



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3860925
Dated/दिनांक : 22-08-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-09-2023 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	12-09-2023 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Expenditure
Organisation Name/संगठन का नाम	Controller General Of Accounts (cga)
Office Name/कार्यालय का नाम	Public Financial Management System
Item Category/मद केटेगरी	Custom Bid for Services - Hiring of Project Manager Sr Technical Support Engineers and Technical Support Engineers for deployment at PFMS State Directorates and Ministries Departments
Contract Period/अनुबंध अवधि	3 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	10000 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण

Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Estimated Bid Value/अनुमानित बिड मूल्य	479471760
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज़ ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	10972584

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	38

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Sr Accounts Officer (PAO-PFMS)

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

Splitting/विभाजन

Bid splitting not applied./बोली विभाजन लागू नहीं किया गया

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
-------------------------------	-----

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Introduction about the project /services being proposed for procurement using custom bid functionality:[1692706601.pdf](#)

Instruction To Bidder:[1692706605.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1692706609.pdf](#)

Scope of Work:[1692706612.pdf](#)

Special Terms and Conditions (STC) of the Contract:[1692706614.pdf](#)

Service Level Agreement (SLA):[1692706616.pdf](#)

Payment Terms:[1692706619.pdf](#)

Penalties:[1692706621.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1692706628.pdf](#)

GEM Availability Report (GAR):[1692706640.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1692706659.pdf](#)

Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):[1692706718.pdf](#)

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

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
As per the attached document	100	40	View File

Total Minimum Qualifying Marks for Technical Score: 40

QCBS Weightage(Technical:Financial):70:30

Presentation Venue:The date and time of presentation shall be intimated separately to the qualified bidders

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
28-08-2023 15:00:00	The pre-bid conference is scheduled to held through Video Conference. The interested bidders are requested to send an email to pv.saiteja@gov.in so that the necessary link shall be shared through email prior to the pre-bid conference.

Custom Bid For Services - Hiring Of Project Manager Sr Technical Support Engineers And Technical Support Engineers For Deployment At PFMS State Directorates And Ministries Departments (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of Project Manager Sr Technical Support Engineers and Technical Support Engineers for deployment at PFMS State Directorates and Ministries Departments
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES

Specification	Values
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Pratap Singh	110001,Public Financial Management System (PFMS), 4th Floor, Shivaji Stadium Annexe, Connaught Place, New Delhi	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

All the conditions of the bid are stipulated in the detailed terms of reference attached with this bid document. The prospective bidders are requested to go through the detailed terms of reference as attached in the bid document

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.

2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

Public Financial Management System Division

O/o Controller General of Accounts

Department of Expenditure

Ministry of Finance, Government of India

Detailed Terms of Reference for GeM Bid no.

GEM/2023/B/3860925

for

Hiring of Agency for providing Project Manager, Sr Technical Support Engineer and Technical Support Engineer for deployment at PFMS State Directorates and Ministries/Departments.

Table of Contents

Contents

1	INTRODUCTION	1
2	REQUIREMENT AND SCOPE OF WORK.....	3
3	INSTRUCTIONS TO BIDDERS	8
3.1	GENERAL TERMS AND CONDITIONS.....	8
3.1.1	OUTSOURCING OF MANPOWER AND PENALTY	8
3.1.2	PAYMENT, LEGAL OBLIGATIONS AND OTHERS	9
3.1.3	PERIOD OF CONTRACT.....	11
3.1.4	PRE-BID MEETING	12
3.2	SPECIAL TERMS AND CONDITIONS OF THE CONTRACT.....	12
4	EVALUATION PROCESS	15
4.1	PRE-QUALIFICATION (PQ) CRITERIA.....	16
4.2	TECHNICAL QUALIFICATION CRITERIA.....	18
4.3	TECHNICAL BID EVALUATION	21
4.4	FINANCIAL BID EVALUATION	21
4.5	FINAL BID EVALUATION BASED ON QCBS	22
5	TERMINATION OF CONTRACT	22
5.1	MATERIAL BREACH.....	22
5.2	FRAUD AND CORRUPTION.....	23
5.3	CONSEQUENCES OF TERMINATION	23
6	FORCE MAEJURE	24
7	SETTLEMENT OF DISPUTES	24
7.1	AMICABLE SETTLEMENT	24
7.2	ARBITRATION	24
8	INTEGRITY PACT	25
9	APPLICABLE LAW	25
10	FORMATS TO BE SUBMITTED BY BIDDERS.....	26
10.1	APPENDIX – A: FORMAT FROM CHARTERED ACCOUNTANT/STATUTORY AUDITOR FOR AVERAGE ANNUAL TURNOVER	26
10.2	APPENDIX – B: CERTIFICATE FOR MANPOWER ON PAYROLL	27
10.3	APPENDIX – C: FINANCIAL DOCUMENT INDICATING PRICE BREAK UP.....	28
10.4	APPENDIX – D: INTEGRITY PACT	29
10.5	APPENDIX – E: DATA SECURITY CERTIFICATE	33

1 INTRODUCTION

The Public Financial Management System (PFMS) is a web-based online software application developed and implemented by the Controller General of Accounts (CGA), Department of Expenditure, Ministry of Finance, Government of India (GoI). PFMS was started in 2009 with the objective of tracking funds released under all Plan schemes of GoI, and real time reporting of expenditure at all levels of Program implementation. Subsequently, the scope was enlarged to cover direct payment to beneficiaries under all Schemes. Gradually, it has been envisaged that digitization of accounts shall be achieved through PFMS and beginning with Pay & Accounts Offices payments, the O/o CGA did further value addition by bringing in more financial activities of the Government of India in the ambit of PFMS. The outputs / deliverables for the various modes / functions of PFMS include (but are not limited to):

Payment & Exchequer Control

Accounting of Receipts (Tax & Non-Tax)

Compilation of Accounts and Preparation of Fiscal Reports

Integration with Financial Management Systems of States

The primary function of PFMS today is to facilitate sound Public Financial Management System for GoI by establishing an efficient fund flow system as well as a payment cum accounting network. PFMS provides various stakeholders with a real time, reliable and meaningful management information system and an effective decision support system, as part of the Digital India initiative of GoI.

PFMS has established interface with the treasury systems of all the 28 States and the 3 Union Territories with Legislatures. This facilitates exchange of data regarding budget, allocation and expenditure against the central transfer of funds for Centrally Sponsored Schemes of the GoI.

These involve huge operational and capacity building support not only to agencies/ Departments, already working on PFMS but also to those who will be joining PFMS. These agencies/Departments are spread across the Nation in all States and Union Territories. Despite many commonalities in the governance structures, there are diverse features in all these entities. Diversity and scale of operations makes this task both challenging and exciting.

Expectations:

At PFMS, we have a team which has long experience of working in the area of public financial management in Government and usage of Information technology for improving process efficiency. The team has been involved with this challenging task and wants partnership with suitable Company/Firm/Agency which shares the same passion and energy.

It is expected that resources (as indicated in the list) will be engaged in:-

- Preparing operational plans for roll out of PFMS in Central/State and UT Governments;
- Providing operational support to PFMS Head Quarters (HQs), PFMS State Directorates (SDs) and Central Ministries/Departments in scheme implementation and roll out of PFMS;
- Support and handhold agencies using PFMS in various modules of PFMS;
- Coordinate with Department of Central Governments for capturing specific needs from the system, training needs and monitoring and evaluation of scheme implementation;
- Coordinate with Department of State Governments for capturing state specific needs from the system, training needs and monitoring and evaluation of scheme implementation;
- If required, assisting district/block level agencies in implementation of PFMS;
- Providing feedback to the development team at PFMS HQs for improvement or customization of the various modules of PFMS application;
- Providing feedback to PFMS State Directorates for such changes in the application, which can be done by SDs.

