanism – Arbitration needs to be neutral. Hence Arbitrator needs to be jointly Presiding Arbitrator be appointed by the High Court in case the consensus is not reached.	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.

S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
155	Contract for Hiring of Services of IT professionals Page 71	TCS	Clause 9(vi) : Liquidated Damages —The Employer shall levy Liquidated Damages if the Contractor delays the deployment of any professional from the agreed deployment plan. The LD shall be levied at the rate of 0.02 % per day of the contract value for the position of the professional. The maximum limit for the Liquidated Damages shall be 10% of the contract value for the position of the professional in respect of which the deployment is delayed and Liquidated Damage is to be levied.	LD be applicable only if delay is for reasons solely attributable to the Contractor and not otherwise. Further, the LD and cap thereto needs to be reduced	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.
156	III - Special Conditions of the contract Page 72	TCS	Clause 7: The risks and the insurance coverage shall be as follows: (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel. (b) Third Party liability insurance. (c) Professional liability insurance to cover the employer against any loss suffered by the employer due to the professional service provided by the Consultant, with a minimum coverage of an amount twice the value of this Contract. (d) Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance or the Services, and (iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural_ calamity.	Insurance are already maintained by the Bidder to cover its worldwide operations, a copy reflecting such insurance can be shared at the time of contract negotiations. Insurance provisions be discussed at the time of contract negotiation with the successful	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.



S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
157	Page No. 64, Chapter 22, Clause II 2.8	Wipro	The "Employer" may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the consultant fails to perform any of its obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after the receipt by the Consultant of such notice of suspension.	The "Employer" may, by written notice of suspension to the Consultant, suspend all payments <u>(relating to only those components of the contract which remain unfinished / undelivered / incomplete)</u> to the Consultant hereunder if the consultant fails to perform any of its obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after the receipt by the Consultant of such notice of suspension.	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.



S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
158	Page No. 64, Chapter 22, Clause II 2.9	Wipro	<p>By the "Employer": The "Employer" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1.</p> <p>(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Employer" may have subsequently approved in writing.</p> <p>(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>(d) If the Consultant, in the judgment of the "Employer", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.</p> <p>(e) If the Consultant submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "Employer"</p> <p>(f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.</p> <p>(g) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.</p> <p>(h) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(i) If the "Employer", in its sole discretion and</p>	<p>Bidder requests modification: -</p> <p>By the "Employer": The "Employer" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1.</p> <p>(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Employer" may have subsequently approved in writing.</p> <p>(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>(d) If the Consultant, in the judgment <u>of a court of competent jurisdiction</u> the "Employer", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.</p> <p>(e) If the Consultant submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "Employer"</p> <p>(f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.</p> <p>(g) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.</p> <p>(h) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less</p>	<p>As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.</p>

S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
			<p>for any reason whatsoever, decides to terminate this Contract.</p> <p>2.9.1.2 In such an occurrence the "Employer" shall give a not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (f).</p>	<p>than sixty (60) days.</p> <p>(i) If the "Employer", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>2.9.1.2 In such an occurrence the "Employer" shall give a not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (f).</p>	

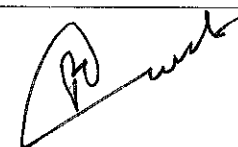
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S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
159	Page No. 66, Chapter 22, Clause II 2.9.5	Wipro	<p>Upon termination of this Contract pursuant to Clauses GC2.9.1 or GC 2.9.2 hereof, the "Employer" shall make the following payments to the Consultant:</p> <p>(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3 hereof for Services satisfactorily performed prior to the effective date of termination.</p> <p>(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not been titled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the Employer may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to Employer within 30 days of termination date.</p>	<p>Bidder requests modification: -</p> <p>Upon termination of this Contract pursuant to Clauses GC2.9.1 or GC 2.9.2 hereof, the "Employer" shall make the following payments to the Consultant:</p> <p>(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration <u>shall be paid to the Consultant</u> pursuant to Clause GC 6.3 hereof for Services satisfactorily performed prior up to the effective date of termination.</p> <p>(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not been titled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the Employer may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to Employer within 30 days of termination date.</p>	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.
160	Page No. 66, Chapter 22, Clause II 3.2	Wipro	The Consultant shall hold the "Employer's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions	<p>Bidder requests modification: -</p> <p>The Consultant shall <u>endeavor to</u> hold the "Employer's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions</p>	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.

