



GOVERNEMENT OF INDIA
Ministry of Finance
Department of Expenditure
Controller General of Accounts
Public Financial Management System
Shivaji Stadium Annexe Building
Shaheed Bhagat Singh Marg
New Delhi –110001

TENDER DOCUMENT FOR
HIRING OF
PROJECT MANAGERS AND OPERATIONAL MANAGERS
FOR THE UNIVERSAL ROLLOUT
OF
PUBLIC FINANCIAL MANAGEMENT SYSTEM
(PFMS)

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Shivaji Stadium Annexe Building
Shaheed Bhagat Singh Marg
New Delhi – 110001
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1. SCHEDULE OF TENDER DOCUMENT

**Hiring of Project Managers and Operational Managers for the universal rollout of
Public Financial Management System (PFMS).**

S. No.	Particulars	Date & Time
1.	Tender No.	C-13015(427)/MFCGA/PFMS/PMs and OMs/2017-18/11231 dated 13.02.2018.
2.	Date of issue of tender document	15.02.2018 (09:00 AM)
3.	Last date & time of submission of tender documents along with Demand Draft / Bankers' Cheque	08.03.2018 (till 01:00 PM)
4.	Pre-bid meeting	27.02.2018 (03:00PM)
5.	Date & time for opening of tender document	08.03.2018 (03:30 PM)
i)	Technical Bids	08.03.2018 (03:30 PM)
ii)	Financial Bids of eligible tenderers	To be intimated later
6.	Estimated Cost	Rs. 45,00,00,000/-
7.	Tender Cost	Rs. 5000/-

No. C-13015(427)/MFCGA/PFMS/PMs and OMs/2017-18/11231

GOVERNMENT OF INDIA
MINISTRY OF FINANCE
DEPARTMENT OF EXPENDITURE
CONTROLLER GENERAL OF ACCOUNTS
PUBLIC FINANCIAL MANAGEMENT SYSTEM

3rd Floor, Shivaji Stadium Annexe,
Shaheed Bhagat Singh Marg, New Delhi-110001.
Dated: 13.02.2018

2. NOTICE INVITING TENDER (NIT)

Tender Notice No. C-13015(427)/MF.CGA/PFMS/PMs and OMs/2017-18/11231

Date: - 13.02.2018

Name of Work: Hiring of Project Managers and Operational Managers for the universal rollout of PFMS.

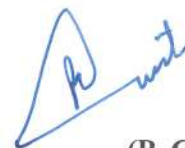
Approximate Estimated Cost:-**Rs.45, 00, 00,000/-**-(Rupees Forty Five Crore Only)

Tender Cost:-Rs.5000/-

Contract period:-Two Years

On behalf of The President of India, Public Financial Management System (PFMS), O/o Controller General of Accounts (CGA), D/o Expenditure, M/o Finance invites open tender under Two Bid System i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies/Firms/Agencies. The bids are for providing qualified, experienced and competent Project Managers and Operational Managers to PFMS, Controller General of Accounts for a period of two years, **for the universal roll out of PFMS across all Ministries/Departments and States/UTs covering all the Central Sector (CS) and Centrally Sponsored Schemes (CSS) for fund transfer, PFMS-State Treasury Integration, Fund Flow Monitoring and DBT implementation of PFMS.** The contract will be governed by the terms and conditions as mentioned in the tender document and will be subject to quarterly performance review. Contract may also be terminated before contract period, if resources are not made available in time or their levels of skills are found to be unsatisfactory or for any other functional exigencies. At the stage of evaluation, if two or more vendors score the same marks after the final evaluation, the contract will be awarded to vendors who score higher in technical bid.

Tender document can be downloaded from website <https://eprocure.gov.in/epublish/app>, www.cga.nic.in and www.finmin.nic.in. Detailed Terms & Conditions are given in the Tender Document. Bids are invited from eligible agencies along with Earnest Money Deposit of **Rs. 1,12,50,000/- (Rupees One Crore Twelve Lakh Fifty Thousand Only)** which should be submitted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks in an acceptable form drawn in favour of Pay and Accounts Officer, O/o CGA, New Delhi payable at New Delhi. A Demand Draft / Banker Cheque of Rs.5000/- (Rupees Five Thousand Only) towards non-refundable tender cost in favour of "Pay and Accounts Officer, O/o CGA, New Delhi" payable at New Delhi is to be submitted at the time of submitting the tender in a separate envelope duly marked "Tender Cost". The bids along with Demand Draft/ Banker's Cheque should be submitted to Sr. Accounts Officer (Major Procurement Section), PFMS, O/o CGA, 3rd Floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi 110001 on or before 13.00 hours dated **08.03.2018**. Tender (Technical bids) will be opened on the same day at 3.30 PM in the presence of authorized representatives in the meeting room of PFMS at Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi 110001. PFMS reserves the right to accept or reject a tender without assigning any reason.



(P. C. Gupta)
Assistant Controller of Accounts
Ph:- 23343860 Ext.:- 317

GOVERNMENT OF INDIA
MINISTRY OF FINANCE
DEPARTMENT OF EXPENDITURE
CONTROLLER GENERAL OF ACCOUNTS
PUBLIC FINANCIAL MANAGEMENT SYSTEM

3rd Floor, Shivaji Stadium Annexe,
Shaheed Bhagat Singh Marg, New Delhi-110001.

Dated:-13.02.2018

TENDER NOTICE

For Hiring of Project Managers and Operational Managers for PFMS

Sealed Tenders are invited by PFMS, O/o CGA, Department of Expenditure, Ministry of Finance from reputed, experienced and financially sound Companies/Firms/Agencies for providing Senior Project Manager/Project Manager/Operational Managers under **two bid systems i.e. comprising of Part-I: Technical Bid and Part-II: Financial Bid** to Public Financial Management System (PFMS), Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi. The contract will be a period of two years. The quantum of requirement of Project Managers and Operational Managers is as under; but may undergo a change in future as per the requirements of the Department at a particular point of time:

NO. OF PROJECT MANAGERS AND OPERATIONAL MANAGERS REQUIRED

Sl. No.	Designation	No. of Manpower Required
1	Sr. Project Manager	01
2	Project Manager	77
3	Operational Manager	254
	Total	332

- I. The tender documents can be downloaded from the website www.cga.nic.in, <https://eprocure.gov.in/epublish/app> and www.finmin.nic.in from **15.02.2018 to 08.03.2018** (upto 1:00 PM).
- II. A Demand Draft / Banker's Cheque for Rs.5000/- (Rupees Five Thousand Only) towards non-refundable tender cost drawn in favor of "Pay and Accounts Officer, O/o CGA, New Delhi" payable at New Delhi is to be submitted at the time of submitting the tender in a separate envelope duly marked "Tender Cost". Tender document will not be accepted after the expiry of stipulated date and time or without Tender Cost under any circumstances.
- III. The Earnest Money Deposit (EMD) of **Rs.1,12,50,000/- (Rupees One Crore Twelve Lakh Fifty Thousand Only)** in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks in an acceptable form drawn in favour of **Pay & Accounts Officer, O/o CGA, New Delhi** also has to be submitted with Tender documents to the Sr. Accounts Officer (Major Procurement Section), PFMS upto last date and time of submission of bids.
- IV. The **Technical Bids** will be opened on **08.03.2018** at 3.30 PM at Meeting Hall, 3rd Floor, PFMS, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi. The tenderers or their authorized representatives may remain present at the time of opening of Technical Bid at PFMS, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg New Delhi. In the

first instance, the Technical Bids will be evaluated by the Tender Evaluation Committee (TEC) constituted for the purpose by PFMS. Financial bids of technically qualified, eligible bidders only shall be opened at PFMS, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi on a date, time which shall be informed to bidders who are found to be technically qualified.

- V. The successful tenderer will have to deposit Performance Security Deposit (PSD) irrespective of status of Company/Firm/Agency - equal to 5% of the value of the contract in the form of Bank Guarantee/Fixed Deposit Receipt (FDR)/ Banker's Cheque/Demand Draft made in the name of the vendor and hypothecated to the **PAO, Office of CGA, Ministry of Finance, Maha Lekha Niyantrak Bhawan, E-Block, GPO Complex, INA, New Delhi-110023** covering the entire period of the contract. The Performance Security Deposit should remain valid for a period of **60 Days** beyond the stipulated date for completion of the contract. In case, the contract is further extended beyond the initial period, a revised Performance Security Deposit of 5% of the value of contract will have to be submitted for the contract value within two weeks of communication of decision in this regard to the Company/Firm/Agency.
- VI. The Authority reserves the right to accept/reject the tender at any time or to amend/withdraw any of the terms and conditions contained in the Tender Document, without assigning any reason, thereof.
- VII. Conditional bids shall not be considered and will be out rightly rejected.
- VIII. **Pre-bid meeting:** To bring all vendors at par, a pre bid meeting will be held at PFMS, 4th Floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi-110001 at **3:00 PM on 27.02.2018**. For the purpose of pre-bid meeting, vendors are advised to submit their queries/questions at least two days before the scheduled date & time of the pre-bid meeting through e-mail or to Sr. AO (Major Procurement Section), PFMS, New Delhi. All vendors should attend this meeting. A maximum of two representatives of a Company/Firm/Agency would be permitted to attend the meeting. Such attendees should bring a letter of authority from the vendor with necessary identification. The Authority will answer all questions raised by vendors during this meeting. If any question cannot be answered immediately, written replies will be sent to all vendors who have attended the pre-bid meeting. All vendors will be deemed to have attended the meeting, even if, a vendor remains absent and does not attend the meeting. After the meeting, the Authority will not entertain any clarifications from the vendors on the technicalities of the tender enquiry. It must be borne in mind that vendors will not be given a chance to revise their bids once submitted, under any circumstances.

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3. BACKGROUND AND EXPECTATIONS

3.1 Background:

Public Financial Management System (PFMS) is Central Sector Scheme of Government of India being implemented by Controller General of Accounts, Department of Expenditure, Government of India.

It has been the constant endeavor of Government to bring in greater efficiency and transparency in the financial administration of schemes and programs of Government. This is planned to be achieved by being able to track usage of public funds and enabling faster transfer of benefits to the citizen. Efficiency is also planned to be achieved through reporting which provides data at greater granularity for decision making.

PFMS is envisaged to deliver these governance objectives. It will be a system, wherein relevant financial information related to Government operations including transaction level details will be available. The granularity of financial information will be both deep and wide i.e. PFMS will not only widen the entity-wise coverage, but will also go deeper to track utilization of funds upto the end beneficiary.

This is proposed to be achieved by:

- Increasing coverage of PFMS to implementing agencies of the Union and State Governments;
- Building interfaces with the banking system with the objective of making timely payment to beneficiaries;
- Availability of transaction level details and making them available to citizen and other stakeholders for more informed choices;
- Bringing in greater synergy across various financial systems of Central and State Government by bring them on PFMS platform or through periodic exchange of data.

Already preparatory work has been done to validate various processes involved in achieving these targets. Initial integration and implementation work with most State Governments and Central Ministries has been largely completed. Nearly 2 million agencies of Centre and State Governments are already using PFMS for various aspect of financial administration. This number has grown rapidly and is expected to increase in the near future as coverage becomes more comprehensive.

Way forward now is to provide horizontal spread to concept and processes which are largely proven and established. Government has mandated PFMS to fully implement PFMS across the Nation till the last tier of Governance by 31st March, 2020. This will be achieved by complete tracking of public funds and enabling “just in time” transfer of funds to end beneficiary.

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. By 31st March, 2020 every distant corner of the country will need to be covered as part of this roll out plan.