2 REQUIREMENT AND SCOPE OF WORK

Scope of work:

Work involves hand holding and providing technical support to Ministries/Departments of Government of India and State/Union Territory Governments in the roll out and implementation of PFMS. It will involve active liaison and coordination with Government departments and offices at various tiers of Governance across India. Deployed manpower is expected to provide active support to personnel employed in these offices in implementation of PFMS and new developments. It is also expected that they will provide feedback to domain and technical teams of PFMS for improvements and problem resolution.

Irrespective of level, the hired manpower must have deep understanding of various modules of PFMS application and appreciation and understanding and Public Financial Management Systems in India. PFMS will facilitate initiation of deployed manpower in PFMS.

Skill Set, Qualification and Experience

I. PROJECT MANAGER (01)

Job Expectations: - It will be a techno managerial job with expectations of steering implementation of PFMS across the country. Project Manager will be managing a large team spread across vast geographical territory. She/he will be responsible for:

- Studying/analyzing the project requirement;
- Support in the operational planning of the implementation of PFMS;
- Providing guidance to deployed project team;
- Coordinating with domain and technical teams at PFMS Head Quarters;
- Identifying and resolving common problems and potential risk issues across projects;
- HR related issues of manpower deployed for implementation;
- Designing the mechanism for tracking the progress of work-plans.
- Provide training to the agencies, departments using various modules of PFMS.

Educational Qualification: Minimum qualification expected of a Project Manager is Bachelor in Technology with Masters in Business Administration.

Experience: She/he must have a minimum of 5 years of relevant job experience. Previous experience of working in the areas of public financial management will be preferred.

II. Senior Technical Support Engineer (91)

Job Expectation: - It will be a techno managerial job with expectations of steering implementation of PFMS in the designated area of work. Senior Technical Support Engineer will be managing a team of Technical Support Engineers in the State Directorate or will be deployed in various offices of Ministry/Department of State Government. She/he will be responsible for:

- Studying/analyzing the project requirement for the designated area of work;
- Operational support to the State Directorates/Ministries/Departments where she/he is posted.
- Providing guidance to deployed project team under direct supervision
- Coordinating with Project Manager deployed at PFMS HQs and providing necessary feedback for system improvement and seeking support;
- Reporting and resolving HR related issues of manpower deployed for implementation under direct supervision

- Designing the mechanism for tracking the progress of work-plans for designated area of work.
- Provide training to the agencies, departments using various modules of PFMS.
- Any other work related to Technical as assigned by PFMS.
- Deployed manpower must be proficient in various Microsoft office IT applications such as Microsoft Excel, Microsoft Word and Microsoft PowerPoint etc.
- Capturing specific needs of the Ministries/Departments of Central/State Governments from the PFMS system and provide the same to the developing team at PFMS HQs.
- Providing feedback to the development team at PFMS HQs through the State Directorates for improvement or customization of the various modules of PFMS application.

Minimum Educational Qualification: B.Tech/M.Tech/BE/MCA/M.Sc (CS/IT);

Experience: -She/he must have a minimum of 2 years of relevant job experience. Previous experience of working in the areas of public financial management will be preferred.

III. Technical Support Engineer (195)

Job Expectation: - It will be largely a technical job with expectations of providing support in implementation of PFMS across the country. She/he will be responsible for:

- Providing support to officials of State/Central Government in implementation of PFMS;
- Assisting PFMS HQs/State Directorates in capacity building efforts;
- Coordinating with Senior Technical Support Engineer - with whom deployed to provide necessary feedback for system improvement and seeking support;
- Assist PFMS in necessary documentation and project monitoring activities;
- Deployed manpower must be proficient in various Microsoft office IT applications such as Microsoft Excel, Microsoft Word and Microsoft PowerPoint etc.
- Provide training to the agencies, departments using various modules of PFMS.
- Capturing specific needs of the Departments of State Governments from the PFMS system and provide the same to the developing team at PFMS HQs.
- Providing feedback to the development team at PFMS HQs through Senior Technical Support Engineer for improvement or customization of the various modules of PFMS application.
- Supporting the State Directorates in regard to the documentation and monitoring activities of PFMS.

Minimum Educational Qualification: B.E. /B TECH/M Sc (CS/IT)/MCA/M.Tech

Experience:- A minimum of 1 year of relevant job experience. Knowledge and proficiency in local language of the area of deployment will be preferable.

REQUIREMENT OF PROJECT MANAGER, SENIOR TECHNICAL SUPPORT ENGINEER AND TECHNICAL SUPPORT ENGINEER

Sl. No.	Designation	No. of Manpower Required
1	Project Manager	01
2	Sr Technical Support Engineer	91
3	Technical Support Engineer	195
	Total	287

LOCATION FOR PROVIDING SERVICES OF PROJECT MANAGER, SENIOR TECHNICAL SUPPORT ENGINEER AND TECHNICAL SUPPORT ENGINEER FOR PFMS

Sl. No.	Designation	No. of Manpower	Location for Providing Services
1	Project Manager	01	PFMS, New Delhi
2	Sr Technical Support Engineer	01	PFMS HQ, New Delhi
		01	Andhra Pradesh
		01	Arunachal Pradesh
		01	Assam
		01	Bihar
		01	Chhattisgarh
		01	Goa
		01	Gujarat
		01	Haryana
		01	Himachal Pradesh
		01	Jammu & Kashmir
		01	Jharkhand
		01	Karnataka
		01	Kerala
		01	Madhya Pradesh
		01	Maharashtra
		01	Manipur
		01	Meghalaya
		01	Mizoram
		01	Nagaland
		01	Odisha
		01	Punjab
		01	Rajasthan
		01	Sikkim
		01	Tamil Nadu
		01	Telangana
		01	Uttar Pradesh
		01	Uttarakhand
		01	Tripura
		01	West Bengal
		01	Andaman & Nicobar
		01	Chandigarh
		01	Dadra and Nagar Haveli
01	Daman & Diu		
01	Lakshadweep		
01	NCT Delhi		
01	Puducherry		
02	Ministry of Agriculture, New Delhi (Department of Agriculture & Family Welfare)		
01	Ministry of Agriculture, New Delhi (Department of Agriculture Research & Education)		
01	Ministry of Agriculture, New Delhi (Department of Animal Husbandry & Dairying)		

