

**Annexure - A  
Replies to Pre-bid Queries**

**Subject: Hiring of Manpower on T & M and Secondment modes**

Sr. No.	Section No.	Clause No.	Page No.	Query/ Request from Bidders	C-DAC's Response
1	SECTION I: INVITATION FOR PROPOSALS	Online e-Packet No. 1: "Technical e-Bid" shall contain following documents in .pdf format only:	5	Please ammend as below: g. A certificate from a Chartered Accountant/ <b>Company Secretary/ Authorised Signatory</b> certifying annual turnover of the applying agency, pertaining to IT /ITES services for the financial years 2021-22 , 2020-21 and 2019-2020.	Please refer corrigendum.
2	SECTION I: INVITATION FOR PROPOSALS	Online e-Packet No. 1: "Technical e-Bid" shall contain following documents in .pdf format only:	5	It will be difficult to provide the exact count of manpower for each of the 65 roles, we request that the bidder maybe allowed to give a cetrificate from the HR Head stating that roles with these skill sets are available with the organisation without giving the exact count.	Please refer corrigendum.
3	SECTION I: INVITATION FOR PROPOSALS	Online e-Packet No. 1: "Technical e-Bid" shall contain following documents in .pdf format only:	5	Kindly specify the types of awards, professional membership, etc. you are expecting the bidder to provide.	Please refer corrigendum.
4	SECTION- IV: SCOPE OF SERVICES AND ROLES		15	Please ammend as below: The following terms and conditions shall be applicable for service provider and the personnel deployed by them. A: General Terms and conditions:(applicable in case of both T & M and Secondment models) 1. The selected service provider shall have to execute an agreement with C-DAC on the terms and conditions <del>stipulated by C-DAC to be mutually agreed</del> for deployment of the manpower. 4. Working Timings, holidays of the selected staff will be looked after by CDAC 5. Leave and related matters of such employees will be looked after by service provider with <del>consent and approval of notification to</del> C-DAC 12. C-DAC also reserves the right to reject any or all the manpower provided, even after deployment, if they do not conform to the required qualifications or performance specifications (i.e. if their performance is not satisfactory) or where the manpower is absent for 3 consecutive working days without <del>any reasonable cause approved leaves</del> . <del>13. The decision of CDAC shall be final and binding in the matter.</del> 14. C-DAC also reserves the right to <del>terminate</del> <del>ask for replacement of</del> the services of any or all the manpower deployed, by giving one month notice, in which case, a substitute shall be provided by the service provider. 15. The service provider shall comply with the timelines defined by C-DAC in respect of any substitution of manpower. For substitutions as well as for any delay in deployment of manpower, penalties shall also be payable by the service provider as per levied by CDAC <del>which shall not exceed in aggregate one percent of the value of the delayed services</del> . 17. Deployment of the manpower shall not entitle them to any continuity or permanent or temporary employment of any kind with C-DAC. <del>18. The service provider shall undertake to indemnify C-DAC against any such claims by the manpower deployed by them.</del> 26. The person to be deployed by the Service provider shall work under the control of CDAC. He may be assigned to any work decided by the Authority of CDAC as and when required. If any of the manpower deployed by the service provider will disobey to carry out such order of the Authority; his/her service shall be withdrawn immediately and sent back to the Service Provider. In such a case the Service Provider shall provide a substitute manpower within <del>3</del> <del>15</del> <del>(Threefifteen)</del> working days. <del>33. The Service Provider shall provide a substitute well in advance against the manpower who would leave 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 Service Provider. The Service Provider shall be responsible for depositing the contribution of both the share of employee and employer towards Provident Fund and Employees State Insurance; wherever applicable for the manpower deployed in C-DAC.</del>	Please refer corrigendum.