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.

3.2 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 Central Project Management Unit (CPMU) ,State Project Management Unit (SPMU) and Central Ministries/Departments in 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 CPMU for improvement or customization of the various modules of PFMS application;
- Providing feedback to SPMU for such changes in the application, which can be done by SPMU.

4. REQUIREMENT

REQUIREMENT OF PROJECT MANAGERS AND OPERATIONAL MANAGERS

Sl. No.	Designation	No. of Manpower Required
1	Sr. Project Manager	01
2	Project Manager	77
3	Operational Manager	254
	Total	332

LOCATION FOR PROVIDING SERVICES OF SR.PROJECT MANAGERS, PROJECT MANAGERS AND OPERATIONAL MANAGERS FOR PFMS

Sl. No.	Designation	No. of Manpower	Location for Providing Services
1	Sr. Project Manager	01	PFMS, New Delhi
2	Project Managers	01	CPMU, PFMS, 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
	01	Ministry of Agriculture, New Delhi
	01	Ministry of Chemicals & Fertilizer, New Delhi
	01	Ministry of Coal, New Delhi
	01	Ministry of Commerce & Industry, New Delhi
	01	Ministry of Communication & IT, New Delhi
	01	Ministry of Consumer Affair, 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
	01	Ministry of Environment, New Delhi
	01	Ministry of External Affair, New Delhi
	01	Ministry of Finance, New Delhi
	01	Ministry of Food Processing Industries, New Delhi
	01	Ministry of Health & Family Welfare, New Delhi
	01	Ministry of Heavy Industries & PE, New Delhi
	01	Ministry of Home Affairs, New Delhi
	01	Ministry of Human Resource Development, New Delhi
	01	Ministry of Information & Broadcasting, New Delhi
	01	Ministry of Labour & Employment, New Delhi
	01	Ministry of Micro, Small & Medium, New Delhi
	01	Ministry of Minority Affairs, New Delhi
	01	Ministry of New & Renewable Energy, New Delhi

		01	Ministry of Panchayati Raj, New Delhi
		01	Ministry of PPG & P, New Delhi
		01	Ministry of Planning, New Delhi
		01	Ministry of Power, New Delhi
		01	Ministry of RTH, New Delhi
		01	Ministry of Rural Development, New Delhi
		01	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
		01	Ministry of Urban Development, New Delhi
		01	Ministry of Water Resources, New Delhi
		01	Ministry of Women & Child Development, New Delhi
		01	Ministry of Youth Affairs & Sports, New Delhi
3	Operational Managers	04	Andhra Pradesh
		09	Arunachal Pradesh
		07	Assam
		10	Bihar
		13	Chhattisgarh
		01	Goa
		08	Gujarat
		05	Haryana
		12	Himachal Pradesh
		11	Jammu & Kashmir
		12	Jharkhand
		10	Karnataka
		07	Kerala
		17	Madhya Pradesh
		12	Maharashtra
		05	Manipur
		06	Meghalaya
		04	Mizoram
		06	Nagaland
		10	Odisha
		05	Punjab
		11	Rajasthan
		04	Sikkim
		11	Tamil Nadu

		05	Telangana
		19	Uttar Pradesh
		07	Uttarakhand
		04	Tripura
		05	West Bengal
		02	Andaman & Nicobar
		01	Chandigarh
		01	Dadra and Nagar Haveli
		01	Daman & Diu
		01	Lakshadweep
		06	NCT Delhi
		02	Puducherry
	Total	332	

- The location wise deployment will be as per the above table, subject to 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 tenderer on the same terms and conditions. **The maximum limit for variation in no. of PMs and OMs required will be 15% to 20% after obtaining the approval of the competent authority in the Government.**

The tender documents can be purchased from Sr. Accounts Officer (Major Procurement Section), Public Financial Management System, 3rd Floor, Shivaji Stadium Annexe building, Shaheed Bhagat Singh Marg, New Delhi-110001 on payment of Rs. 5000/- (Non-refundable) through Account Payee Demand Draft / Banker's Cheque drawn in favour of "Pay & Accounts Officer, O/o the CGA, New Delhi". The tender documents can also be seen/ downloaded by visiting Website: www.cga.nic.in, <https://eprocure.gov.in/epublish/app> and www.finmin.nic.in. In case of downloaded tender documents, the tender cost may be remitted along with tender document at the time of submission of Tender document, as explained earlier.

5. SCOPE OF WORK AND TECHNICAL REQUIREMENT FOR PROJECT MANAGERS AND OPERATIONAL MANAGERS TO BE DEPLOYED BY THE SUCCESSFUL BIDDER

Scope of work:-

Work involves hand holding and providing 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 PFMS implementation. 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. SR. PROJECT MANAGER (01)

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

- Studying/analyzing the project requirement;
- Providing guidance to deployed project team;
- Coordinating with domain and technical teams at Central Project Management Unit (CPMU) of PFMS;
- 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.

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

Experience: She/he must have 5-7 years of relevant job experience. Previous experience of working in the areas of public financial management will be preferred.

II. PROJECT MANAGER(77)

Job Expectation: - It will be a techno managerial job with expectations of steering implementation of PFMS in the designated area of work. Project Manager will be managing a large team spread across the State or through 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;
- Providing guidance to deployed project team under direct supervision
- Coordinating with Senior Project Manager deployed at CPMU 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.

Professional Qualification: - Minimum qualification expected of a Project Manager is Bachelor in Technology/ Bachelor in Technology with Masters in Business Administration;

Experience: -She/he must have 3-5 years of relevant job experience. Previous experience of working in the areas of public financial management will be preferred.

III. OPERATIONAL MANAGERS(254)

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 CPMU/SPMU in capacity building efforts;
- Coordinating with Project Manager- with whom deployed to provide necessary feedback for system improvement and seeking support;
- Assist PFMS in necessary documentation and project monitoring activities;
- Assist manpower deployed at the level of districts in support activities being carried out by them.
- Deployed manpower must be proficient in various Microsoft office IT applications such as Microsoft Excel, Microsoft Word and Microsoft PowerPoint etc.

Professional Qualification:-

B.E. /B. TECH. /M. SC. (CS/IT)/MCA

Experience:-

1-2 years of relevant job experience. Knowledge and proficiency in local language of the area of deployment will be preferable.

6. GENERAL TERMS AND CONDITIONS OF CONTRACT

- I. These shall apply to the extent that they are not superseded by specific provisions in any other part of the Contract.
- II. The manpower supplied under this Contract shall possess the professional qualification as mentioned in the tender.
- III. The successful tenderer shall have to deposit the Performance Security irrespective of the status of Company/Firm/Agency equal to 5% of the value of the contract in the form of Bank Guarantee/Fixed Deposit Receipt (FDR)/Banker's Cheque/Demand Draft made in the name of the vendor and hypothecated to the **PAO, Office of CGA, Ministry of Finance, Maha Lekha Niyantrak Bhawan, E-Block, GPO Complex, INA, New Delhi-110023** covering the entire period of the contract. The Performance Security Deposit should remain valid for a period of **60 Days** beyond the stipulated date for completion of the contract. In case, the contract is further extended beyond the initial period, a revised Performance Security Deposit equal to 5% of the contract value will have to be submitted within two weeks of communication of decision in this regard to the Company/Firm/Agency. Original EMD will be returned to the tenderer after deposit of performance security. No interest will be payable on this accounts. Further, if agency fails to deploy the required manpower against the initial requirement within 21 days from the date of receipt of the work order or within 30 days from the date of issue of work order whichever is earlier, the EMD shall stand forfeited without giving any further notice.
- IV. The proceeds of the Performance Security/Guarantee shall be payable to the Pay and Accounts Officer, O/o the Controller General of Accounts, Ministry of Finance, Maha Lekha Niyantrak Bhawan, E-Block, GPO Complex, INA, New Delhi-110023 as compensation for any loss resulting from the Supplier's end or the assigned persons failure to complete its obligations under the Contract.
- V. The successful tenderer have to submit minimum of 3 CVs for each position for the purpose of interview, subject to the satisfaction of PFMS. PFMS shall have the right to inspect original documents of resources being deployed and/or to test the qualification and skills/competence of deployed resources to judge their conformity to the contract specification at no extra cost.
- VI. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- VII. Conditional bids shall not be considered and will be rejected in the first instance.
- VIII. The contract shall commence within 21 days of date of receipt of acceptance of the work order or within 30 days from the date of issue of work order whichever is earlier, by the Company/Firm/Agency. This shall continue for two years there from unless it is curtailed or terminated by the competent authority in the PFMS, O/o Controller General of Accounts or a person authorized by them owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements, or for any other administrative reasons etc.

- IX. The contract will initially be for a period of two years. However, depending upon the administrative requirement of PFMS and review of performance the contract may be extended subsequently for one year at a time for a maximum duration of two years.
- X. In case, the Company/Firm/Agency is asked to provide a substitute and it fails to do so within 7 (seven) days, then a penalty equal to 10% of the daily remuneration of the worker will be imposed on the Company/Firm/Agency, besides deduction of daily remuneration of the said Project Managers and Operational Managers.
- XI. The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency without the prior written consent of PFMS. The circumstances for change will be submitted in writing to PFMS for approval in the first.
- XII. The requirement of manpower may increase or decrease during the period of contract. In case of changes in the requirement, the same shall be informed to the vendor. The tenderer shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the tenderer.
- XIII. All assigned manpower will wear Identity card provided by PFMS while performing the duties at the arranged place of work.
- XIV. 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.
- XV. 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.
- XVI. The contracting Company/Firm/Agency shall not indulge in malpractices like charging of registration or consultation fee from the manpower deployed in PFMS under the contract. Any such malpractice shall render the contracting Company/Firm/Agency liable for termination of contract.
- XVII. The tenderer will be bound by the details furnished to the PFMS while submitting the tender or at subsequent stage. In case, any of such documents furnished is found to be false at any stage, it would be deemed to be a breach of terms of Contract, making it liable for legal action besides termination of contract and forfeiture of Performance Security.
- XVIII. Authority reserves right to terminate the contract during the period of contract after giving a month notice to the agency.
- XIX. The competency chart of persons engaged by contractor assigned to PFMS will be maintained by them and updated from time to time and shared with PFMS with performance report.
- XX. Agency will not use any product design, information of nature of copy right and Intellectual Property of products developed by PFMS and shall not claim rights to any work done by assigned persons in PFMS.

- XXI. Agency shall sign the Contract agreement as per ANNEXURE-“C” and Data Security Certificate as per ANNEXURE-“D” after finalization of the tender process but before the issue of work order/Letter of Intent.
- XXII. The Sr. Project Managers, Project Managers and Operational Managers provided by the Company/Firm/Agency shall be entitled for leave as per the Company/Firm/Agency policy. These leaves will be granted after the concurrence of officer in-charge of PFMS also. The period of training, leave, sick leave etc. leading to absence from duty of assigned person will not be paid by PFMS and bill payment will be submitted accordingly.
- XXIII. Any breach of trust by the person engaged by contractor will lead to immediate cessation of service of person and any loss caused to project will be recovered from vendor.
- XXIV. The PFMS assets will be protected against copy rights & IP rights will be protected by the bidders at all time.
- XXV. All bids complete in every respect must reach this office on or before the last date and time as indicated in Tender document. No extension shall be allowed for any reason what so ever. Late tenders, Tenders received without Bid Security/Earnest Money will be rejected summarily.
- XXVI. The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage)/ Financial Bid (Second Stage) shall be returned in original to them without any interest.
- XXVII. The agency shall raise the bill, in triplicate, along with attendance sheet performance report and submit the same to the Sr. Accounts Officer (Administration.), Public Financial Management System, 3rd Floor, Shivaji Stadium Annexe Building, Shaheed Bhagat Singh Marg, New Delhi-110001 in the first week of the succeeding month. The bills for payment shall be raised after making payment of salaries to the manpower employed for the preceding month. The payment of salary shall be made on the 1st working day of the succeeding month and the bill raised by the agency shall be supported by certificate from the vendor stating that the vendor has done the payment towards salaries to the deployed resources to PFMS.