		01	Ministry of Agriculture, New Delhi (Department of Fisheries)
		01	Ministry of Chemicals & Fertilizer, New Delhi
		01	Ministry of Coal, New Delhi
		01	Ministry of Commerce & Industry, New Delhi
		01	Ministry of Electronics and Information Technology, New Delhi
		01	Ministry of Consumer Affair and Public Distribution, New Delhi
		01	Ministry of Corporate Affair, New Delhi
		01	Ministry of Culture, New Delhi
		01	Deptt. of Atomic Energy, Mumbai, Maharashtra
		01	Deptt. of Space, Bengaluru, Karnataka
		01	Development of North Eastern Region
		01	Ministry of Earth Science, New Delhi
		02	Ministry of Environment Forest and Climate Change, New Delhi
		01	Ministry of External Affair, New Delhi
		01	Ministry of Finance, New Delhi
		01	Ministry of Food Processing Industries, New Delhi
		03	Ministry of Health & Family Welfare, New Delhi
		01	Ministry of Heavy Industries & PE, New Delhi
		01	Ministry of Home Affairs, New Delhi
		02	Ministry of Education, New Delhi
		01	Ministry of Information & Broadcasting, New Delhi
		01	Ministry of Labour & Employment, New Delhi
		01	Ministry of Minority Affairs, New Delhi
		01	Ministry of New & Renewable Energy, New Delhi
		01	Ministry of PPG & P, New Delhi
		01	Ministry of Power, New Delhi
		01	Ministry of RTH, New Delhi
		03	Ministry of Rural Development, New Delhi (Department of Rural Development)
		01	Ministry of Rural Development, New Delhi (Department of Land Resources)
		01	Department of Drinking Water & Sanitation
		01	Ministry of Panchayati Raj
		02	Ministry of Science & Technology, New Delhi

		01	Ministry of Skill Development, New Delhi
		01	Ministry of Social Justice & Empowerment, New Delhi
		01	Ministry of Tourism, New Delhi
		01	Ministry of Tribal Affairs, New Delhi
		02	Ministry of Housing and Urban Affairs, New Delhi
		01	Ministry of Water Resources, New Delhi
		01	Ministry of Women & Child Development, New Delhi
		01	Ministry of Statistics and Program Implementation
		01	Ministry of Steel
		01	Ministry of Youth Affairs & Sports, New Delhi
3	Technical Support Engineer	03	Andhra Pradesh
		07	Arunachal Pradesh
		05	Assam
		08	Bihar
		10	Chhattisgarh
		01	Goa
		06	Gujarat
		04	Haryana
		09	Himachal Pradesh
		08	Jammu & Kashmir
		09	Jharkhand
		08	Karnataka
		05	Kerala
		13	Madhya Pradesh
		09	Maharashtra
		04	Manipur
		04	Meghalaya
		03	Mizoram
		05	Nagaland
		08	Odisha
		04	Punjab
		08	Rajasthan
		03	Sikkim
		06	Tamil Nadu
		04	Telangana
		14	Uttar Pradesh
		05	Uttarakhand
		03	Tripura
		04	West Bengal
		02	Andaman & Nicobar
		01	Chandigarh
		01	Daman and Diu
		02	Ladakh

		01	Lakshadweep
		06	NCT Delhi
		02	Puducherry
	Total	287	

- **The location wise deployment will be as per the above table; however, it is subject to variation depending on the requirement of PFMS for the particular location.**
- 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 vendor on the same rates, terms and conditions.
- **The concerned Joint CGA in PFMS Division may re-allocate the staff among the states on the basis of functional requirement.**

3 INSTRUCTIONS TO BIDDERS

3.1 GENERAL TERMS AND CONDITIONS

3.1.1 OUTSOURCING OF MANPOWER AND PENALTY

- For all intents and purposes, the Agency shall be the “Employer” within the meaning of different Labour Legislations in respect of outsourced manpower so employed and deployed through this bid. The persons deployed by the Agency in the PFMS HQs/State Directorates/Ministries and Departments shall not have claims of any Master and Servant relationship against PFMS. The IT resources hired through this bid must be on the payroll of the contracting firm only.
- The Agency will be responsible for compliance of all statutory provisions in vogue in respect of persons deployed by it in the PFMS.**
- PFMS will not be responsible to meet charges towards transportation, food, medical and any requirements in respect of the persons while travelling to join the concerned offices where the IT resources are deployed.
- The contractual outsourced manpower deputed through this bid shall not be changed unilaterally by the Agency under any circumstances unless there is a specific consent/request from the concerned office of the PFMS in writing.
- The respective Agency shall replace immediately any of its outsourced manpower who are found unacceptable to the PFMS because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from the concerned office of the PFMS. It will be the responsibility of the Agency to provide a suitable substitute within ten working days. **The delay in providing a suitable substitute beyond ten working days would attract a penalty @ 1% of the monthly quoted value per day per person on the Agency.** The penalty shall be computed against the monthly quoted value for the category and number of manpower for which the substitute is not provided.

- vi. Apart from the holiday schedule as detailed at section 3.2.6 of this bid document, the deployed technical resources are entitled to a maximum of 12 days leave in a calendar year i.e. one day per completed month.
- vii. The Agency will be responsible to provide a suitable substitute in the event of absence of outsourced manpower due to reasons like unauthorized absence and leaving the job due to his/her personal reasons etc. **The delay in providing a substitute beyond ten working days from the date of intimation to the agency would attract a penalty @ 1% of the monthly quoted value per day per person on the agency computable from 11th day of intimation of the same.** The penalty shall be computed against the monthly quoted value for the category and number of manpower for which the substitute is not provided.
- viii. No payment will be made to the agency in case of absence of employee beyond the permissible leave limit of 12 days in a calendar year. **Any penalty liable to be levied at clause vii above shall be separate.**
- ix. In case, the performance of the deployed resource is non-satisfactory which will be determined by the Performance Report as detailed at para 3.2.4 in this bid document, then the resource through the Nodal contact person of the agency will be advised to take corrective measures wherever required. In case, the performance of the deployed resource doesn't improve as determined by the concerned office, the agency shall be requested to provide a suitable substitute, which shall be provided within 10 working days of making such a request. **The delay in providing a substitute beyond ten working days from the date of intimation to the agency would attract a penalty @ 1% of the monthly quoted value per day per person on the agency computable from 11th day of intimation of the same.** The penalty shall be computed against the monthly quoted value for the category and number of manpower for which the substitute is not provided.
- x. The vendor shall provide a replacement/substitute well in advance if there is any probability of the person leaving the job due to his/her personal reasons. In case, there is any overlapping period for the substitute/replacement, the payment for such period shall be the responsibility of the agency.

3.1.2 PAYMENT, LEGAL OBLIGATIONS AND OTHERS

- i. The Agency shall also be liable for depositing all taxes, levies, cess etc. arising on account of service rendered by it to PFMS to concerned tax collection authorities from time to time as per extant rules and regulations on the matter. In case the Agency fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the PFMS is put to any loss/ obligation, monetary or otherwise, the PFMS will deduct the same from the monthly bills and or the Performance Bank Guarantee of the agency, to the extent of the loss or obligation in monetary terms.