5	SECTION- IV: SCOPE OF SERVICES AND ROLES	F: Obligations of the Service Provider	56	<p>Please amend as below:</p> <p>f. Rights of Use: <u>Subject to the provisions of this Agreement and Service Provider's rights over its pre-existing IP.</u> All rights of use of any process, product, service, or data developed, generated, or collected, received from C-DAC or any other task performed by the manpower deployed by Service Provider under the execution of projects awarded under this Empanelment, would lie exclusively with C-DAC or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the manpower deployed by Service Provider shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of C-DAC or its nominated agencies.</p>	Please refer corrigendum.
6	SECTION- IV: SCOPE OF SERVICES AND ROLES		57	<p>Please amend as below:</p> <p>i. Intellectual Property Rights (IPR):C-DAC/its client shall own the IP Rights of the software solution developed by service provider except the pre-existing IP. <u>Pre-existing work: All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party under this Agreement ("pre-existing work") shall remain the sole property of that Party. During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the SERVICE PROVIDER should grant C-DAC a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to C-DAC as part of the service or deliverables only for its internal business operations. Under such license, either of parties will have no right to sell the pre-existing work of the other party to a Third Party. C-DAC's license to pre-existing work is conditioned upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that Service Provider leaves with C-DAC at the conclusion of performance of the services. Residuals: In no event shall SERVICE PROVIDER be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables, set-out in this Agreement or Annexure. In addition, subject to the confidentiality obligations, SERVICE PROVIDER shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services. All the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall</u></p>	Please refer corrigendum.
7	MMG & Legal		65	<p>Please amend as below:</p> <p>ANNEXURE – A: COVERING LETTER (To be submitted in original on letterhead) Date: To The Executive Director Centre for Development of Advanced Computing Innovation Park, Panchavati, Pune – 411008 Subject: Submission of RFP for Appointment of service providers Dear Sir, We hereby submit our proposal in response to the invitation for Request for Proposal (RFP) No. CDACP/RFP/HRD/21-22/348 published on 29th June, 2022 for the above purpose. We would like to send our proposal for empanelment as service Provider. Please find enclosed herewith the below listed documents, as required. 1. Authority Letter (Annexure – B) 2. Undertaking towards EMD (Annexure - C) 3. Details of the skilled manpower on our roll 4. Details of Organization (Annexure - D) We hereby declare that all the information and statements made in this proposal are true and we accept that any misinterpretation contained in it, may lead to our disqualification. <u>Subject to deviations. We</u> agree to abide by <del>a</del>h the terms and conditions of the RFP document. We would hold the terms of our proposal valid for 90 days as stipulated in the RFP document. We also undertake that <u>to the best of our knowledge and based on the documents available</u> we are not blacklisted or debarred from bidding process, by any Educational/R&amp;D /Govt. Organization, as on date of submission of the bids and that there have been no regulatory actions initiated /pending against us as on the date of release of RFP <u>which may have an adverse impact on the delivery of services under this Agreement.</u> We agree that the IPR of the technology developed during the deployment will <u>(bespoke development)</u> vest with C-DAC perpetually. We understand you are not bound to accept any bid you receive.</p>	Please refer corrigendum.