XXVIII. **Travelling and other overhead Expenses**

Requirements:-

Work will involve travel on part of Senior Project Managers/ Project Managers/Operational Managers deployed with Ministries/ Departments of Central Government and SPMUs 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;
- Boarding and lodging expenses, while on journey;
- Local travel expenses;

- Other incidental expenses related to travel.

As such the travel of deployed manpower shall be regulated by the internal travel policy of the vendor. PFMS shall be reimbursing to vendor on a quarterly basis the amount spent on travel of the deployed manpower. Expenses related to a pre-approved journey by the designated authority in PFMS will be reimbursable by PFMS.

Basis of reimbursement

Total reimbursement will be on the basis of rates bid for travel expenses per journey day per person by the vendor and approved by PFMS multiplied by total number of journey days of deployed manpower.

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

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

Note: 1. If the number of journeys crossed the expected number of journeys as mentioned in the above table, the journeys may be performed after the approval of concerned competent authority where the resources deployed and the reimbursement of the travel expenses will be on the actual basis, subject to the cost approved in the contract.

2. Cost for travel expenses should be mentioned in the Financial Bid Performa as per person per day up to 500 (KM) and above 500 (KM).

7. LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED

- I. The contracting agency shall ensure that the manpower deployed in PFMS possesses educational and skill qualification prescribed in the tender documents.
- II. PFMS, O/o Controller General of Accounts is a Central Government Office and has five days working (i.e. Monday to Friday) in a week from 9.00 AM to 5.30 PM with a lunch break of ½ hr from 1.00 PM to 1.30 PM. However, PFMS has staggering/shift system to cater to the requirements of service and works on all holidays to provide operational support. No additional payment shall be made if the person deployed to work additional hours on account of office exigency. Besides this, PFMS observes the holidays notified by the Government of India from time to time. The manpower is required to work from Monday to Friday and may have to attend to exigency of work - when instructed to.
- III. 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.
 - vi. Contract agreement duly signed as per Annexure "C"
 - vii. Data Security Certificate as per Annexure "D"
- IV. In case, the person employed by the successful Company/Firm/Agency commits any act/omission/commission that amounts to misconduct/indiscipline/incompetence, the successful Company/Firm/Agency will be liable to take appropriate disciplinary action against such persons, including their removal from the site of work required by the PFMS.
- V. The tendering Company/Firm/Agency shall replace immediately any of its personnel who are found unacceptable to the PFMS because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from the PFMS.
- VI. Vendor shall be required to maintain daily attendance/leave report in the format as prescribed by PFMS. If a deployed resource is on leave then the vendor shall provide a suitable substitute of equivalent qualification.
- VII. The agency shall depute a coordinator who would be responsible for immediate interaction with the competent authority so that optimal services of the persons deployed by the agency are availed without any disruption.
- VIII. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. In case, the Agency is asked to provide a substitute and it fails in doing so within 7 (Seven) days, then a penalty equal to 10% of the daily remuneration of the worker will be imposed on the agency, besides deduction of daily remuneration.

- IX. The Sr. Project Manager, Project Managers and Operational Managers provided by the Company/Firm/Agency shall be entitled for leave as per the Company/Firm/Agency policy. These leaves will be granted after the concurrence of officer in-charge of PFMS also. It will be the responsibility of the vendor to meet transportation, medical and any other requirements in respect of the persons deployed by it in the PFMS. The PFMS, O/o CGA will have no liability in this regard.
- X. For all intents and purposes the service providing agency/vendor shall be the "Employer" within the meaning of different legislations in respect of manpower so employed and deployed in the PFMS.
- XI. The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. The PFMS shall, in no way be responsible for settlement of such issues whatsoever.
- XII. The PFMS shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment of any compensation towards this.
- XIII. The person deployed by the service providing agency shall not have any claim or be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of the PFMS.
- XIV. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise in any capacity in the PFMS.

8. LEGAL

- I. Vendor will be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to minimum wages/specified contract amount etc. in respect of the persons deployed by it in the PFMS. The Agency has to submit copy of all the statutory dues with concerned authorities every month as an evidence of payment in the accounts of persons deployed.
- II. The tendering agency shall also liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the PFMS to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- III. The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of the PFMS or any other authority under law.
- IV. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the relevant law, as amended from time to time and a certificate to this effect shall be provided to the agency by the PFMS.
- V. In case, the tendering 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, the PFMS will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

9. FORCE MAJEURE

Force majeure clause will mean and be limited to the following in the execution of the contract/purchase order placed by PFMS:-

“If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to ‘events’) provided, notice of the happening of any such event is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Joint Controller General of Accounts (PFMS) as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may at its option terminate the contract”.

10. ARBITRATION

PFMS and the selected vendor shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute arises between parties on aspects not covered by this agreement, or the construction or operation thereof, or the right, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to the arbitrator as appointed by Jt. CGA, PFMS and the award of the arbitration, as the case may be, shall be final and binding on both the parties. The arbitrator with the consent of parties, may modify the time frame for making and publishing the awards. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules hereunder and any statutory modification or re-enactment, thereof. The arbitration proceeding shall be held in New Delhi, India.

11. APPLICABLE LAW

The work order will be governed by the laws and procedures established by Government of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

12. BIDDING PROCESS

I. Bid Submission:

The tenders shall be submitted in two separate sealed envelopes/covers enclosed in a bigger envelope.

ENVELOPE – 1: TECHNICAL BID FOR HIRING OF PROJECT MANAGERS AND OPERATIONAL MANAGERS FOR THE UNIVERSAL ROLLOUT OF PUBLIC FINANCIAL MANAGEMENT SYSTEM (PFMS)

i. ENVELOPE - 1:

The Envelope-1 shall contain the followings:

- D.D/Banker's Cheque of Rs.5000/- favouring **"Pay and Account Officer, O/o The Controller General of Accounts", New Delhi** as tender fee, if the tender documents are downloaded from website in a separate envelope.
- Earnest Money Deposit (EMD) as per NIT in a separate envelope.
- Acceptance letter for un-conditional acceptance of tender conditions as per the Performa given in the Instructions to Tenderers. (Signed and Stamped) **Annexure 'A'**
- An undertaking affidavit on Stamp Paper of Rs. 10/- as per **Annexure 'B'**
- Tendering Companies/Firms/Agencies are required to enclose photocopies of the following documents (duly self-attested) along with the Technical Bid, failing which their bids shall be summarily rejected and will not be considered any further:-
 1. Registration certificate:
 2. Copy of PAN/GIR card.
 3. Copy of the IT returns filed for the last three financial years i.e. from 2014-15 to 2016-17.
 4. Copy of the Service tax registration certificate.
 5. Copy of the EPF registration certificate.
- Credentials/documents in support of meeting the **eligibility criteria** as given below:
 - i. A write up not exceeding 1500 words (excluding annexure) regarding proposed methodology and rollout and implementation plan. Exceeding word limit will be viewed adversely.
 - ii. Documents in support of Annual financial turnover for the last 3 financial years from 2014-15 to 2016-17 of the agency duly certified by Chartered Accountant.
 - iii. Certified documents in support of work done of similar nature of rollout support in last 5 years for Central Government State Government Department along with the total amount of the work done. It is clarified that only work done with Central

Government or State Government Department will be taken into consideration. Work done with Central or State PSU or autonomous bodies etc. will not be considered.

- iv. Certified documents in support of Geographical presence of Company/Firm/Agency (No. of states in which Company/Firm/Agency has **executed projects with state governments**).

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

NIT No

DUE ON:

FROM: (NAME OF THE BIDDER)

ENVELOPE-2: FINANCIAL BID FOR HIRING OF PROJECT MANAGERS AND OPERATIONAL MANAGERS FOR THE UNIVERSAL ROLLOUT OF PUBLIC FINANCIAL MANAGEMENT SYSTEM (PFMS)

ii. **ENVELOPE -2:**

Envelope 2 shall contain the following:

- Price Bid duly filled in, signed and stamped on each page by the tenderer/authorized representative of the Tenderer as given in Financial Bid Performa at 19th Chapter.
- No cutting or overwriting shall be allowed. In such cases the correction shall be made by drawing a line across the cutting under signature with stamp/seal of the authorized signatory.

This envelope shall be marked as: **ENVELOPE-2: FINANCIAL BID FOR TENDER FOR HIRING OF PROJECT MANAGERS AND OPERATIONAL MANAGERS FOR THE UNIVERSAL ROLLOUT OF PUBLIC FINANCIAL MANAGEMENT SYSTEM**

NIT No:

DUE ON:

FROM: (NAME OF THE BIDDER)

ENVELOPE 3: TENDER FOR HIRING OF PROJECT MANAGERS AND OPERATIONAL MANAGERS FOR THE UNIVERSAL ROLLOUT OF PUBLIC FINANCIAL MANAGEMENT SYSTEM (PFMS)

Sr. Accounts Officer (Major Procurement Section), Public Financial Management System, 3rd Floor, Shivaji Stadium Annexe Building, Shaheed Bhagat Singh Marg, New Delhi-110001

STATEMENT

II. Last Date for Submission of bids

Both envelopes (1 and 2) shall be placed in a bigger envelope which shall mention Name of work, date and time of submission of bids along with tenderer name and address and to be submitted in the office of **Public Financial Management System (PFMS), Ministry of Finance, Department of Expenditure, 3rd Floor, Shivaji Stadium Annexe Building, Shaheed Bhagat Singh Marg, New Delhi – 110001** on or before last date **08.03.2018** and time i.e., up to **01:00 P.M.**

Tenders received after the last date and scheduled time for closing shall be summarily rejected and will be returned to the intending tenderers as received without consideration.

The tenderer shall sign and stamp each page of this tender document and all other enclosures appended to it as a token of having read and understood the terms and conditions contained herein and submit the same along with the bid.

Order for arrangement of documents with the Technical Bid:

- Application- Technical Bid along with roll out and implementation plan write up (write up excluding annexure not exceeding 1500 words).
- Self-attested copy of the registration of agency.
- Self-attested copy of PAN/GIR Card.
- Self-attested copy of IT returns filed for the last three financial years i.e. from 2014-15 to 2016-17.
- Self-attested copy of the Goods and Services Tax registration letter/certificate.
- Self-attested copy of the EPF registration certificate.
- Documents in support of Annual financial turnover for the last 3 financial years from 2014-15 to 2016-17 of the agency duly certified by Chartered Accountant.
- Certified documents in support of work done of similar nature of rollout support in last 5 years for Central Government State Government Department along with the total amount of the work done. It is clarified that only work done with Central Government or State Government Department will be taken into consideration. Work done with Central or State PSU or autonomous bodies etc. will not be considered.
- Certified documents in support of Geographical presence of Company/Firm/Agency (No. of states in which Company/Firm/Agency has **executed projects with state governments**).
- Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

III. OPENING OF BIDS

The "Technical Bid" will be opened on **08.03.2018 at 03:30 P.M.** in the presence of the tenderers or/and their representatives at the Office of the **Public Financial Management System (PFMS), Ministry of Finance, Department of Expenditure, 3rd Floor, Shivaji Stadium Annexe Building, Shaheed Bhagat Singh Marg, New Delhi – 110001.** A maximum of two representatives of a Company/Firm/Agency would be permitted to attend the meeting. Such attendants should bring a letter of authority from the vendor with necessary identification.