- ii. The Agency shall maintain all statutory registers under the Law. The Agency shall produce the same, on demand, to the concerned authority of the PFMS or any other authority under Law. The Agency shall be required to submit such information in respect of out sourced manpower being provided to PFMS in such format in such a period as may be required by PFMS.
- iii. The Tax deduction at source (T.D.S.) shall be made as per the provisions of Income Tax Department/any other department, as amended from time to time and a certificate to this effect shall be provided to the Agency by the PFMS.
- iv. The Agency shall make regular and full payment of salaries and other payments as due to its outsourced manpower deputed under service contract and furnish necessary proof whenever required. The payment to contractual outsourced manpower by the Agency would be made on or before 7th day of the following month. In case 7th day being a holiday, monthly remuneration should be paid on the preceding working day of the month.
- v. The Agency will ensure the remittance of the salary to the contractual outsourced IT resources deployed by them in PFMS through Bank Account and **certificate from the statutory Auditor/Company Secretary/Chartered Accountant of the company stating that “the deployed resources are on the payroll of the firm and the remuneration has been paid to the deployed resources within the time as detailed in the bid”** will be furnished to the office every month along with the bills for the subsequent month. In case any grievance to this effect has been received in PFMS, the same will be scrutinized and if proved genuine, an incident will be raised on GeM portal for suitable action as per Incident Management Policy of GeM. In addition, PFMS may separately initiate suitable penal action as per their laid down norms. It is upto the liberty of PFMS to initiate the procedure to blacklist the contracting Company/Firm/Agency and may also lead to the termination of contract.
- vi. The Agency will be responsible to submit the Proof of challan /receipt issued by Regional Provident Fund Commissioner etc. for the payment made towards applicable provident fund, ESI and proof of payment towards other statutory dues (if any) for previous months along with the bills of current month. **Otherwise, a certificate from a Registered Chartered Accountant should be furnished monthly basis to the effect that all statutory requirements are complied** with in respect of staff outsourced by the Agency to PFMS. In case of any default, PFMS may deduct the dues and release the balance amount to the Agency, besides initiating penal action as per the incident management policy of GeM. PFMS shall be at liberty to terminate the contract in case of violation of statutory provisions.
- vii. The PFMS shall not be responsible for any financial loss or other injury to any person deployed by Agency in the course of their performing the functions/ duties, or for payment towards any compensation.
- viii. The persons deployed by the Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees of the PFMS during the currency and after expiry of the contract.

- ix. In case of termination of this contract on its expiry or otherwise, the persons deployed by the Agency shall not be entitled to and will have no claim for any continuation/absorption in the regular/ otherwise capacity in the PFMS. **An undertaking to this effect shall be obtained by the agency from each of the outsourced manpower who are to be deployed for PFMS** prior to engage them for such work and the same shall be submitted to PFMS.
- x. In the event of lowering of government levies subsequent to the finalization of the contract, the bidder shall automatically pass on the benefits to PFMS Division, O/o CGA, and in the event of increasing of government levies or imposition of any new tax/levy subsequent to the finalization of agreement; PFMS shall consider the case on merit and the pro-rata benefits to the Agency may be considered if full reference with documentary evidence is submitted.
- xi. The Agency shall raise the bill along with all the requisite documents as detailed in this bid document, at sections 3.1.2 (v), 3.1.2 (vi), 3.2.4, duly filled attendance sheet of the resources (vetted by the reporting officer at the place of deployment of the resource) and any other documents as specified by PFMS, O/o CGA, and submit the bill to Sr. Accounts Officer (Admn), Public Financial Management System HQs, 3rd floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi - 110001. The bills for payment shall be raised after the payment of salaries credited in the bank account of the deployed resources for the preceding month.
- xii. Other Terms and conditions of the Service Level Agreement of the relevant category in the GeM portal which are not explicitly stipulated in this document will remain valid as part of the contract.

3.1.3 PERIOD OF CONTRACT

The selected bidder will be required to accept the contract generated in GeM portal in pursuance to the terms and conditions of GeM portal. Further, no variation or modification in the terms of the agreement shall be made except by written amendment signed by both parties.

The contract shall commence on the date as prescribed in the Contract generated in GeM portal. The period of contract will be for an initial period of **three (3) years** and may be extended for one year at a time subject to a maximum period of two years. The two years extension shall be on the same terms and conditions governing the third year of the contract that is the rates quoted for the third year shall be admissible in the fourth and fifth year of the contract, if the contract is extended by PFMS on account of satisfactory services in agreement with the vendor. This extension will be purely on the basis of the administrative reasons and/or performance of the agency during the period of the contract. The PFMS, however, reserves the right to terminate the contract at any time after giving one-month notice to the selected firm. PFMS shall be free to relieve/reduce the resources deployed against the contract at any time during the period of agreement, without assigning any reason and the decision of PFMS will be binding and final on the successful bidder.

3.1.4 PRE-BID MEETING

PFMS, O/o CGA shall hold a pre-bid meeting with the prospective bidders through Video Conference on the date as specified in the GeM bid document. The bidders will be ensured sufficient opportunity for raising their queries related to the provisions of the bid document.

The bidders will have to ensure that their queries for pre-bid meeting should reach the contact person through email (as specified in the GeM bid document) before 24 hours of the scheduled pre-bid conference. Any requests for clarifications received beyond the time may not be entertained. PFMS, O/o CGA shall not be responsible for ensuring that the bidders queries have been received by it.

The queries should necessarily be submitted in the following format:

Name of the firm:				
S. No	Bid document reference(s) (Bid document section & page number)	Content of bid document requiring clarification(s)	Query/Observation/Suggestion	Justification

PFMS, O/o CGA will endeavor to provide response to all queries. However, the PFMS, O/o CGA makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does PFMS, O/o CGA undertake to answer all the queries that have been posed by the Bidders and bidders shall not assume that their unanswered queries have been accepted by PFMS, O/o CGA

At any time prior to the last date for receipt of bids, PFMS, O/o CGA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid Document by a corrigendum. The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on GeM portal in the relevant field(s) and may be emailed to all participants of the pre-bid conference.

Any such corrigendum shall be deemed to be incorporated into this bid document.

In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the PFMS, O/o CGA may, at its discretion, extend the last date for the receipt of Proposals.

3.2 SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. Conditional bids shall not be considered and will be rejected in the first instance.
2. Consortium or Joint Ventures are not allowed for participating in this bid.
3. 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.
4. 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. **Penalty as given in clause 3.1.1 (v), 3.1.1 (vii), 3.1.1 (ix) may also be levied**, if the substitute is not provided as given in respective clauses.

5. 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 to be paid by PFMS.
6. The deployed resources will follow the Holiday Schedule of PFMS, O/o CGA. However, in case of exigencies, they may be required to work on weekends/holidays, if required.
7. The contracting Company/Firm/Agency shall not indulge in malpractices like charging of registration or consultation fee or any other form of monetary acceptance from the manpower deployed in PFMS under the contract. If any such complaint is received and upon scrutiny found genuine, an incident will be raised on GeM portal for suitable action as per Incident Management Policy of GeM. In addition, PFMS may separately initiate suitable penal action as per their laid down norms. It is upto the liberty of PFMS to initiate the procedure to blacklist the contracting Company/Firm/Agency and may also lead to the termination of contract.
8. There shall be no infringement on intellectual property, copyrights etc of PFMS by the bidder. In case of any violation, suitable penal action shall be initiated. Agency shall provide an undertaking for the implementation of Data Confidentiality and privacy of the projects undertaken and shall sign a specific NDA (Non-Disclosure Agreement) with PFMS. In addition, the technical resources shall also be required to sign NDA (Non-Disclosure Agreement) with the PFMS.
9. 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.
10. PFMS will provide office space and necessary infrastructural facilities such as Office Telephone, Fax, Computer with Internet Connection, Stationary etc. Further, all relevant information & documents such as System Requirement Specifications, data, progress Reports, a roll out plan, detail of progress achieved in development of different modules of the PFMS system will be provided. PFMS strives to ensure full support and coordination of the members of IT team involved in Software Development for the PFMS portal to the deployed resources at State Directorates/Ministries/Departments. Also, if required, necessary training to the deployed resources will be imparted for effective functioning of these resources during currency of the contract.
11. **Travelling and other overhead Expenses**

Requirements:-

Work involves travel on part of Project Manager/ Senior Technical Support Engineer/ Technical Support

Engineer deployed with Ministries/ Departments of Central Government and State Directorates at the level of State Government. Travel details will be decided by PFMS on the basis of functional requirements and conveyed to deployed manpower. Deployed manpower is expected to travel as per directions issued by PFMS.