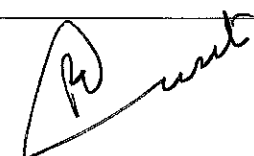
S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
161	2.9.5 Payment upon Termination, Page 66	TCS	(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not been titled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the Employer may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to Employer within 30 days of termination date	1. Payment should be released for the months for which services have been already provided and satisfactort performance certificate has been issued by the CGA. 2. Consolidated sum of all penalties, Liquidity damages and other Liabilities mentioned in the RFP should be capped with value equal to contract value.	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.
162	Page No. 67, Chapter 22, Clause II 3.2.2	Wipro	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services)resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.	Bidder requests modification: - The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services)resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.
163	Page No. 67, Chapter 22, Clause II 3.2.3	Wipro	The Consultant shall not engage, and shall cause their Personnel as well as their SubConsultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.	Please delete the clause	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.

S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
164	Page No. 67, Chapter 22, Clause II 3.4	Wipro	<p>The Consultant shall obtain the "Employer's prior approval in writing before taking any of the following actions:</p> <p>(a) Any change or replacement of the IT Professional deployed for the assigned work.</p> <p>(b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer".</p> <p>Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the Consultant to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.</p>	<p>Bidder requests modification: -</p> <p>The Consultant shall obtain the "Employer's prior approval in writing before taking any of the following actions:</p> <p>(a) Any change or replacement of the IT Professional deployed for the assigned work.</p> <p>(b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer".</p> <p>Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the Consultant to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.</p>	<p>As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.</p>

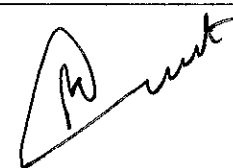
S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
165	Page No. 68, Chapter 22, Clause 3.5	Wipro	All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs/modules, the Consultant shall obtain the "Employer's prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.	<p>Bidder requests modification: -</p> <p>All specified deliverables plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Consultant shall, not later than upon termination or expiration of this Contract <u>and upon receiving payment in full</u>, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs/modules, the Consultant shall obtain the "Employer's prior written approval to such agreements <u>provided such approval shall not unreasonably withheld by the Employer</u>, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.</p>	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.



S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
166	Page No. 68, Chapter 22, Clause II 4.3	Wipro	<p>(b) If the "Employer" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the "Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Employer".</p> <p>(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Employer". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and(ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.</p>	<p>Bidder requests modification: -</p> <p>(b) If the "Employer" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall <u>within thirty (30) days</u>, at the "Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Employer".</p> <p>(c) <i>Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Employer". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and(ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.</i></p>	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.



S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
167	Obligations of the CONSULTANT/FIRM /Agency providing services Page 68	TCS	4.3 Removal and/or Replacement of Personnel: (a) Except as the "Employer" may otherwise agree, no changes shall be made in the Personnel.	1. We suggest that CV proposed in the bid should be considered as sample CVs and Vendor should be allowed to deploy resources with skills/experience equal to the sample CV or better than the same 2. Whether the bidder can propose/submit CV for a position without having particular expert on his/consortium member's payroll on the date of bid submission? Which can be taken onboard if this contract is awarded.	1. The Bidder has to be compulsorily submit 120 CV's as per the break up given in the Tender Notice. 2. Manpower deployed should be atleast 70% of the each category resumes provided in the Technical Bid by the Bidder.
168	Page No. 70, Chapter 22, Clause II 6.3	Wipro	The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The consolidated Monthly Charges shall be payable to the Firm/Service provider on closure of the month, after submission of a bill/invoice by the firm for the services provided and a certificate of Satisfactory Services issued by the Project Cell (PFMS).	(a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms(i.e., Monthly in arrears). Invoices and Supporting Documents, if not disputed with reasons within 7 days from the date of receipt, shall be deemed to be accepted. (b) The consolidated Monthly Charges shall be payable to the Firm/Service provider on closure of the month, within 30 days from the submission of a bill/invoice by the firm for the services provided and an Attendance Report failing which the Employer shall be liable to pay, in addition, an interest at the rate of 1.5% per month.	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.

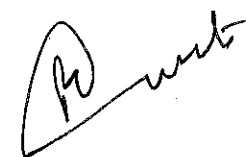


S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
169	Page No. 70, Chapter 22, Clause II 8.2	Wipro	In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry/Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.	Bidder requests modification: - In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the <u>Chief Justice of the High Court having competent jurisdiction</u> -Secretary of the Ministry/Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.
170	Page No. 70, Chapter 22, Clause II 6.3	Wipro	As per RFP	EPF Details are confidential and cannot be given. Request you to kindly relax this.	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.