"Financial Bid" of those bidders who are declared eligible in the technical bid will be opened at the Office of the **Public Financial Management System (PFMS), Ministry of Finance, Department of Expenditure, 3rd Floor, Shivaji Stadium Annexe Building, Shaheed Bhagat Singh Marg, New Delhi – 110001.** The date and time of opening of financial bid will be intimated in due course to the qualified bidders.

IV. VALIDITY OF BIDS

The Bids should be valid for 120 days from the date of opening of tenders. PFMS reserves the right to accept/reject any or all the tenders.

13. Pre-bid meeting:

To bring all vendors at par, a pre-bid meeting will be held at 4th Floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi-110001, at 3:00 PM on 27.02.2018 irrespective of status of company/firm/agency. All vendors should attend this meeting. A maximum of two representatives of a vendor would be permitted to attend the meeting. Such attendees should bring a letter of authority from the Company/Firm/Agency with necessary identification. The Authority will answer all questions raised by vendors during this meeting. If any question cannot be answered immediately, written replies will be sent to all vendors. A summary of all questions asked and answers provided will be subsequently forwarded to all vendors irrespective whether the vendor had attended the meeting or not. All vendors will be deemed to have attended the meeting even if a vendor remains absent and does not attend the meeting. After the meeting, the Authority will not entertain any clarifications from the vendors, on the technicalities of the tender enquiry. It must be borne in mind that vendors will not be given a chance to revise their bids once submitted, under any circumstances.

14. ELIGIBILITY CRITERIA / TECHNICAL REQUIREMENT FOR THE BIDDER FOR "TECHNICAL BID".

The contract for hiring of above mentioned manpower initially will be given for two years from the date of order issued by this office for hiring of Project Managers and Operational Managers after selecting the personnel on the basis of test/ interview. The period of the contract may be further extended provided the requirement of the PFMS for the above manpower persists at that time, or may be curtailed/ terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency or otherwise for administrative reasons. The PFMS, O/o the Controller General of Accounts or the person Authorized by PFMS, however reserves the right to terminate this initial contract at any time after giving one-month notice to the selected Company/Firm/Agency on grounds of functional exigencies.

The PFMS has initial requirement for Senior Project Manager, Project Managers and Operational Managers mentioned in the table below Notice Inviting Tender of this Tender Document. The requirement of the PFMS may increase or decrease during the initial period of contract also.

Tenders are invited from experienced and reputed Companies/Firms/Agencies fulfilling the following technical specifications for Technical Bid for providing Project Managers and Operational Managers to Public Financial Management System (PFMS) with the eligibility as below:-

- I. The bidders must be the agencies offering Project Managers and Operational Managers of the kind require for at least three prior years with an annual turnover of at least **Rs.25,00,00,000/- (Rupees Twenty-Five Crore Only)** during the last 3 years (2014-15 to 2016-17). Copies of annual turnover certificate of last three financial years, duly certified by Chartered Accountant shall be submitted with technical bid document.
- II. The bidder should be registered with the Goods and Services Tax department and have a valid PAN/TIN from the Income Tax department
- III. The bidder should be registered with the Employees Provident Fund Organization (EPFO) on the date of bid submission.
- IV. An undertaking (self-certificate) that the bidder hasn't been blacklisted by a Central / State Government/ institution and there has been no litigation with any government department on account of similar services shall be submitted. Any dispute/Incomplete Projects (failed) details be submitted with reasons thereof.
- V. The bidders shall submit copies of relevant documents to support their eligibility in the Envelope-1 of the tender. The copies of these documents shall be duly attested by the bidder(s) by himself/themselves with signature and stamp.

15. EVALUATION CRITERIA FOR TECHNICAL BID:

- I. From the time, the Bids are opened to the time the Contract is awarded; the Firms should not contact any PFMS personnel on any matter related to its Technical and / or Financial Proposal. Any effort by a firm to influence the examination, evaluation, ranking of Bids, and recommendation for award of Contract may result in the rejection of the firm's Bid.
- II. PFMS will constitute a Tender Evaluation Committee (TEC) which will carry out the entire evaluation process.
- III. 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.
- IV. The TEC shall evaluate the Technical Bids on the basis of their responsiveness to the Terms and Conditions of Tender and by applying the evaluation criteria, sub-criteria specified in the Data Sheet. In the first stage of evaluation, a Bid shall be rejected if it is found deficient as per the requirement indicated in the Data Sheet for responsiveness of the Bid. Only responsive bids shall be further taken up for evaluation. Evaluation of the technical Bids will start first and at this stage the financial bids will remain unopened. The evaluation criteria for the technical bid shall be as defined in the Data Sheet.
- V. Financial bid of only those firms who are technically qualified shall be opened in the presence of the Firm's representatives who choose to attend. The name of the Firms, their technical score and their financial bids shall be read aloud.
- VI. The TEC will conduct evaluation of Financial Bids and assign score in accordance with evaluation methodology indicated in Data Sheet. The TEC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Bid but not priced, shall be assumed to be included in the prices of other activities or items. After opening and evaluation of financial proposals, appropriate selection method shall be applied for combined (technical and financial) evaluation to determine the firm who will be declared winner and be eligible for award of the contract. The methods of selections are described in the Data Sheet.

INSTRUCTIONS TO COMPANY/FIRM/AGENCY

DATA SHEET

Clause # of Data Sheet	Particulars	
1	Name of the Authority is:	Jt. Controller General of Accounts Public Financial Management System 4 th Floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi-110001 Tel: #91-11-23343860; Email project-pfms@gov.in ;
2	The method of selection is:	Quality cum Cost Based Selection (QCBS)
3	Name of the Assignment/job is:	Hiring of Project Managers and Operational Managers for PFMS for the universal roll out of PFMS across all Ministries/Departments and States/UTs covering all the CS and CASP Schemes for fund transfer, PFMS-State Treasury Integration, Fund Flow Monitoring and DBT implementation of PFMS.
4	Date & time and address for submission of bid:	
	Date	<u>15.02.2018 to 08.03.2018</u>
	Time	Up to 01:00 PM
	Address	Public Financial Management System, 3rd Floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi-110001
5	The Authority's representative is:	
	Address	Sr. Accounts Officer (Major Procurement Section), Public Financial Management System, 3rd Floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi-110001
	Telephone	Tel/Fax: +91-11-23343860. Ext:- 273
	E-mail	project-pfms@gov.in ;
6	A Pre-Bid meeting will be held: Yes/No.(If yes, indicate date, time, and venue)	Yes. Date: 27.02.2018 Time: 03:00 PM Venue: PFMS Meeting Room, 4th Floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi-110001.
7	The Authority will provide the following inputs and facilities: Infrastructural facilities such as Office, Tel., Fax, Computer with Internet Connection (NIC Line), Stationary, etc. and all relevant information & documents such as System Requirement Specifications, data, Progress Reports, roll out plan, detail of progress achieved in development of different modules of the PFMS system and administrative support shall be provided/ arranged by the Authority. The Project Managers and Operational Managers will get the full support & coordination of other members of the IT Team involved in Software Development for the PFMS portal. No official vehicle to attend office will be provided by the Authority.	

Clause # of Data Sheet	Particulars																	
8	The address for pre-bid meeting is: Public Financial Management System, 4th Floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi-110001 Email: project-pfms@gov.in																	
9	Bid must remain valid for 120 days after the submission.																	
10	The number of Project Managers and Operational Managers required for the Assignment/job is: <table><tr><th>Sl. No.</th><th>Designation</th><th>No. of Manpower Required</th></tr><tr><td>1</td><td>Sr. Project Manager</td><td>01</td></tr><tr><td>2</td><td>Project Manager</td><td>77</td></tr><tr><td>3</td><td>Operational Manager</td><td>254</td></tr><tr><td></td><td>Total</td><td>332</td></tr></table> The 332 Sr. Project Manager, Project Managers and Operational Managers are required initially for a period of two years , which shall be extendable based on the requirements of PFMS.			Sl. No.	Designation	No. of Manpower Required	1	Sr. Project Manager	01	2	Project Manager	77	3	Operational Manager	254		Total	332
Sl. No.	Designation	No. of Manpower Required																
1	Sr. Project Manager	01																
2	Project Manager	77																
3	Operational Manager	254																
	Total	332																
11	The formats of the Technical Proposal to be submitted are <table><tr><td>Form Tech 1</td><td>Letter of Bid submission</td></tr><tr><td>Form Tech 2</td><td>Firm's organization & experience</td></tr><tr><td>Form Tech 3</td><td>Description of the approach, methodology and work plan for performing the assignment and Comments/Suggestions on the terms of reference and on counterpart staff and facilities to be provided by the employer</td></tr><tr><td>Form Tech 4</td><td>Comments/modification suggested on draft contract</td></tr><tr><td>Form Tech 5</td><td>Information regarding any conflicting activities and declaration thereof.</td></tr></table> Note: The format of the above Form Tech – 1 to Form Tech – 5 will be as per Chapter 24 (Annexure 'E') of the tender document.			Form Tech 1	Letter of Bid submission	Form Tech 2	Firm's organization & experience	Form Tech 3	Description of the approach, methodology and work plan for performing the assignment and Comments/Suggestions on the terms of reference and on counterpart staff and facilities to be provided by the employer	Form Tech 4	Comments/modification suggested on draft contract	Form Tech 5	Information regarding any conflicting activities and declaration thereof.					
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Form Tech 5	Information regarding any conflicting activities and declaration thereof.																	
12	Office working hours and holidays as applicable to the staff of O/o the CGA shall also be applicable to the selected Project Managers and Operational Managers. Normal working days for O/o the CGA is 5 days (Monday to Friday). Exigencies of work however require staff to come to office – as instructed.																	
13	Firm must submit ONE (1) original and TWO (2) copies of the Technical and Financial Bid.																	
14	Date & time and address for opening of Technical Bid: <table><tr><td>Date</td><td>08.03.2018</td></tr><tr><td>Time</td><td>03:30 PM</td></tr><tr><td>Place</td><td>Public Financial Management System 4thFloor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi-110001</td></tr></table>			Date	08.03.2018	Time	03:30 PM	Place	Public Financial Management System 4 th Floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi-110001									
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Time	03:30 PM																	
Place	Public Financial Management System 4 th Floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi-110001																	
15	Technical Bid of only those firms will be evaluated who submit responsive Technical Bid that is complete in all respect in accordance with the requirements of tender documents.																	