Admissible expenses while on travel:

As such travel expenses will include following expenses on:-

- Air/rail/road travel, as decided by PFMS
- Boarding and lodging expenses, while on journey;
- Local travel expenses;
- Other incidental expenses related to travel.

Basis of reimbursement

PFMS shall reimburse the amount spent on travel of the deployed manpower to vendor on a monthly basis. Expenses related to a pre-approved journey by the designated authority in PFMS will be reimbursable by PFMS. **The journeys may be performed after the approval of concerned competent authority where the resources are deployed and the reimbursement of the travel expenses will be on the actual basis by concerned competent authority where the resources are deployed.** Further, the reimbursement for hotel accommodation/guest house in respect of Project Manager shall be limited to Rs. 750/- per day and in respect of Sr. Technical Support Engineer and Technical Support Engineer shall be limited to Rs. 450/- per day. The reimbursement for food bills in respect of Project Manager shall be limited to Rs. 800/- per day and in respect of Sr. Technical Support Engineer and Technical Support Engineer shall be limited to Rs. 500/- per day.

Designation	Numbers deployed	Travel Entitlement
Project Manager (PM)	1	1. By Air – Economy 2. By Rail – II AC/Chair Car or Equivalent 3. By Road – A/C Public Transport 4. Local Transport – Taxi/Auto Rickshaw/AC Public Transport
Sr Technical Support Engineer (STSE)	91	1. By Rail – III AC/Chair Car or Equivalent 2. By Road – Public Transport 3. Local Transport – Auto Rickshaw/ Public Transport
Technical Support Engineer (TSE)	195	1. By Rail – III AC/Chair Car or Equivalent 2. By Road – Public Transport 3. Local Transport – Auto Rickshaw/ Public Transport
Total	287	

12. The contracting Company/Firm/Agency shall furnish the following documents in respect of the manpower that will be deployed in the PFMS, before the deployment.

- i. List of manpower deployed for PFMS containing full details i.e. date of birth, marital status, address etc.
 - ii. Bio-Data of the persons duly signed by himself/ herself.
 - iii. Self-attested copy of matriculation certificate containing date of birth.
 - iv. Self-attested copy of Qualifications as specified in the tender document.
 - v. Attested character certificate for verifying antecedents of the deployed resource. Vendor will also carry out background check of all persons assigned to PFMS.
13. The successful bidder shall sign the Data Security Certificate as per Format stipulated at section 10.5 after placement of the contract in GeM portal and before deployment of the resources at respective locations as stipulated in the detailed terms of reference.

4 EVALUATION PROCESS

- a. Each of the responses shall be evaluated as per the criteria and requirements specified in this bid document.
- b. The Proposal should be filled by the Bidder in the English language only. If any supporting documents submitted are in any language other than English, translation of the same in the English language is to be duly attested by the Bidders. For purposes of Proposal evaluation, the English translation shall prevail. Information supplied in another language without proper translation shall not be considered for evaluation
- c. The PFMS, O/o CGA will constitute a committee to evaluate the responses of the Bidders (Tender Evaluation Committee).
- d. The Tender Technical Evaluation Committee constituted by the PFMS, O/o CGA shall evaluate the responses to the bid and all supporting documents / documentary evidence. Inability of a Bidder to submit requisite supporting documents / documentary evidence within a reasonable time (as determined by the PFMS, O/o CGA) provided to it, may lead to the Bidder's Proposal being declared non-responsive.
- e. TEC while evaluating the Technical Bids shall have no access to the Financial Bids until the technical evaluation is concluded and the competent authority reserve the right to accept or reject the recommendations of TEC.
- f. The decision of the PFMS, O/o CGA in the evaluation of responses to the bid shall be final.
- g. The Tender Evaluation Committee reserves the right to reject any or all Proposals on the basis of any deviations contained in them.

4.1 PRE-QUALIFICATION (PQ) CRITERIA

Bids are invited through GeM portal from experienced and reputed Indian companies/firms who fulfil pre-qualification criteria as specified in the table below.

In case the Bidder does not meet any one of the conditions as per the below pre-qualification criteria, the bid of the firm will be treated as non-responsive and the bid will be disqualified. The bidder needs to provide supporting documents for each criterion. All the bidders need to submit relevant documents.

The Pre-qualification criteria for the instant bid is as follows:

S No	Basic Requirement	Specific Requirement	Documents Required
1.	EMD [#]	Bidder must submit EMD of Rs 1,09,72,584/- (Rupees One Crore Nine Lakhs Seventy-Two Thousand Five Hundred Eighty-Four Only) in any of the acceptable format as per amended rule 170 of GFR 2017	Account Payee Demand Draft (DD) or Fixed Deposit Receipt or Bankers Cheque or Bank Guarantee from any commercial banks or Insurance Surety Bonds
2.	Power of Attorney	Board resolution or power of attorney in the name of an Authorized Signatory of the Bidder stating that he is authorized to execute documents and to undertake any activity associated with the Bidder's Proposal	Notarized copy of Board Resolution or Power of Attorney in the name of the Authorized signatory
3.	Legal Entity	The following Indian Firms are allowed to participate in the bid process: <ol style="list-style-type: none"> I. Companies registered under Companies Act 1956 or 2013 II. Partnership firms registered under Limited Liability Partnerships (registered under LLP Act,2008) III. Partnership firms registered under Indian Partnership Act, 1932 IV. Any other firm constituted/registered as per the regulations and laws under the Government of India. <p>Note: Consortiums or Joint Ventures are not allowed participate</p>	Certificate of Incorporation Registration Certificates (Copy of the certificate to be legible showing the CIN number clearly)
4.	Statutory Tax Registrations	The Bidder should have: <ol style="list-style-type: none"> I. Valid PAN Number II. Valid GST Number III. Valid EPFO registration number IV. Valid ESIC registration number 	Copy of PAN Card Copy of GST Registration Certificate Copy of EPFO registration certificate Copy of ESIC registration certificate

S No	Basic Requirement	Specific Requirement	Documents Required
5.	Average Annual Turnover from Information Technology related Services [#]	<p>The Bidder must have an average annual turnover in the last three financial years (F.Y. 2019-20, 2020-21 and 2021-22 respectively) from Information Technology related services of not less than INR 100 crores.</p> <p>Note: The turnover should include the turnover from providing the services relating to Information Technology. It must exclude the revenue generated from sale of hardware and software licenses. The turnover should also exclude outsourced manpower such as DEOs, MTS, Security Guards, non-IT outsourced resources etc</p>	Certificate from the statutory auditor or a Chartered Accountant – Appendix A.
6.	Net worth Requirements [#]	The Bidder should have positive net worth in each of three preceding financial years i.e., (F.Y. 2019-20, 2020-21 and 2021-22)	Company Secretaries or a Chartered Accountant's Certificate mentioning Net-Worth
7.	Profit Requirements [#]	Average net Profit (i.e., Profit after tax) of the last three preceding Financial Years (i.e., FY 2019-20, 2020-21 and 2021-22) should be positive for the participating bidder.	Company Secretaries or a Chartered Accountant's Certificate mentioning Net-Profit
8.	Blacklisting and Debarment	<p>The Bidder shall not be under a declaration of ineligibility / banned / blacklisted by any Central Government department or institution/PSU/Autonomous Bodies in India for any reason as on the last date of submission of the Bid or convicted of economic offence in India for any reason as on the last date of submission of the Bid.</p> <p>Also, the Bidder should have not been convicted/ debarred Under the Prevention of Corruption Act, 1988; OR</p> <p>The Indian Penal Code OR</p> <p>Any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. The bidder must not be under the debarred list as per GFR 2017, Rule 151</p>	A Self Certified letter
9.	Experience with Government [#]	<p>Bidder should have directly provided the IT technical resources of similar nature to Indian Public Sector organizations / central or state ministries / departments / public sector undertakings / Autonomous Bodies in the last 3 years.</p> <p>Both ongoing as well as completed projects are relevant</p>	<p>Work order and completion certificates from the client;</p> <p>In case of Ongoing projects, Work order and a letter from the client about the satisfactory compliance till date may be provided.</p>