8	ANNEXURE – C: Undertaking Towards EMD		67 Please ammend as below: ANNEXURE – C: Undertaking Towards EMD Date: To: The Executive Director, Centre for Development of Advanced Computing (C-DAC) Innovation Park, Panchavati, Pashan Road, Pune - 411008 Maharashtra, INDIA Subject: Undertaking as per GFR – 2017, Rule 170(iii) Dear Sir, We, the undersigned, offer to provide the skilled manpower resources, at C-DAC, Pune, in response to your RFP. No CDACP/RFP/HRD/21-22/348 published on 29th June, 2022. We are hereby submitting our proposal for same through www.eprocure.gov.in. As a part of eligibility requirement stipulated in said RFP document, we hereby submit a declaration in lieu of Earnest Money Deposit (EMD), as given below: 1. Our bid shall remain valid for 90 days from the date of submission and that we will not withdraw or modify our bid during the validity period, 2. In case, we are declared as successful service provider and an order is placed on us, we will submit the acceptance in writing within 7 days of placement of order on us. 3. In case, we are declared as successful service provider and an order is placed on us, we undertake, to submit a Performance Security of 3 % of the order value, as per terms stipulated in the RFP. <del>4-In case of failure on our part to comply with any of the above said requirements, we are aware that we shall be declared as un-eligible for said RFP and /or debarred from any future bidding process of C-DAC or any Government entity for a period of minimum one year-</del> <u>5</u> . The undersigned is authorized to sign this undertaking.	No change in RFP .
9	General	MMG . HR & Legal	<p><b><u>Execution Infrastructure</u></b></p> <p>The C-DAC will provide necessary and adequate infrastructure to enable Service Provider to fulfill its commitment for the assignment. This will be applicable for each Service Provider Consultant associated with the project and will be arranged for and provided at no cost to Service Provider. The infrastructure will include:</p> <ol style="list-style-type: none"> <li>i. Office space;</li> <li>ii. Hardware and software;</li> <li>iii. Computer consumable including stationery, printer ribbons/toner, magnetic storage media such as floppy disks, tapes, cartridges, DATs;</li> <li>iv. Office stationery and consumable;</li> <li>v. Secretarial assistance, if necessary at site;</li> <li>vi. Telephone, e-mail and fax facilities at site;</li> <li>vii. Photocopying assistance;</li> <li>viii. Meeting Room facilities including room equipped with a writing board, seating arrangements, computers/ terminals, overhead projector and consumables. (pl. mention if any additional infrastructure is to be provided).</li> </ol> <p>The above-mentioned infrastructure will be required for work to be carried out at the site of C-DAC during regular working hours. C-DAC shall make arrangements to provide for the same beyond these hours such as after regular working hours and on holidays (excluding only compulsory national holidays), whenever required.</p> <p><b><u>Co-ordination</u></b></p> <p>C-DAC will provide timely clarifications and feedback sought by Service Provider’s Consultants during the period of this assignment. C-DAC will allocate a Project Co-ordinator to interact with Service Provider, fix appointments with various C-DAC Personnel and provide local assistance to Service Provider’s Consultants. The Project Co-ordinator will have necessary authorization from C-DAC to take decisions and give timely approvals as per the need of the project.</p> <p><b><u>Assistance</u></b></p>	The C-DAC will provide necessary and adequate infrastructure to enable Service Provider to fulfill its commitment for the assignment. This will be applicable for each Service Provider Consultant associated with the project and will be arranged for and provided at no cost to Service Provider.
10	SECTION II: General Conditions of Contract (GCC)	1. Period of Empanelment	7 Request C-DAC to make provisions for annual rate increase beyond the two years i.e. for the contract extension period of 2 years.	In the event of the contract period getting extended beyond two years, C-DAC will allow nominal rate increment as agreed upon on mutual consensus.