Clause # of Data Sheet	Particulars		
16	Evaluation Criteria	Remarks for Criteria of points	Points
16.1	Adequacy of the proposed methodology and Roll out and implementation plan write up (write up excluding annexure not exceeding 1500 words) in responding to the Tender Documents/Terms and Conditions of Tender	To be evaluated and scored by a team of Technical Evaluation Committee (TEC). Scores given by TEC to be averaged for each bidder.	25
16.2	Reputation of Organization/ Credibility/ Reliability/Industry Standing (General Organizational Capability which is likely to affect implementation – age/size of the firm, strength of project management support, etc.)	<p>Max. 15 Points for Age of the firm.</p> <p>Age- No. of years of experience (As per tender documents i.e. “Score of years’ experience”)</p> <p>Above 25 years 15 points</p> <p>Above 20 years upto 25 years 12 points</p> <p>Above 10 years upto 20 years 10 points</p> <p>Above 5 years upto 10 years 8 points</p> <p>For 3 years upto 5 years 5 points</p>	15
15.3	Reputation of Organization/ Credibility/ Reliability/Industry Standing in terms of Financial Stability.	<p>Max. 25 points for Financial Stability and</p> <p>Points for financial stability:- Average Turnover during last 3 years as per Tender Documents.</p> <p>Evaluation criteria i.e. “Score of Turnover”</p> <p>Above Rs. 500 Crore 25 points</p> <p>Above Rs. 100 Cr to 500 Cr 20 points</p> <p>Above Rs. 50 Cr to Rs.100 cr 15 points</p> <p>Above Rs.25 cr to Rs.50 cr 10 points</p> <p>For Rs.25 crores 5 points</p>	25

Clause # of Data Sheet	Particulars		
15.4	Experience on similar assignment done in last 5 years for Central Govt./ State Govt. Dept.	<p>Max. 25 points as per the “score for relevant experience like work done of similar nature of rollout support for Central, State & UT Government”</p> <p>Rollout support typically includes assistance provided to State/Central/UT Government in implementation of a scheme. The activities typically include capacity building and handholding support to various stakeholders involved in scheme implementation.</p> <p>100% marks will be awarded to the Company/Firm/Agency which has executed the most of similar assignments in last 5 years for Central, State & UT Government, Other bidders will be given scaled down scores on the basis of similar assignments</p>	25
15.5	Geographical presence of Company/Firm/Agency	<p>100% marks will be awarded to the Company/Firm/Agency which has executed projects with most state governments, Other bidders will be given scaled down scores on the basis of State Government with which they have done projects.</p>	10
	Grand Total		100
	The minimum technical score T(s) required to pass is: 60 Points.		
16	The Company/Firm/Agencies whose technical bid will qualify in technical evaluation shall be notified in writing about the date & time for public opening of their Financial Bid.		
17	Evaluation Criteria for Financial Bid:	Points	
	1. The Financial bid with the lowest cost/quoted price shall be given a financial score of 100% of the allotted score and the other financial bid will be given score that is inversely proportionate to their prices.	90	
	2. The Financial bid with the lowest Travel Expenses per journey per person shall be given a financial score of 100% of the allotted score and the other financial bid will be given score that is inversely proportionate to their prices.	10	
	Total	100	

Clause # of Data Sheet	Particulars	
	Firm to state the monthly consolidated charges for providing the services of Senior Project Manager, Project Managers, and Operational Managers in Indian Rupees.	
	$F(s) = (LEC / EC) * 100$ F (s) stands for financial score EC stands for Evaluated Cost of the financial bid in respect of 18(1) & 18(2) above LEC stands for Lowest Evaluated Cost of the financial bid.	
18	<p>The Authority shall adopt a two stage selection process in evaluating the Bid as per Quality-cum-Cost Based Selection (QCBS) process under which 60% weight age will be given to the Technical Evaluation and 40% weight age to the Financial Evaluation.</p> <p>For working out the combined score, the Authority will use the following formula:</p> <p>Total points = T (w) x T (s) + F (w) x F (s), where T (w) stands for weight of the technical score (60%). T (s) stands for technical score F (w) stands for weight of the financial bid (40%) F (s) stands for financial score</p> <p>The bids will be ranked in terms of total points scored. The bid with the highest total points (H-1) will be considered for award of contract.</p>	
19	Expected date for commencement of work on assignment/job	The work may be commenced within 21 days from the date of receipt of acceptance of the work order or within 30 days from the date of issue of work order whichever is earlier.
20	Location for performance assignment/job	Public Financial Management System, 3 rd & 4 th Floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi, Palika Bhawan, R.K Puram New Delhi and Bhikaji Cama Place, New Delhi, All States, UTs of India and Other Government buildings where Ministries/ Departments are located.

16. **TECHNICAL BID PERFORMA**

For Hiring of Project Managers and Operational Managers for PFMS, Office of Controller General of Accounts.

1. Name of Tendering Company/Firm/Agency
(Attach certificate of registration)
2. Name of Proprietor /Director of Company/Firm/Agency
3. Full address of Registered Office

Telephone Number: _____

FAX No. _____

E-Mail Address _____

4. Full address of Branch offices if any:-

Telephone Number: _____

FAX No. _____

E-Mail Address _____

5. Banker's name of Company/Firm/Agency:- _____

Full Address of Bank/ Branch:- _____

Telephone Number of Banker _____

6. PAN/GIR No. _____
(Attach Self attested copy)

7. Goods and Services Tax Registration No. _____
(Attach Self attested copy)

8. E.P.F. registration Number _____
(Attach Self attested copy)

9. Financial Turnover Certificate duly certified by Chartered Accountant of the tendering Company/Firm/Agency for the last 3 financial years. (Attach separate sheet, if space provided is insufficient) please attach a copy of Balance Sheet and Profit & Loss Account of last 3 financial years duly certified by a Chartered Accountant.

Annual Turnover

Financial Year	Amount (Rs. Crores)	Remarks if any
2014-15		
2015-16		
2016-17		

10. Give details of the major similar contracts handled by the tendering Company/Firm/Agency during the last three years in the following format:

(If the space provided is insufficient, a separate sheet may be attached)

Sl. No.	Details of client along with address, telephone numbers	Type of manpower supplied	Amount of Contract (Rs.)	Duration of Contract	
				From	To
1.					
2.					
3.					

(Please also attach self-attested copies of work orders, completion certificates etc.)

11. Tender Fee Details:-

- (i) Bank Draft / Banker's Cheque No. & Date
- (ii) Name of the bank
- (iii) Amount of Draft/ Banker's Cheque

12. EMD Details:-

- (i) Bank Draft/ Banker Cheque No. & Date
- (ii) Name of the Bank
- (iii) Amount of Draft

13. Additional information, if any
(Attach separate sheet, if required)

Signature of authorized person

Name:

Seal:

Date:

Place:

17. DECLARATION

I, _____ Son/Daughter/Wife of Shri _____
signatory of the agency/firm viz. _____ are competent to sign this
declaration and execute this tender document:

I have carefully read and understood all the terms and conditions of the tender and undertake
to abide by them:

The information/documents furnished along with the above application are true and
authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing
of any false information/fabricated document would result in rejection of my tender at any
stage besides of becoming liable prosecution under appropriate law and also forfeiture of
EMD/PSD as the case may be:

Full Signature of authorized person

Name:

Seal:

Date:

Place:

18. FINANCIAL BID REQUIREMENTS

- I. The Financial Bid shall contain the Consolidated Monthly Charges for providing the services of Project Managers and Operational Managers on hire to the Project Cell (PFMS). The cost/charges mentioned here shall be firm and include the total cost of providing the services, including all applicable duties & taxes. TDS as applicable shall be deducted from the payment to be made to the firm. The financial bid shall not include any conditions attached to it and any such conditional financial bid shall be rejected summarily.
- II. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. Incomplete documents will not be considered.

19. FINANCIAL BID PERFORMA

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

1. Name of tendering Company/Firm/Agency:

2. Rates with the following break up:

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

Note:

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

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

1. Name of tendering Company/Firm/Agency:
2. Travel expenses per day per person for journeys to be performed by Sr. Project Manager/ Project Managers/ Operational Managers at directions of designated authority in Public Financial Management System.
3. Conditions and travel expectations as given in Para XXVIII of Chapter 6 General Terms and Conditions of Contract may be referred to in calculating them.

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

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

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

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

Signature of authorized person

Full Name:

Seal:

Date:

Place:

20. Acceptance letter by the Tenderer on the letterhead of the company

To

The Senior Accounts Officer (Major Procurement Section),
Public Financial Management System (PFMS),
Ministry of Finance, Department of Expenditure,
3rdFloor, Shivaji Stadium Annexe Building,
New Delhi –110001.

Sir/Madam,

I/We hereby accept unconditionally by signing all the pages of the Tender document and other documents attached therewith all the terms and conditions as contained in tender documents as well as notice inviting tender (NIT) and in default thereof, to forfeit and pay to PFMS, or its successors such sums of money as are stipulated in the notice inviting tenders and tender documents.

Dated the day of _____

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS)

ADDRESS

SEAL OF TENDERER

SIGNATURE OF WITNESS

NAME (CAPITAL LETTERS)

ADDRESS

21. Undertaking by the Bidder

- I. I/We agree to abide by and fulfil all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, to forfeit and pay to **PFMS, O/o the Controller General of Accounts** or its successors such sums of money as are stipulated in the notice inviting tenders and tender documents.
- II. I/We hereby pay the earnest money of amount as mentioned in the Tender documents in favour of PAO, o/o CGA, New Delhi payable at New Delhi.
- III. If I/We fail to provide the desired manpower as per the order/Work Award Letter within 30 days of the date of issue of Work Award Letter and/or I/we fail to sign the agreement as per contract and/or I/we fail to submit performance guarantee as per contract, I/we agree that PFMS, O/o the Controller General of Accounts shall, without prejudice to any other right or remedy, be at liberty to cancel the Work Award Letter and the said earnest money as specified above shall stand forfeited.
- IV. I/we are also enclosing herewith the Acceptance letter on the prescribed Performa referred to in condition of NIT.

Dated the day of _____

SIGNATURE OF TENDERER:

NAME (CAPITAL LETTERS):

ADDRESS:

SEAL OF TENDERER:

SIGNATURE OF WITNESS:

NAME (CAPITAL LETTERS):

ADDRESS:

Contract Agreement**Consultants' Services****Contents**

S.No.	Contents
I	Form of Contract
II	General Conditions of Contract
	1) General Provisions
	2) Commencement, Completion, Modification and Termination of Contract
	3) Obligations of the Company/Firm/Agency
	4) Company/Firm/Agency's Personnel
	5) Obligations of the Authority
	6) Payments to the Company/Firm/Agency
	7) Fairness and Good Faith
	8) Settlement of Disputes
	9) Miscellaneous Provisions
	10) Travelling and other overhead Expenses
III	Special Conditions of Contract
IV	Appendices
	Appendix A – Description of Services
	Appendix B – Total Cost of Services
	Appendix C - Duties of the Authority
	Appendix D – Duties of the Company/Firm/Agency
	Appendix E – Format of Bank Guarantee/Performance Security

CONTRACT

**FOR HIRING OF PROJECT MANAGERS AND OPERATIONAL MANAGERS FOR
PUBLIC FINANCIAL MANAGEMENT SYSTEM**

between

**[The President of India acting through the Joint Controller General of Accounts
(Department of Expenditure), Ministry of Finance, Government of India]**

and

**[Name of the Company/Firm/Agency providing services of Project Managers and
Operational Managers for Public Financial Management System]**

Dated:

I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between the President of India acting through the Joint Controller General of Accounts, Ministry of Finance, Department of Expenditure, Government of India, Maha Lekha Niyantrak Bhawan, E-Block, GPO Complex, INA, New Delhi-110023, hereinafter called the "Authority", of the First Part and, [name of Company/Firm/Agency] of the Second Part.