S No	Basic Requirement	Specific Requirement	Documents Required
		Note: Contracts related to the outsourcing of manpower on minimum wages such as DEOs, MTS, Security Guards, non-IT outsourced resources etc will not be considered for this criterion	
10.	Past Performance Criteria [#]	The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Autonomous Bodies.	Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.
11.	Manpower Strength	The bidder must have on its pay rolls a minimum of 750 qualified personnel as per the bid document as on bid ending date working in the similar services of implementation and technical support for any organisation.	Certificate from the Company Secretary of the company/Statutory Auditor/Chartered Accountant in the format as prescribed at Appendix-B

[#]These PQ requirements are exempted for Startups and MSEs. The Bidder must submit appropriate documents to seek exemption from PQ.

4.2 TECHNICAL QUALIFICATION CRITERIA

Bidders who meet the pre-qualifications/eligibility requirements as on the last date of bid submission would be considered as qualified for Technical evaluations.

The following table provides the scoring model for technical evaluation:

Technical Evaluation Model			
No.	Evaluation Criteria	Sub-criteria	Marks
1	Experience with Government*	<p>Bidder should have directly provided the IT technical resources to Indian Public Sector organizations / Central or State Ministries / Departments / Public Sector Undertakings / Autonomous Bodies in the last 3 financial years (FY 2019-20, 2020-21 and 2021-22). The bidder is required to submit all the relevant work order copies that are executed in the last 3 financial years (FY 2019-20, 2020-21 and 2021-22) along with the satisfactory completion certificate (in case of ongoing projects – a letter from the department stating that the services are satisfactory till date) for obtaining the scoring against this criterion.</p> <p>The bidder with highest value after combining the values of all the orders (as provided by the bidder) of Indian Public Sector organizations / Central or State Ministries / Departments / Public Sector Undertakings / Autonomous Bodies to supply IT manpower will be awarded maximum points against the criteria and accordingly, the other bidders will be awarded in a proportionate manner, subject to the minimum of 5 marks for</p>	20 marks

Technical Evaluation Model			
No.	Evaluation Criteria	Sub-criteria	Marks
		<p>the bidder. The indicative formula for this criterion is as follows:</p> $\text{Score for experience with Govt.} = \frac{S_n}{H_n} \times 20$ <p>S_n= Total value of the work orders of providing IT Technical resources to Indian Public Sector organizations / central or state ministries / departments / public sector undertakings executed in the last three Financial Year (s) by the firm.</p> <p>H_n=The total value of the firm with highest amount of work orders with details as mentioned above.</p> <p>Note-1: Value of Work Order will be considered as inclusive of all taxes Note-2: In case of multi-year tenures, the contract value for the period of three Financial years (FY 2018-19, 2019-20 and 2020-21) will only be considered during the evaluation process. Note-3: In case of resultant single responsive bidder situation during the technical evaluation, the value of S_n indicated in the formula above shall be equal to the value of H_n and therefore, total marks shall be awarded to the firm.</p>	
2	Business Operation (no. of years providing similar services) *	<p>The Bidder should have a minimum of three years' experience in supplying technical (Information Technology) manpower to Central/ State Govt. Departments/ Public Sector Undertakings / Autonomous Bodies.</p> <p>The bidder required to submit all the work order copies of similar nature for obtaining the scoring against this criterion. (The number of years in business operation will be ascertained from the period of the contract specified in each work order)</p> <p>Scoring Criteria: For 3 years of experience: 2 marks > 3 years of experience and Less than or equal to 5 years of experience: 3 marks > 5 years of experience and Less than or equal to 7 years of experience: 4 marks > 7 years of experience: 5 marks</p>	5 marks
3	Average Annual Turnover from Information Technology related services*	<p>Average annual turnover from Information Technology related services in the last three financial years (F.Y. 2019-20, 2020-21 and 2021-22).</p> <p>The turnover should include the turnover from providing the services relating to Information Technology. It must exclude the revenue generated from sale of hardware and software licenses. The turnover should also exclude outsourced manpower such as DEOs, MTS, Security Guards, non-IT outsourced resources etc.</p> <p>The bidder shall submit a certificate from the statutory auditor / chartered account to prove financial capacity specifying the turnover in the format as provided at Appendix – A.</p>	15 marks

Technical Evaluation Model			
No.	Evaluation Criteria	Sub-criteria	Marks
		<p>The marks shall be awarded as follows:</p> <p>For 100 Crores - 7 marks More than 100 Crores and less than or equal to 250 Crores - 9 marks More than 250 Crores and less than or equal to 400 Crores - 12 marks More than 400 Crores - 15 marks</p>	
4	Profit*	<p>Average net Profit (i.e., Profit after tax) of the last three preceding Financial Years (i.e., FY 2019-20, 2020-21 and 2021-22) should be positive for the participating bidder.</p> <p>The marks will be awarded as follows:</p> <p>More than zero net profit and less than or equal to 5 Crores Net Profit – 5 Marks More than 5 Crores Net Profit and less than or equal to 10 Crores Net Profit – 7 Marks More than 10 Crores Net Profit – 10 Marks</p>	10 Marks
5	Manpower Strength	<p>The bidder must have on its pay rolls a minimum of 750 qualified personnel as per the bid document as on bid ending date working in the similar services of implementation and technical support for any organisation.</p> <p>Certificate from the Company Secretary of the company/Statutory Auditor/Chartered Accountant in the format as prescribed at Appendix-B.</p> <p>The marks will be awarded as follows. The number is for qualified personnel as per the bid document:</p> <p>For 750 personnel - 5 marks More than 750 personnel and less than or equal to 1000 personnel - 10 marks More than 1000 personnel and less than or equal to 1250 personnel - 15 marks More than 1250 personnel - 20 marks</p>	20 Marks
6	Approach and Methodology	<p>Quality of the approach and methodology submitted as part of the technical bid including understanding of context / objective, proposed methodology and proposed work plan.</p> <p>The bidder needs to upload the copy of presentation along with the bid document. Moreover, the participating bidders will be intimated about the venue and time for presentation through email as provided in the bid document.</p> <p>Bidders are required to clearly specify in the presentation on understanding of the requirements and the plan for deployment of resources. The below is the minimum required points to be covered in the presentation</p> <ol style="list-style-type: none"> i. Brief on experience related to the Scope of Work. ii. Plan for training to the deployed resources iii. The capacity of the company to deploy the existing manpower at the selected locations iv. Policy of the company to ensure the quality of manpower to be deployed. v. Plan for recruitment of the resources and timelines thereof. vi. Plan for monitoring the resources. vii. Brief on company's policy for handling the grievances and complaints for the employees. 	30 Marks

Technical Evaluation Model			
No.	Evaluation Criteria	Sub-criteria	Marks
		<p>The date and time of presentation shall be intimated separately.</p> <p>All the members of the Technical Evaluation Committee will be present in the presentation and each member shall allot the marks to each bidder individually against the marks allotted to this section. An average of all the individual marks will be taken for final allocation of the marks to the bidder</p>	

***Firms claiming exemption on the basis of MSE/Startups will be awarded minimum marks in each criterion.**

The minimum technical score required to qualify for financial bid evaluation is 40 points out of 100.