S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
171	Page No. 71, Chapter 22, Clause II 9 (iv)	Wipro	(iv) Each member/constituent of the Contractor/Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.	Bidder requests modification: - (iv) Each member/constituent of the Contractor/Consultant, in case of a consortium, shall be <u>solely and individually</u> jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.	The Clauses related to Consortium has been amended in the Tender Document so that the Consortium has not been allowed during the bids in this Tender. Necessary Corrigendum has been issued.
172	Page No. 71, Chapter 22, Clause II 9 (vi)	Wipro	(vi) Liquidated Damages —The Employer shall levy Liquidated Damages if the Contractor delays the deployment of any professional from the agreed deployment plan. The LD shall be levied at the rate of 0.02 % per day of the contract value for the position of the professional. The maximum limit for the Liquidated Damages shall be 10% of the contract value for the position of the professional in respect of which the deployment is delayed and Liquidated Damage is to be levied.	(vi) Liquidated Damages —The Employer shall levy Liquidated Damages if the Contractor delays the deployment of any professional from the agreed deployment plan. The LD shall be levied at the rate of 0.02 % per day of the contract value for the position of the professional <u>not deployed</u> . The maximum limit for the Liquidated Damages shall be 40% <u>5%</u> 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.	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.
173	Page No. 71, Chapter 22, Clause 9	UTITSL	Liquidity Damages	Pls clarify, this point mentioned in the contract is contradicting Penalty clause for deployment as well as for substitution.	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.
174	Page No. 93, Chapter 22, Appendix B	UTITSL	Administrative Charges	Pls clarify Administrative Charges mentioned in the financial format.	Administrative Charges have been omitted from the Tender Document.

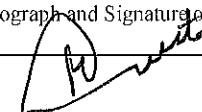
S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
175	APPENDIX D - Duties of the Firm/Agencies/Consultant, Page 96	TCS	4. The IT Professionals provided by the Company shall be entitled for casual leave and public holidays as applicable to Government personnel	As these are directions from CGA, We assume casual leaves of the deployed members and other government holidays are billable to CGA. Please confirm	The casual leaves will be as per the company policy and the public holidays as applicable to the Government Personnel. As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.
176	Page No. 97, Chapter 22, Appendix E	Wipro	4. We, _____ (indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect for 2 months from the date of the of issue of Letter of Award. Unless a demand or claim under this guarantee is made on us in writing on or before a period of six months from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.	4. We, _____ (indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect till (specify date) for 2 months from the date of the of issue of Letter of Award. Unless a demand or claim under this guarantee is made on us in writing on or before a period of six months from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.
177	Appendix E: Format of Bank Guarantee/Performance Security Page 97	TCS	APPENDIX E - Format of Bank Guarantee/Performance Security	Further, following provision be included at the end of the BG: Notwithstanding anything contained hereinabove: a. Our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____); b. This bank guarantee shall be valid until _____; and c. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim of demand on or before 2PM on _____, where after all the rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities there under whether or not the original guarantee is returned.	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.

S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
178	FORM TECH : Page no. 101	Silver Touch	FORM TECH-2, FORM TECH-6 : If the firm has formed a consortium, details of each of the member of the consortium, name of lead members shall be provided	Considering various Form-Techs, we understand that consortium is allowed for this tender. So, please clarify how many consortium members are allowed other than lead bidder.	The Clauses related to Consortium has been amended in the Tender Document so that the Consortium has not been allowed during the bids in this Tender. Necessary Corrigendum has been issued.
179	FORM TECH 3: Page no. 102	Silver Touch		As this project is completely based on onsite resource deployment and complete project will be managed by the employer (CGA), this form stands irrelevant. Hence we request you to remove this form.	No Change
180	Page No. 102, Form Tech 3	Wipro	As per RFP	What would be scope of Technical Approach and Methodology, Work Plan & Organization and Staffing etc?	Kindly refer Tech Form 3.
181	Page No. 102, Form Tech 3	Silver Touch	Form Tech-3:	As you have mentioned about Approach, Methodology & Work Plan for the smooth functioning of this project therefore we would request to include only CMMi Level 5 companies as they focus on continually improving process performance through both incremental and innovative technological improvements. CMMi Level 5 companies have similar expertise, providing end to end solution and many other capabilities which will be required to execute this size of project.	CMMi Level 3 and above companies has been made mandatory through the revised clause in this Tender.
182	General Query	Wipro	Clause to be added	Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder's performance is effected , delayed or causes non-performance due to Employer's omissions or actions whatsoever.	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.