WHEREAS

- (a) The company/firm/agency, having represented to the "Authority" that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated **13.02.2018** issued by the Authority;
- (b) The "Authority" has accepted the offer of the Company/Firm/Agency to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:
 - Appendix A: Description of Services
 - Appendix B: Total Cost of Services
 - Appendix C: Duties of the "Authority"
 - Appendix D: Duties of the Company/Firm/Agency

2. The mutual rights and obligations of the "Authority" and the Company/Firm/Agency shall be as set forth in the Contract, in particular:

- (a) The Company/Firm/Agency shall carry out, provide and complete the Services in accordance with the provisions of the Contract; and
- (b) The "Authority" shall make payments to the Company/Firm/Agency in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

<p>In presence of (Witnesses)</p> <p>(i)</p> <p>(ii)</p>	<p>1</p>	<p>Signed by _____</p> <p>For and on behalf of the President of India</p> <p>[Authorized Representative]</p>
<p>In presence of (Witnesses)</p> <p>(i)</p> <p>(ii)</p>	<p>2</p>	<p>For and on behalf of [name of Company/Firm/Agency]</p> <p>[Note: If the Company/Firm/Agency consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]</p>
	<p>3</p>	<p>For and on behalf of each of the Members of the Company/Firm/Agency.</p> <p>[name of member]</p> <p>[Authorized Representative]</p>
	<p>4</p>	<p>[name of member]</p> <p>[Authorized Representative]</p>

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (b) "Company/Firm/Agency" means any private or public entity/ Company/ Firm/ Agency that will provide the Services to the "Authority" under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) "Foreign Currency" means any currency other than the currency of the "Authority's" country.
- (g) "GC" mean these General Conditions of Contract.
- (h) "Government" means the Government of India
- (i) "Local Currency" means Indian Rupees.
- (j) "Party" means the "Authority" or the Company/Firm/Agency, as the case may be, and "Parties" means both of them.
- (k) "Personnel" means professionals and support staff provided by the Company/Firm/Agency and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
- (l) "Reimbursable expenses" means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (m) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (n) "Services" means the work to be performed by the Company/Firm/Agency pursuant to this Contract, as described in Appendix A hereto.
- (o) "Sub-Company/Firm/Agency" means any person or entity to whom/which the Company/Firm/Agency subcontracts any part of the Services.
- (p) "Third Party" means any person or entity other than the "Authority", or the Company/Firm/Agency.
- (q) "In writing" means communicated in written form with proof of receipt.

1.2 Relationship between the Parties: Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Authority" and the Company/Firm/Agency. The Company/Firm/Agency, subject to this Contract, has complete charge of Personnel and Sub-Company/Firm/Agency, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.6 Location: The Services shall be performed at all States/UTs of India as are specified in **Appendix-A**.

1.7 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Authority" or the Company/Firm/Agency may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties: The Company/Firm/Agency, Sub-Company/Firm/Agency and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.9 Fraud and Corruption

1.9.1 Definitions: It is the Authority's policy to require that Authority as well as Company/Firm/Agency observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Authority defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "Collusive practices" means a scheme or arrangement between two or more Company/Firm/Agency, with or without the knowledge of the Authority, designed to establish prices at artificial, non-competitive levels;
- (iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.9.2 Measures to be taken by the Authority

- (a) The Authority may terminate the contract if it determines at any time that representatives of the Company/Firm/Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the

execution of that contract, without the Company/Firm/Agency having taken timely and appropriate action satisfactory to the Authority to remedy the situation;

- (b) The Authority may also sanction against the Company/Firm/Agency, including declaring the Company/Firm/Agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Company/Firm/Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Authority -financed contract;

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 **Effectiveness of Contract:** This Contract shall come into force and effect on the date (the "Effective Date") of the "Authority's" notice to the Company/Firm/Agency instructing the Company/Firm/Agency to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.
- 2.2 **Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 2.3 **Commencement of Services:** The Company/Firm/Agency shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.4 **Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.5 **Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
- 2.6 **Modifications or Variations:**
 - (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
 - (b) In cases of substantial modifications or variations, the prior written consent of the Authority is required.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts

or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be taken:

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Company/Firm/Agency, upon instructions by the "Authority", shall either:
 - (i) Demobilize; or
 - (ii) Continue with the Services to the extent possible, in which case the Company/Firm/Agency shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension: The "Authority" may, by written notice of suspension to the Company/Firm/Agency, suspend all payments to the Company/Firm/Agency hereunder if the Company/Firm/Agency fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Company/Firm/Agency to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Company/Firm/Agency of such notice of suspension.

2.9 Termination

2.9.1 By the "Authority": The "Authority" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause GC 2.9.1.1.

2.9.1.1

- (a) If the Company/Firm/Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Authority" may have subsequently approved in writing.
- (b) If the Company/Firm/Agency becomes (or, if the Company/Firm/Agency consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Company/Firm/Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Company/Firm/Agency, in the judgment of the "Authority", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Company/Firm/Agency submits to the "Authority" a false statement which has a material effect on the rights, obligations or interests of the "Authority".
- (f) If the Company/Firm/Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Authority.
- (g) If the Company/Firm/Agency fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.
- (h) If, as the result of Force Majeure, the Company/Firm/Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (i) If the "Authority", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence the "Authority" shall give a not less than thirty (30) days' written notice of termination to the Company/Firm/Agency, and sixty (60) days' in case of the event referred to in (f).

2.9.2 By the Company/Firm/Agency: The Company/Firm/Agency may terminate this Contract, by not less than thirty(30) days' written notice to the "Authority", in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- (a) If the "Authority" fails to pay any money due to the Company/Firm/Agency pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Company/Firm/Agency that such payment is overdue.
- (b) If, as the result of Force Majeure, the Company/Firm/Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the "Authority" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

- (d) If the "Authority" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Company/Firm/Agency may have subsequently approved in writing) following the receipt by the "Authority" of the Company/Firm/Agency's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Company/Firm/Agency's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Company/Firm/Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Company/Firm/Agency and equipment and materials furnished by the "Authority", the Company/Firm/Agency shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the "Authority" shall make the following payments to the Company/Firm/Agency:

- (a) If the Contract is terminated pursuant to Clause 2.9.1.1 (h), (i) or 2.9.2, remuneration pursuant to Clause GC 6.3 hereof for Services satisfactorily performed prior to the effective date of termination.
- (b) If the agreement is terminated pursuant of Clause 2.9.1.1 (a) to (g), the Company/Firm/Agency shall not have been entitled to receive any agreed payments upon termination of the contract. However, the "Authority" may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Authority. Applicable Under such circumstances, upon termination, the Authority may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Company/Firm/Agency will be required to pay any such liquidated damages to Authority within 30 days of termination date.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE COMPANY/FIRM/AGENCY PROVIDING SERVICES

3.1 General

3.1.1 Standard of Performance: The Company/Firm/Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Company/Firm/Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the "Authority", and shall at all times support and safeguard the "Authority's legitimate interests in any dealings with Sub-Company/Firm/Agency or Third Parties.

3.2 Conflict of Interests: The Company/Firm/Agency shall hold the "Authority's interests' paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Company/Firm/Agency shall promptly disclose the same to the Authority and seek its instructions.

3.2.1 Company/Firm/Agency not to benefit from Commissions, Discounts, etc.:

(a) The payment of the Company/Firm/Agency pursuant to Clause GC 6 hereof shall constitute the Company/Firm/Agency's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Company/Firm/Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Company/Firm/Agency shall use its best efforts to ensure that any Sub-Company/Firm/Agency, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Company/Firm/Agency, as part of the Services, has the responsibility of advising the "Authority" on the procurement of goods, works or services, the Company/Firm/Agency shall comply with the Authority's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Authority". Any discounts or commissions obtained by the Company/Firm/Agency in the exercise of such procurement responsibility shall be for the account of the "Authority".

3.2.2 Company/Firm/Agency and Affiliates Not to Engage in Certain Activities: The Company/Firm/Agency agrees that, during the term of this Contract and after its termination, the Company/Firm/Agency and any entity affiliated with the Company/Firm/Agency, as well as any Sub-Company/Firm/Agency and any entity affiliated with such Sub-Company/Firm/Agency, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities: The Company/Firm/Agency shall not engage, and shall cause their Personnel as well as their Sub-Company/Firm/Agency and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality: Except with the prior written consent of the "Authority", the Company/Firm/Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor

shall the Company/Firm/Agency and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Company/Firm/Agency's Actions Requiring "Authority's Prior Approval: The Company/Firm/Agency shall obtain the "Authority's prior approval in writing before taking any of the following actions:

- (a) Any change or replacement of the IT Professional deployed for the assigned work.
- (b) Subcontracts: the Company/Firm/Agency may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Authority". Notwithstanding such approval, the Company/Firm/Agency shall always retain full responsibility for the Services. In the event that any Sub-Company/Firm/Agency are found by the "Authority" to be incompetent or incapable or undesirable in discharging assigned duties, the "Authority" may request the Company/Firm/Agency to provide a replacement, with qualifications and experience acceptable to the "Authority", or to resume the performance of the Services itself.

3.5 Documents Prepared by the Company/Firm/Agency to be the Property of the "Authority": All plans, drawings, specifications, designs, reports, other documents and software prepared by the Company/Firm/Agency for the "Authority" under this Contract shall become and remain the property of the "Authority", and the Company/Firm/Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Authority", together with a detailed inventory thereof. The Company/Firm/Agency may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Authority and the Authority reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Company/Firm/Agency and third parties for purposes of development of any such computer programs/modules, the Company/Firm/Agency shall obtain the "Authority's prior written approval to such agreements, and the "Authority" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.6 Equipment and Materials Furnished by the "Authority": Equipment and materials made available to the Company/Firm/Agency by the "Authority", or purchased by the Company/Firm/Agency wholly or partly with funds provided by the "Authority", shall be the property of the "Authority" and shall be marked accordingly. Upon termination or expiration of this Contract, the Company/Firm/Agency shall make available to the "Authority" an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the "Authority's instructions.

4. COMPANY/FIRM/AGENCY'S PERSONNEL

4.1 General: The Company/Firm/Agency shall deploy qualified and experienced personnel to carry out the services. Any replacement of the deployed manpower shall be by person/persons with equivalent qualifications.

4.2 Description of Personnel:

- (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Company/Firm/Agency's Personnel are as per the Company/Firm/Agency's proposal. If the Personnel have already been approved by the "Authority", his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of the Personnel may be made by the Company/Firm/Agency by written notice to the "Authority".

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Personnel may be increased by agreement in writing between the "Authority" and the Company/Firm/Agency. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Removal and/or Replacement of Personnel:

(a) Except as the "Authority" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Company/Firm/Agency, such as retirement, death, medical incapacity, resignation among others, it becomes necessary to replace any of the Personnel, the Company/Firm/Agency shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the "Authority" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Company/Firm/Agency shall, at the "Authority's" written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Authority".

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Company/Firm/Agency may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Authority". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Company/Firm/Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

5. OBLIGATIONS OF THE "AUTHORITY"

5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the "Authority" shall use its best efforts to ensure that the Government shall:

- (a) Provide the Company/Firm/Agency such documents as shall be necessary to enable the Company/Firm/Agency to perform the Services.
- (b) Issue to officials, agents and representatives of the Government all such instructions as maybe necessary or appropriate for the prompt and effective implementation of the Services.
- (c) Provide to the Company/Firm/Agency any such other assistance as maybe specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Company/Firm/Agency for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Company/Firm/Agency in performing the Services, the same shall be borne by the Authority. **The Company/Firm/Agency shall pass on any decrease in the service tax to the Authority.**

5.3 Services, Facilities and Property of the "Authority": The "Authority" shall make available to the Company/Firm/Agency, for the purposes of the Contract, the Services and Facilities free of any charge as provided in Appendix-C.