4.3 TECHNICAL BID EVALUATION

Each Technical Bid will be assigned a technical score (Tb) out of a maximum of 100 points by adding the marks against each of the evaluation criteria as defined in para 4.2. Bidders with technical score of 40 and above will qualify for the evaluation in the commercial process.

4.4 FINANCIAL BID EVALUATION

- (i) The Commercial bids of only those bidders who qualify in the technical evaluation will be opened. All other Commercial bids will not be opened.
- (ii) The commercials should be quoted by the prospective bidders in the GeM portal as a lump sum at appropriate place while submitting their bid and shall include all the incidental costs as per the terms and conditions of this bid document.
- (iii) The price quoted in the bid must be firm and final.
- (iv) The price quoted in the financial bid should be **inclusive of all applicable taxes**.
- (v) The bidder has to submit the financial document indicating price break up at appropriate place in GeM portal in the format as provided at Appendix C. *As per the GeM portal, the price break up as provided in the PDF upload by the service provider shall not be a part of evaluation. However, the PDF document uploaded by the bidder will be considered as part of the contract.*
- (vi) The Commercial bids of the technically qualified bidders will be evaluated as per the standard evaluation criteria in the GeM portal. Indicative method of calculation followed by the GeM portal is as follows:
- (vii) The lowest evaluated Financial Proposal (Fmin) will be given the maximum financial score (Fn) of 100 points. The financial scores (Fn) of the other Financial Proposals will be computed as per formula for determining the financial scores given below:

$$F_n = 100 \times F_{min} / F_b, \text{ where,}$$

#Fn= normalized finance score for the bidder under consideration

#Fb= the total cost quoted by the bidder under consideration

#Fmin= the total cost quoted by the L1 (bidder with lowest total cost)

4.5 FINAL BID EVALUATION BASED ON QCBS

- (i) The Final Composite Score shall be computed by the GeM portal for each firm by assigning 70% weightage to the Technical Score (Tn) and 30% weightage to Financial Score (Fn).
- (ii) The GeM portal displays the position wise list indicating the final position of the bidder and the work will be awarded to the bidder who attains the maximum composite score in the evaluation.
- (iii) The selected bidder has to deploy the resources from the start date as specified in the GeM contract.

5 TERMINATION OF CONTRACT

PFMS may terminate this Work Order by giving the Agency a 30 (Thirty) days prior and written notice indicating its intention to terminate the Contract under the following circumstances:

- a) PFMS is of the opinion that there has been such event of default on the part of the Agency which would make it proper and necessary to terminate this Contract and may include failure on the part of the Agency to respect any of its commitments with regard to any part of its obligations under this Contract.
- b) The Agency has failed to commence the provision of Services or has without any lawful excuse under these conditions suspended the work for 30 consecutive days.
- c) The Agency has neglected or failed to observe and perform all or any of the term's acts, matters or things under this Contract to be observed and performed by it.
- d) The Agency has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of PFMS.
- e) The Agency has been declared insolvent / bankrupt.
- f) If the agency is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture- holders to appoint a Receiver, Liquidator or Manager.

5.1 MATERIAL BREACH

In case of any material breach PFMS have right to terminate the contract. The material breach can be subjected if

- a) If the Service Provider is not able to deliver the services as per the SERVICE LEVELS defined in RFP which translates into Material Breach, then the Purchaser may serve 30 days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the Purchaser will have the option to terminate the Agreement. Further, the Purchaser may offer a reasonable opportunity to the Service Provider to explain the circumstances leading to such a breach.
- b) If the Service Provider, in the reasonable judgement of the PFMS, has engaged in fraudulent and corrupt practices (detailed in section 5.2) or acted with mala-fide intentions in competing for or in execution of the Contract.

5.2 FRAUD AND CORRUPTION

PFMS requires that the applicant (agencies) engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s)/work order(s). PFMS will reject the bid document, if the applicant (agency) recommended for contract, has been determined by PFMS to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. These terms are defined as follows:

- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of PFMS or any personnel during the tenure of contract.
- b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to PFMS, and includes collusive practice among applicants (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive PFMS of the benefits of free and open competition.
- c) "Unfair trade practices" means supply of services different from what is ordered on or change in the Scope of Work which was agreed to.
- d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of contract.
- e) "Collusive practices" means a scheme or arrangement between two or more applicants with or without the knowledge of the PFMS, designed to establish prices at artificial, non-competitive levels.

PFMS will reject an application for award, if it determines that the applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any work assigned during the period of the contract.

5.3 CONSEQUENCES OF TERMINATION

- a) PFMS shall have the right to carry out the unexecuted portion of work either by itself or through selecting other agencies.
- b) In the event of termination of this Contract, shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Agency shall be obliged to comply with.
- c) In the event that the termination of this Contract is due to the expiry of the Term of this Contract, a decision not to grant any (further) extension by PFMS, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the Agency, the Agency herein shall be obliged to provide all such assistance to the successor, or any other person as may be required by PFMS.
- d) Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Agency or due to the fact that the survival of the Agency as an independent corporate entity is threatened / has ceased, PFMS shall pay the Agency for that part of the Services which have been authorized by PFMS and satisfactorily performed by the Agency up to the date of termination. Without prejudice any other rights, PFMS may retain such amounts from the payment due and payable by PFMS to the Agency as may be required to offset any losses caused to PFMS as a result of any act/ omissions of the Agency.
- e) PFMS may take possession of the works and all deliverables of the Agency and use or employ the same for completion of the work or employ any other Agency or other person or persons to complete the works. The Agency shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other Agencies or other persons employed for completing and finishing or using such deliverables.

- f) When the Contract is terminated by PFMS for all or any of the reasons mentioned above, the Agency shall not have any right to claim compensation on account of such termination.

6 FORCE MAEJURE

If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract is prevented or delayed by reasons beyond the control of a party such as war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, natural calamities, lockouts, acts of state or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof, neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provided further, that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 60 days, PFMS may at its option, terminate the contract. Neither Party shall be liable for any failure or delay in the performance of its obligations under the contract or Work Orders hereunder to the extent such failure or delay or both is caused, directly, without fault by such Party, by reason of such event. PFMS shall however, be responsible to pay the Agency for the services successfully rendered to the satisfaction of PFMS under the work orders/ purchase orders issued pursuant to the contract.

7 SETTLEMENT OF DISPUTES

7.1 AMICABLE SETTLEMENT

The Bidder and PFMS shall endeavor their best to amicably settle, by direct negotiation, all disputes arising out of or in connection with the contract.

Performance of the contract is governed by the terms & conditions of bid document, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, para 7.2 shall become applicable.

7.2 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.

Arbitration proceedings shall be held in India at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

8 INTEGRITY PACT

All the bidders shall submit the Integrity Pact agreement. Bidder shall upload scanned copies of the Integrity Pact agreement (Appendix D) in GeM portal along with the bid document, without which the bid shall be rejected.

9 APPLICABLE LAW

The work-order awarded through GeM for this contract will be governed by the laws and procedures established by the Govt. of India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All disputes in this connection shall be settled in New Delhi jurisdiction only.