S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
183	General Query	Wipro	Clause to be added	Services and/or deliverables shall be deemed to be fully and finally accepted by Employer in the event when Employer has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when Employer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 15 days time to correct in case of any rejection by Client.	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.
184	General Query	Wipro	Clause to be added	<p>Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.</p> <p>Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of Bidder under this Agreement, shall not exceed the fees received by Bidder under this Agreement during the three months preceding the date of such claim.</p>	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.

S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
185	General Query	Wipro	Clause to be added	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Bidder shall not be bound to perform any additional services.	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.
186	General Query	Wipro	Clause to be added	No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the Employer.	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.
187	General Query	Wipro	Clause to be added	The bidder shall have the right to terminate the contract in the event any undisputed amount remains unpaid for a period exceeding 15 days.	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.
188		Wipro	Bidder must have 3 similar work of value not less than 40% of estimated cost or two similar works each of value not less than 60% of estimated cost or one similar work of value not less than 80% of estimated cost	We understand that estimated cost means – estimated cost of overall bid value.	No such clause exists in the whole Tender Document.
189	General Query	Wipro	As per RFP	Is it mandatory to send profile of every resource with proposal	The Bidder has to be compulsorily submit 120 CV's as per the break up given in the Tender Notice. Manpower deployed should be atleast 70% of each category resumes provided in the Technical Bid by the Bidder. All CV's must bear the photograph and Signature of manpower proposed to be deployed.



S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
190	General Query	Wipro	As per RFP	How evaluation of each candidate be done? Please specify Mode of Interview F2F or Telephonic?	Test/Personal interview will be done at the time of deployment of the resource as per the terms and conditions of the Contract.
191	General Query	Nippon Data Systems Ltd		Are companies which are registered with MSME in NSIC entitled for waiver on EMD?	The exemption is allowed as per the extant laws and the Government rules.
192	General Query	Nippon Data Systems Ltd Mail 2		Is there EMD exemption using NSIC certificate.	The exemption is allowed as per the extant laws and the Government rules.
193	General Query	Nippon Data Systems Ltd Mail 2		In bank guarantee format of APPENDIX-E, What we have to write for [Title of the IT expert].	It will be addressed as "Supply of IT manpower for Public Financial Management System."
194	General Query	Nippon Data Systems Ltd Mail 2		The mode of submission is offline only.	Yes, the mode of submission of this Tender is Offline only.
195	Additional Clauses	TCS	<p>Additional Clauses:</p> <p>Bidder suggests that the following additional clauses be added in the final contract for the engagement resulting pursuant to this Tender:</p> <p>1. Limitations of Liability</p> <p>(A) 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.</p> <p>(B) The total cumulative liability of either party arising from or relating to the Agreement shall not exceed the amount paid to the Consultant by the Employer under the Agreement in the six (6) months period immediately preceding the date such liability arose.</p> <p>(C) The Consultant 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 or plant under the Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by the Employer or its employees or agents or third party service providers to perform any of its duties and obligations. In the event that the Consultant is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Employer, then the Consultant 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 the Consultant is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Employer. Such failures or delays shall be brought to the notice of the Employer and subject to mutual agreement (including on commercials) with the Employer, the Consultant shall take such actions as may be necessary to correct or remedy the failures or delays.</p> <p>2. Employee non-solicitation The Consultant and the Employer each agree that during the term a Consultant personnel or the Employer employee is associated with the services under the Agreement and for a period of twelve months after such person ceases to be so associated, neither the Consultant nor the Employer shall, directly or indirectly, solicit for hire or knowingly hire or retain such personnel of the other party as an employee or independent contractor. except with</p>	As per the Form Tech 5 (Comments/ Modifications suggested on draft contract) under Clause 11 of Data sheet in Chapter 15 (Evaluation Criteria for Technical Bid) in the tender document, Suggestions from all the bidders have been invited for making necessary amendments to draft contract given under Chapter 22 - Annexure C. Based on the suggestions received from the bidder, necessary amendments which are required shall be made to the final contract after taking the due approval of Competent Financial Authority.	

S. No.	Reference in the Tender Document	Company Name	Existing Provision / Clause in the Tender Document	Query	Reply
			<p>prior written consent of the other party.</p> <p>3. Acts or omissions of Other Party Neither Party shall be liable for any delay or failure in the performance of its obligations under this Agreement, if and to the extent such delay or failure is caused by the actions or omissions of the other Party or other Party's agents or due to a breach of this Agreement by the</p>		