5.4 **Payment:** In consideration of the Services performed by the Company/Firm/Agency under this Contract, the "Authority" shall make to the Company/Firm/Agency such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. PAYMENTS TO THE COMPANY/FIRM/AGENCY

6.1 Total Cost of the Services

- (a) The total cost of the Services payable is set forth in Appendix -B as per the Company/Firm/Agency's proposal to the Authority.
- (b) Except as may be otherwise agreed under Clause GC 2.6, payments under this Contract shall not exceed the amount specified in Appendix-B.

6.2 **Currency of Payment:** All payments shall be made in Indian Rupees. [In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

6.3 **Terms of Payment:** The payments in respect of the Services shall be made as follows:

- (a) The Company/Firm/Agency shall submit the invoice for payment when the payment is due as per the agreed terms.
- (b) The consolidated Monthly Charges shall be payable to the Firm/Service provider on closure of the month, after submission of a bill/invoice by the firm for the services provided and a certificate of Satisfactory Services issued by the Project Cell (PFMS).

7. FAIRNESS AND GOOD FAITH

7.1 **Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 **Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 **Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, 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, clause GC 8.2 shall become applicable.

8.2 **Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Authority and the Company/Firm/Agency, 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 Authority and the Company/Firm/Agency, 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.

8.3. Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 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 Authority and the Company/Firm/Agency. 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.

9. Miscellaneous provisions:

- (i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Company/Firm/Agency shall notify the Authority/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) The Company/Firm/Agency shall be severally liable to and responsible for all obligations towards the Authority/Government for performance of works/services under the Contract.
- (v) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Company/Firm/Agency) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Authority.
- (vi) Liquidated Damages – The Authority shall levy Liquidated Damages if the Company/Firm/Agency delays the deployment of any professional from the agreed deployment plan. The LD shall be levied at the rate of 0.02 % per day of the contract value for the position of the professional. The maximum limit for the Liquidated Damages shall be 10% of the contract value for the position of the professional in respect of which the deployment is delayed and Liquidated Damage is to be levied.

10. Travelling and other overhead Expenses

Requirements:-

Work involved will involve travel on part of Senior Project Managers/ Project Managers/Operational Managers deployed with Ministries/ Departments of Central Government and SPMUs 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;
- Boarding and lodging expenses, while on journey;
- Local travel expenses;
- Other incidental expenses related to travel.

As such the travel of deployed manpower shall be regulated by the internal travel policy of the vendor. PFMS shall be reimbursing to vendor on a quarterly basis the amount spent on travel of the deployed manpower. Expenses related to pre-approved journeys by the designated authority in PFMS will be reimbursable by PFMS.

Basis of reimbursement

Total reimbursement will be on the basis of rates bid for travel expenses per journey day per person by the vendor and approved by PFMS multiplied by total number of journey days of deployed manpower.

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

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

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

III. Special Conditions of Contract:

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	<p>The addresses are</p> <ol style="list-style-type: none"> 1. "Authority": Attention: Facsimile: 2. Company/Firm/Agency: Attention: Facsimile:
2	1.8	<p>The Authorized Representatives are:</p> <p>For the "Authority":</p> <p>For the Company/Firm/Agency:</p>
3	2.1	<p>The effectiveness conditions are the following:</p> <ol style="list-style-type: none"> 1. Signature of the contract by both parties 2. Submission of applicable Performance Security as per agreed deployment plan. <p>The Contract shall come into force and effect on the date (the "Effective Date") notified by the Authority in the "Authority's" notice to the Company/Firm/Agency instructing the Company/Firm/Agency to begin carrying out the Services. The "Effective Date" shall be the date on which the Company/Firm/Agency shall begin carrying out the services.</p>
4	2.2	The time period shall be Two (02) Months.
5	2.3	The time period shall be-----, The Company/Firm/Agency shall begin carrying out the services on the "Effective Date".
6	2.4	The time period shall be Thirty-Six (36) Months.
7	3.5	<p>The risks and the insurance coverage shall be as follows:</p> <ol style="list-style-type: none"> (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Company/Firm/Agency or its Personnel or any Sub- Company/Firm/Agency or their Personnel. (b) Third Party liability insurance. (c) Professional liability insurance to cover the Authority against any loss suffered by the Authority due to the professional service provided by the Company/Firm/Agency, with a minimum coverage of an amount twice the value of this Contract.

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<p>(d) Workers' compensation insurance in respect of the Personnel of the Company/Firm/Agency and of any Sub-Company/Firm/Agency, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Company/Firm/Agency's property used in the performance of the Services, and (iii) any documents prepared by the Company/Firm/Agency in the performance of the Services, by theft, fire or any natural calamity.</p>
8	6.1 (b)	The ceiling in local currency is: INR _____ (Rupees _____ only)
9	6.3	For time based contracts remuneration will be paid on monthly basis.
10	8.3	The Arbitration proceedings shall take place in New Delhi in India.

Binding signature of Authority Signed by:

Binding signature of Company/Firm/Agency Signed by:

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

TERMS OF REFERENCE

Objective, Scope of Work, eligibility criteria & deliverables

1. BACKGROUND AND EXPECTATIONS

1.1 Background:

Public Financial Management System (PFMS) is Central Sector Scheme of Government of India being implemented by Controller General of Accounts, Department of Expenditure, Government of India.

It has been the constant endeavor of Government to bring in greater efficiency and transparency in the financial administration of schemes and programmes of Government. This is planned to be achieved by being able to track usage of public funds and enabling faster transfer of benefits to the citizen. Efficiency is also planned to be achieved through reporting which provides data at greater granularity for decision making.

PFMS is envisaged to deliver these governance objectives. It will be a system, wherein relevant financial information related to Government operations including transaction level details will be available. The granularity of financial information will be both deep and wide i.e. PFMS will not only widen the entity-wise coverage, but will also go deeper to track utilization of funds upto the end beneficiary.

This is proposed to be achieved by:

- Increasing coverage of PFMS to implementing agencies of the Union and State Governments;
- Building interfaces with the banking system with the objective of making timely payment to beneficiaries;
- Availability of transaction level details and making them available to citizen and other stakeholders for more informed choices;
- Bringing in greater synergy across various financial systems of Central and State Government by bring them on PFMS platform or through periodic exchange of data.

Already preparatory work has been done to validate various processes involved in achieving these targets. Initial integration and implementation work with most State Governments and Central Ministries has been largely completed. Nearly 2 million agencies of Centre and State Governments are already using PFMS for various aspect of financial administration. This number has grown rapidly and is expected to increase in the near future as coverage becomes more comprehensive.

Way forward now is to provide horizontal spread to concept and processes which are largely proven and established. Government has mandated PFMS to fully implement PFMS across the Nation till the last tier of Governance by 31st March 2020. This will be achieved by complete tracking of public funds and enabling “just in time” transfer of funds to end beneficiary.

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. By 31st March 2020 every distant corner of the country will need to be covered as part of this roll out plan.

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.

1.2 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 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 Central Project Management Unit(CPMU), State Project Management Unit (SPMU) and Central Ministries/Departments in 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 CPMU for improvement or customization of the various modules of PFMS application;
- Providing feedback to SPMU for such changes in the application, which can be done by SPMU.

2. REQUIREMENT

REQUIREMENT OF PROJECT MANAGERS AND OPERATIONAL MANAGERS

Sl. No.	Designation	No. of Manpower Required
1	Sr. Project Manager	01
2	Project Manager	77
3	Operational Manager	254
	Total	332

LOCATION FOR PROVIDING SERVICES OF SR.PROJECT MANAGERS, PROJECT MANAGERS AND OPERATIONAL MANAGERS FOR PFMS

Sl. No.	Designation	No. of Manpower	Location for Providing Services
1	Sr. Project Manager	01	PFMS, New Delhi
2	Project Managers	01	CPMU, PFMS, 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
	01	Ministry of Agriculture, New Delhi
	01	Ministry of Chemicals & Fertilizer, New Delhi
	01	Ministry of Coal, New Delhi
	01	Ministry of Commerce & Industry, New Delhi
	01	Ministry of Communication & IT, New Delhi
	01	Ministry of Consumer Affair, 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
	01	Ministry of Environment, New Delhi
	01	Ministry of External Affair, New Delhi
	01	Ministry of Finance, New Delhi
	01	Ministry of Food Processing Industries, New Delhi
	01	Ministry of Health & Family Welfare, New Delhi
	01	Ministry of Heavy Industries & PE, New Delhi
	01	Ministry of Home Affairs, New Delhi
	01	Ministry of Human Resource Development, New Delhi
	01	Ministry of Information & Broadcasting, New Delhi
	01	Ministry of Labour & Employment, New Delhi
	01	Ministry of Micro, Small & Medium, New Delhi
	01	Ministry of Minority Affairs, New Delhi
	01	Ministry of New & Renewable Energy, New Delhi

		01	Ministry of Panchayati Raj, New Delhi
		01	Ministry of PPG & P, New Delhi
		01	Ministry of Planning, New Delhi
		01	Ministry of Power, New Delhi
		01	Ministry of RTH, New Delhi
		01	Ministry of Rural Development, New Delhi
		01	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
		01	Ministry of Urban Development, New Delhi
		01	Ministry of Water Resources, New Delhi
		01	Ministry of Women & Child Development, New Delhi
		01	Ministry of Youth Affairs & Sports, New Delhi
3	Operational Managers	04	Andhra Pradesh
		09	Arunachal Pradesh
		07	Assam
		10	Bihar
		13	Chhattisgarh
		01	Goa
		08	Gujarat
		05	Haryana
		12	Himachal Pradesh
		11	Jammu & Kashmir
		12	Jharkhand
		10	Karnataka
		07	Kerala
		17	Madhya Pradesh
		12	Maharashtra
		05	Manipur
		06	Meghalaya
		04	Mizoram
		06	Nagaland
		10	Odisha
		05	Punjab
		11	Rajasthan
		04	Sikkim
		11	Tamil Nadu

		05	Telangana
		19	Uttar Pradesh
		07	Uttarakhand
		04	Tripura
		05	West Bengal
		02	Andaman & Nicobar
		01	Chandigarh
		01	Dadra and Nagar Haveli
		01	Daman & Diu
		01	Lakshadweep
		06	NCT Delhi
		02	Puducherry
	Total	332	

- The location wise deployment will be as per the above table, subject to 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 tenderer on the same terms and conditions. **The maximum limit for variation in no. of PMs and OMs required will be 15% to 20% after obtaining the approval of the competent authority in the government.**

3. SCOPE OF WORK AND TECHNICAL REQUIREMENT FOR PROJECT MANAGERS AND OPERATIONAL MANAGERS TO BE DEPLOYED BY THE SUCCESSFUL BIDDER

Scope of work:-

Work involves hand holding and providing 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 PFMS implementation. 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. SR. PROJECT MANAGER (01)

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

- Studying/analyzing the project requirement;
- Providing guidance to deployed project team;
- Coordinating with domain and technical teams at Central Project Management Unit(CPMU) of PFMS;
- 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.

Professional Qualification:- Minimum qualification expected of a Senior Project Manager is Bachelor in Technology/Bachelor in Technology with Masters in Business Administration.

Experience:-She/he must have 5-7 years of relevant job experience. Previous experience of working in the areas of public financial management will be preferred.

II. PROJECT MANAGER(77)

Job Expectation: - It will be a techno managerial job with expectations of steering implementation of PFMS in the designated area of work. Project Manager will be managing a large team spread across the State or through 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.
- Providing guidance to deployed project team under direct supervision.
- Coordinating with Senior Project Manager deployed at CPMU 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.

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

Experience: -She/he must have 3-5 years of relevant job experience. Previous experience of working in the areas of public financial management will be preferred.