11	SECTION II: General Conditions of Contract (GCC)	18. Limitation of Liability	11	Please ammend as below: b. The liabilities- if any with respect to the following shall be <b>as per clause 18 (a) at actuals</b> : iii. Claims that are the subject of indemnification pursuant to infringement by the service provider of third party Intellectual Property Right . iv. Damage(s) occasioned by the Negligence or Misconduct of the service provider. v. Damage(s) occasioned by service provider for breach of Confidentiality Obligations	Please refer corrigendum.
12	SECTION II: General Conditions of Contract (GCC)	19. Termination	11	Please ammend as below: Validity of order/contract will remain in existence till fulfilment of all obligations pertaining to development and successful deployment of software including (but not limited to) the terms and conditions stipulated in the order, for the period stipulated in the Order. C-DAC reserves the right to terminate the contract/cancel order with or withoutcause/reason by giving 60 days' notice to the selected service provider. The selectedservice provider may terminate the Service Agreement /Order by at least 30 days written notice, in the event of non-payment of undisputed invoices for 60 days from the due date. <b>Upon termination either by C-DAC or selected service provider, all the dues upto the date of termination would be paid by C-DAC.</b>	Please refer corrigendum.
13	SECTION III: Special Conditions of Contract (SCC)	1. Conditions for Financial Offers:	13	Please ammend as below: 5. C-DAC reserves the right to avail manpower for a specific skill set from an empanelled agency either on T & M mode or on secondment mode or both , <b>if empanelled agency has submitted quotes for both the modes.</b>	Please refer corrigendum.
14	SECTION III: Special Conditions of Contract (SCC)	A: General Terms and conditions:(applicable in case of both T & M and Secondment models)	15	Please ammend as below: 23. The requirement may further increase or decrease marginally, during the period of initial contract also and the Service Provider should have to provide additional manpower services, if required, on the same terms and conditions from time to time during currency of contract or its extended period. <b>The service provider would be given adequate time for depolyment of required resources. In case resources are to be withdrawn, C-DAC would give wirtten notice of not less than 60 days to ensure the resources get re-deployed by the service provider</b>	No change in RFP conditions
17	SECTION III: Special Conditions of Contract (SCC)	k. Development Sites	57	<b>The travel costs would be fully reimbursed by C-DAC</b>	The travel costs would be reimbursed by C-DAC as per C-DAC rules
18	SECTION III: Special Conditions of Contract (SCC)	k. Development Sites	57	The infrastrucutre such as work seat, desktop/laptop, etc would be provided by C-DAC	Accepted.
19	SECTION- IV: SCOPE OF SERVICES AND ROLES	A: General Terms and conditions:19	16	The Service Provider should not assign or sublet the selection to any other agency but the service provider should be allowed to sublet the deployment to another agency.	No change in RFP.
1	Page no. 7 / Clause 2c			Please add below clause for MSME BiddersThe condition of prior turnover and prior experience may be relaxed for MSEs (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR	Pls refer Para 4 Section (II) "Exemptions" of the RFP document.

2	Page no. 7 / Clause 2d			Please add below clause for MSME BiddersThe condition of prior turnover and prior experience may be relaxed for MSEs (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).	Pls refer Para 4 Section (II) "Exemptions" of the RFP document.
3	Page no. 7 / Clause 2e			Please add below clause for MSME BiddersThe condition of prior turnover and prior experience may be relaxed for MSEs (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).	Pls refer Para 4 Section (II) "Exemptions" of the RFP document.
S. No	RFP Page no.	RFP Rule No.		Query/ Suggestion/ Clarification	
1	16	Section-IV		UTIITSL is a Govt. of India Company with an overall employee strength of 400+ across PAN India and has empanelled manpower agencies with it to provide specialized IT resources for different projects. Henceforth, UTIITSL requests you to allow to deploy resources through its empanelled agencies.	No change in RFP.
2	17	Section III C: Conditions for Secondment Mode:		As per our understanding the bidder has to quote monthly charges. However, in case of more than 1 technically qualified agencies, the work will be awarded to the qualified agencies who will offer / match same L1 price. Also this monthly charge will be the total monthly cost of the resource to the company. Please confirm	Yes.
3	7	SECTION II: General Conditions of Contract (GCC)		UTIITSL requests you to allow ongoing IT related projects that are in where each order value is not less than 10 cr.	No change in RFP.
4	7	SECTION II: General Conditions of Contract (GCC)		UTIITSL requests you to submit provisional account statement/unaudited for the year 2021-22 or submit the average annual sales turn over from IT/ ITES activities (excluding trading activities) of at least Rs. 100 Cr for 2020-21, 2019-2020 and 2018-2019.	Certified provisional account statement/unaudited for the year 2021-22 is acceptable
5	15	SECTION- IV: SCOPE OF SERVICES AND ROLES		As per our understanding, extra remuneration as per rates approved by the head office will be reimbursed to selected bidder with Monthly invoice. Please confirm.	Yes.
6	17	General Query		Please share the location of manpower Deployment.  Also as per our standing, all required infrastructure( sitting space and required IT Infrastructure like Laptop/Computer, internet/Dongle, Software licenses etc) will provided by CDAC, Please confirm.	Location across India. All necessary infra structure will be provided by C-DAC/C-DAC's Client.
7		General Query		UTIITSL requests to extend the deadline for the submission by 2-3 weeks.	Please refer corrigendum.
1					The very objective of the RFP is to source manpower for specific requirements for the project durations.