10 FORMATS TO BE SUBMITTED BY BIDDERS

10.1 APPENDIX – A: FORMAT FROM CHARTERED ACCOUNTANT/STATUTORY AUDITOR FOR AVERAGE ANNUAL TURNOVER

CERTIFICATE

The firm <name of the firm> having its address <address of the firm> is engaged in the business of Information Technology related services. The turnover of the <name of the firm> for last three FY years are as under

S. No.	Financial Year	Total Turnover (Rs)	Turnover from Information Technology Related Services* (Rs)	Net worth (Rs)	Net Profit (Rs)
1	FY 2021-22				
2	FY 2020-21				
3	FY 2019-20				

Sign of Company Secretary of the company/Statutory Auditor/Chartered Accountant

Seal mentioning the registration number

Place:

Date:

*The turnover from Information Technology related Services should include the turnover from providing the services relating to Information Technology. It must exclude the revenue generated from sale of hardware and software licenses. The turnover should also exclude outsourced manpower such as DEOs, MTS, Security Guards, non-IT outsourced resources etc

10.2 APPENDIX – B: CERTIFICATE FOR MANPOWER ON PAYROLL

CERTIFICATE

I hereby declare that <name of the firm> has <number of employees> on the payroll as on date of submission of bid for the bid bearing no. <GeM Bid number>. Out of which, <number of resources to be declared by the bidder> are technically qualified IT professionals working on its payroll as on date of submission of the bid bearing no. <GeM Bid number>.

Sign of Company Secretary of the company/Statutory Auditor/Chartered Accountant

Seal mentioning the registration number

Place:

Date:

10.3 APPENDIX – C: FINANCIAL DOCUMENT INDICATING PRICE BREAK UP

FORMAT for FINANCIAL DOCUMENT INDICATING PRICE BREAKUP (To be filled on the letterhead of the organization)

Name of the Firm:										
Applicable Taxes and their Rate in Percentage:										
S. No.	Description	No. of manpower	Unit Rate per month in 1 st year (in Rs)	Annual Increment (in %)	Unit Rate per month in 2 nd year (in Rs.)	Annual Increment (in %)	Unit Rate per month in 3 rd year (in Rs.)	Total Amount for three years (in Rs.)	Taxes as applicable (in Rs.)	Total including taxes for 3 years (in Rs.)
		(A)	(B)	(C)	(D)	(E)	(F)	(G)^	(H)	(J) = (G) + (H)
1	Project Manager	1								
2	Sr Tech Support Engineer	91								
3	Technical Support Engineer	195								
GRAND TOTAL										
(S. No. 1 + S. No. 2 + S. No. 3 of column J)										
^G = [(A) * (B) + (A) * (D) + (A) * (F)]										

NOTE:

1. The total cost of services to be quoted on GeM are inclusive of all applicable taxes
2. 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 the supporting documents as specified in the section 3.1.2 (ix) of the detailed terms of reference for the instant contract.
3. The bidder should quote the Grand total value in the GeM portal for providing 287 resources against this bid as a lump sum at appropriate place while submitting their bid and shall include all the incidental costs as per the terms and conditions of this bid document.

Sign of the authorized signatory of the firm

Seal of the firm

Place:

Date:

10.4 APPENDIX – D: INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

General

1. Whereas the President of India, acting through the Joint Controller General of Accounts, Office of the Controller General of Accounts, Department of Expenditure, Ministry of Finance, Government of India, hereinafter referred to as Purchaser and the first party, proposes to provide technical resources for "Public Financial Management System, O/o CGA", herein after referred to as Purchaser, and M/s _____, represented by, _____ <<Designation>> (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), herein after referred to as the Bidder/Seller and the second party, is willing to offer/has offered the Purchaser
2. Whereas the Bidder is a private company/public company/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the Purchaser is PFMS, Office of Controller General of Accounts performing its duty on behalf of GoI.

Objectives

1. Now, therefore, the Purchaser and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
 - a. Enabling the Purchaser to implement the desired Project at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and
 - b. Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Purchaser will commit to prevent corruption, in any form, by their officials by following transparent procedures

Commitments of the Purchaser

1. The Purchaser commits itself to the following:

The Purchaser undertakes that no official of the Purchaser, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

The Purchaser will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

All the officials of the Purchaser will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Purchaser with full and verifiable facts and the same is prima facie found to be correct by the Purchaser, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Purchaser and such a person shall be debarred from further

dealings related to the contract process. In such a case while an enquiry is being conducted by the Purchaser the proceedings under the contract would not be stalled.

Commitments of Bidders

1. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:
 - a. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Purchaser, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
 - b. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Purchaser or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or forbearing to show favour or dis-favour to any person in relation to the Contract or any other Contract with the Government.
 - c. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - d. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - e. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
 - f. The Bidders shall establish a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.
2. Previous Transgression
 - a. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.
 - b. If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
3. Sanctions for Violation
 - a. Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Purchaser to take all or any one of the following actions, wherever required:
 - i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
 - ii. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

- iii. The Performance Bank Guarantee/Earnest Money shall stand forfeited either fully or partially, as decided by the Purchaser and the Purchaser shall not be required to assign any reason therefore.
 - iv. To recover all sums already paid by the Purchaser, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing RBI Bank Rate.
 - v. To encash the Earnest Money and Performance Bank Guarantee if furnished by the Bidder, in order to recover the payments, already made by the Purchaser, along with interest.
 - vi. To cancel all or any other Contracts with the Bidder.
 - vii. To debar the Bidder from entering into any bid from the Government for India for a minimum period of five years, which may be further extended at the discretion of the Purchaser.
 - viii. To recover all sums paid in violation of this Pact by Bidder to any middleman or agent or broker with a view to securing the contract.
 - ix. If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Purchaser, or alternatively, if any close relative of an officer of the Purchaser has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filling the tender. Any failure to disclose the interest involved shall entitle the Purchaser to rescind the contract without payment of any compensation to the Bidder.
 - x. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or stepson or stepdaughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
 - xi. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Purchaser, and if he does so, the Purchaser shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Purchaser resulting from such rescission and the Purchaser shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
 - xii. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Purchaser with the Bidder, the same shall not be opened.
4. The decision of the Purchaser to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact. Fall Clause
- a. The Bidder undertakes that he has not supplied/is not supplying the similar services at a price lower than that offered in the present bid in last 2 Years (from the date of bid submission) in respect of any other of any other project of similar size Ministry/Department of the Government of India and if it is found at any stage that the similar system of sub-system was supplied by the Bidder to any other Ministry / Department of the Government of India at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Purchaser, if the contract has already been concluded.
 - b. The Bidder shall accord the most favoured customer treatment to the Purchaser in respect of all matters pertaining to the present case
5. Examination of Book of Records

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Purchaser or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

6. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Purchaser i.e. New Delhi.

7. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

8. Validity

The validity of this Integrity Pact shall be from date of its signing and extend up to the complete execution of the contract to the satisfaction of both the Purchaser and the Bidder/Seller, whichever is later.

Should one or several provisions of this pact turnout to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

The Parties hereby sign this Integrity Pact at ____ on ____.

PURCHASER

BIDDER

Witness

1.

1.

2.

2.

*****END OF DOCUMENT*****

10.5 APPENDIX – E: DATA SECURITY CERTIFICATE

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

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

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

Signature of the authorized representative of the successful bidder

Name:

Date:

Address:

Signature & Address of the witness:

(1)

(2)