III. OPERATIONAL MANAGERS(254)

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 CPMU/SPMU in capacity building efforts.
- Coordinating with Project Manager- with whom deployed to provide necessary feedback for system improvement and seeking support.
- Assist PFMS in necessary documentation and project monitoring activities.
- Assist manpower deployed at the level of districts in support activities being carried out by them.
- Deployed manpower must be proficient in various Microsoft office IT applications such as Microsoft Excel, Microsoft Word and Microsoft PowerPoint etc.

Professional Qualification:-

B.E. /B. TECH. /M. SC. (CS/IT)/MCA

Experience:-

1-2 years of relevant job experience. Knowledge and proficiency in local language of the area of deployment will be preferable.

APPENDIX B – TOTAL COST OF SERVICES

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

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

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

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

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

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

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

I. Contract Price (Ceiling)

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

Contract Ceiling: Rupees _____ only

II. Other provisions

1. The unit rates and total cost of services are inclusive of all applicable duties & taxes as on the date signing of contract.
2. The unit rates and total cost of services shall remain firm during 24 months of contract duration except for adjustments that may be made in accordance with terms and conditions of the contract for changes in applicable taxes and duties.
3. Payments for consolidated monthly charges shall be made to the Firm/Agency on a monthly basis on submission of a bill/invoice for the services provided along with supporting documents such as certified attendance and satisfactory performance of personnel.
4. Prorated deductions shall be made from monthly charges for any personnel on account of unauthorized absence.

APPENDIX C - DUTIES OF THE “AUTHORITY”

The Authority will provide the following inputs and facilities:-

1. Office space and infrastructural facilities such as Office, Telephone, Fax, Computer with Internet Connection (NIC Line), Stationary, etc.
2. All relevant information & documents such as System Requirement Specifications, data, Progress Reports, roll out plan, detail of progress achieved in development of different modules of the PFMS system.
3. Support & coordination of other members of the IT Team involved in Software Development for the PFMS portal.
4. Other administrative support for carrying out the functions under the contract, as required.

APPENDIX D- Duties of the Company/Firm/Agency

1. The Sr. Project Manager, Project Managers and Operational Managers are required to perform the work in the premises of the PFMS, Project Cell in the office of the Controller General of Accounts, or any other office as may be assigned by the Authority. The Services shall be performed at all States/UTs of India as are specified in **Appendix-A**.
2. The Sr. Project Manager, Project Managers and Operational Managers provided by the Company/Firm/Agency shall report to Assistant Controller General of Accounts/Sr. Accounts Officer (Admn.) PFMS.
3. The Sr. Project Manager, Project Managers and Operational Managers shall be required to submit reports periodically about the progress of work done by them as may be prescribed by Assistant Controller General of Accounts/Sr. Accounts Officer (Admn.) PFMS from time to time.
4. The Sr. Project Manager, Project Managers and Operational Managers provided by the Company/Firm/Agency shall be entitled for leave as per the Company/Firm/Agency policy. These leaves will be granted after the concurrence of officer in-charge of PFMS also.
5. **Travelling and other overhead Expenses**

Requirements:-

Work involved will involve travel on part of Senior Project Manager/ Project Managers/Operational Managers deployed with Ministries/ Departments of Central Government and SPMUs 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;
- Boarding and lodging expenses, while on journey;
- Local travel expenses;
- Other incidental expenses related to travel.

As such the travel of deployed manpower shall be regulated by the internal travel policy of the vendor. PFMS shall be reimbursing to vendor on a quarterly basis the amount spent on travel of the deployed manpower. Expenses related to pre-approved journeys by the designated authority in PFMS will be reimbursable by PFMS.

Basis of reimbursement

Total reimbursement will be on the basis of rates bid for expenses/journey day by the vendor and approved by PFMS multiplied by total number of journey days of deployed manpower.

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

Designation	Numbers deployed	At Delhi	Outside Delhi	Travel Entitlement	Expected Travel in a year
Senior Project Manager (Sr PM)	1	1	0	5. By Air – Economy 6. By Rail – II AC/Chair Car or Equivalent 7. By Road – A/C Public Transport 8. Local Transport – Taxi/Auto Rickshaw/AC Public Transport	12 visits to different parts of the country (expected 3 days each visit excluding journey time)
Project Manager (PM)	77	41	36	4. By Rail – III AC/Chair Car or Equivalent 5. By Road – Public Transport 6. Local Transport – Taxi/Auto Rickshaw/ Public Transport	41 Project Managers (PMs posted at Delhi and 2 PMs posted at Department of Atomic Energy, Mumbai and Department of Space, Bengaluru) are expected to perform 6 journeys to different parts of the country. (expected 3 days each visit excluding journey time) 36 Project Managers which are posted outside Delhi are expected to perform 6 journeys within the State of deployment. (expected 3 days each visit excluding journey time)
Operational Managers (OM)	254	6	248	4. By Rail – III AC/Chair Car or Equivalent 5. By Road – Public Transport 6. Local Transport – Taxi/Auto Rickshaw/ Public Transport	All the Operational Managers are expected to perform 6 journeys mostly within the State of deployment. (expected 3 days each visit excluding journey time)
Total	332	48	284		

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

APPENDIX E - Format Bank Guarantee for Performance Security

(In the format below)

To

**The President of India
(Acting through the Joint Controller General of Accounts,
O/o the Controller General of Accounts,
Ministry of Finance,
Maha Lekha Niyantrak Bhawan,
E-Block, GPO Complex,
INA, New Delhi-110023**

In consideration of the Controller General of Accounts, M/o Finance acting on behalf of the President of India (hereinafter referred as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s _____, having its office at _____ (hereinafter referred as the "Company/Firm/Agency/Supplier of services of Sr. Project Manager, Project Managers and Operational Managers which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. _____ dated _____ valued at Rs. _____/- (Rupees _____), (hereinafter referred to as the "Agreement") a Services of Sr. Project Manager, Project Managers and Operational Managers for the web enabled application/portal being developed by the Controller General of Accounts (CGA), M/o Finance (Department of Expenditure), Government of India for the implementation of Public Financial Management System, GoI and the Company/Firm/Agency having agreed to furnish a Bank Guarantee amounting to Rs. _____/- (Rupees _____ only) to the Authority for performance of the said Agreement.

1. We, _____ (hereinafter referred to as the "Bank") at the request of the Company/Firm/Agency/Supplier of the services do hereby undertake to pay to the Authority an amount not exceeding Rs. _____/- (Rupees _____ only) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Company/Firm/Agency of any of the terms or conditions contained in the said Agreement.
2. We, _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Company/Firm/Agency of any of the terms or conditions contained in the said Agreement or by reason of the Company/Firm/Agency's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____/- (Rupees _____ only).
3. We undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Company/Firm/Agency in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Company/Firm/Agency shall have no claim against us for making such payment.
4. We, _____ (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect for 26 months from the date of issue of Letter of Award (LOA). Unless a demand or claim under this Guarantee is made on us

in writing on or before a period of six months from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, _____ (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Company/Firm/Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Company/Firm/Agency and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Company/Firm/Agency or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Company/Firm/Agency or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Company/Firm/Agency.

7. We, _____ (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

Dated the _____ day of _____ 2018

For _____

(Name of Bank)

(Signature, Name and Designation of the Authorised Signatory of the Bank)

Seal of the Bank:

NOTES:

(i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

(ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

23.

DATA SECURITY CERTIFICATE**(To be executed on Rs.100/- Non-Judicial Court Stamp)**

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

I / We also agree that any data pertaining to PFMS will be handed over / removed (as the case may be) from my / our possession in the presence of person(s) authorized by PFMS after completion of the task.

Signature of the contracting Company/Firm/Agency**Name:****Date****Signature & Address of the witnesses****(1)****(2)**

24.

Form Tech – 1 to Form Tech – 5

Form Tech-1

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To,

Sr. Accounts Officer,
Major Procurement Section,
Public Financial Management System,
3rd Floor, Shivaji Stadium Annexe,
Saheed Bhagat Singh Marg,
New Delhi - 110001.

Dear Sir/Madam,

We, the undersigned, offer to provide the services of Sr. Project Manager, Project Managers and Operational Managers for the universal roll-out of Public Financial Management System of the Ministry of Finance, Department of Expenditure, Govt. of India in accordance with your Notice Inviting Tender No. **C-13015(427)/MF.CGA/PFMS/PMs and OMs/2017-18/11231 dated 13.02.2018** and our proposal. We are hereby submitting our proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD and bid processing fees.

We hereby declare that all the information and statement made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours Sincerely,

Authorized Signature
Name and Title of Signatory:
Name of Firm:
Address:

FORM TECH-2

FIRM/AGENCY'S ORGANIZATION AND EXPERIENCE

A. Company/Firm/Agency's Organization

[Provide here a brief description of the background and organization of your Company/Firm/Agency for this assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the Company/Firm/Agency etc. shall be provided]

B. Company/Firm/Agency's Experience

[Using the format below, provide information on each Assignment/job for which your firm was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out the Assignment/job similar to the ones requested under this Assignment/job and Tender.]

1. Firm's name:

1	Assignment/job name(of the similar nature as required in this Tender Document)	
1.1	Description of Project	
1.2	Approx. value of the contract (in Rupees)	
1.3	Country:	
1.4	Location within country:	
1.5	Duration of Assignment/job (months)	
1.6	Name of Employer/Client	
1.7	Address	
1.8	Total No of staff-months of the Assignment/job	
1.9	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees)	
1.10	Start date (month/year)	
1.11	Completion date (month/year)	
1.12	Name of associated Consultants, if any	

1.13	No. of professional staff provided by associated Consultants and for No. of Months	
1.14	Name of senior professional staff of your firm involved and functions performed	
1.15	Description of actual Assignment/job provided by your staff within the Assignment/job	

Note: Please provide documentary evidence from the client, i.e. copy of work order, contracts and completion certificate for each of above mentioned assignment. The experience may not be considered for evaluation if such requisite supports documents are not provided with the proposal.

Form Tech - 3

DESCRIPTION OF THE APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

AND

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

A- Approach, Methodology and Work Plan

[It is suggested to present the Proposal divided into the following three chapters:

- a Technical Approach and Methodology
 - b Work Plan, and
 - c Organization and Staffing
- a) **Technical Approach and Methodology.** In this chapter, you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of details of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) **Work Plan.** In this chapter, you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.
- c) **Organization and Staffing.** In this chapter, you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

B- Comments and Suggestions on the Terms of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the work/assignment (such as deleting some qualification or activity you consider unnecessary, or adding another, or proposing a different & more relevant qualification or phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

C- Comments and Suggestions on Inputs and Facilities to be provided by the employer

Comment here on Inputs and facilities to be provided by the Employer.

Form Tech – 4

COMMENTS/MODIFICATIONS SUGGESTED ON DRAFT CONTRACT

[Here the Firm/Agency/Consultant shall mention any suggestion/views on the draft contract attached with the Tender document. The firm may also mention here any modifications sought by him in the provisions of the draft contract. However, the Employer is not bound to accept any/all modifications sought and may reject any such request of modification.]

Form Tech – 5

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND
DECLARATION THEREOF

Are there any activities carried out by your Company/Firm/Agency which are of conflicting nature. If yes, please furnish details of any such activities.

If no, please certify,

I/We hereby declare that our Company/Firm/Agency am/are not indulged in any such activities which can be termed as the conflicting activities. I/We also acknowledge that in case of misrepresentation of the information, our proposals/ contract shall be rejected/ terminated by the Employer/ Authority which shall be binding on us.

Authorized Signature [In full and initials]

Name and Title of Signatory

Name of Firm

Address