

**ICAR -INDIAN AGRICULTURAL STATISTICS RESEARCH INSTITUTE**

Library Avenue, Pusa, New Delhi -110012

**ADDENDUM /CORRIGENDUM**

**Dated: 21-10-2022**

**e-Office File No:** 36(82)/19-20-cps | **Bid Number:** GEM/2022/B/2499118 (Dated: 09-09-2022)

**Title: Development, Operationalization and Implementation of ICAR-ERP (Financial Management System, Payroll and Inventory Management System)**

- A. The following corrigendum issued to the **GeM Bid Number:** GEM/2022/B/2499118 (Dated: 09-09-2022) may also be noted wherever applicable in the bid document.

	<b>Existing</b>	<b>Amended to</b>
Bid End Date/Time	24-10-2022 13:00:00	14-11-2022 15:00:00
Bid Opening Date/Time	24.10.2022 13:30:00	14-11-2022 15:30:00

- B. The following clauses of the subject Bid Document are amended as under: -

<b>S. No.</b>	<b>Page No.</b>	<b>Bid Section/Clause</b>	<b>Sub Section</b>	<b>Original clause</b>	<b>The clause should be read as</b>
<b>1.</b>	23	SECTION – III TERMS AND CONDITIONS	Clause 3.31/ Table 1: Technical	<b>Criteria</b> at S. N. 3 The Bidder should have an Average Annual Turnover of Rs. 45 Crore from	<b>Criteria</b> at S. N. 3 The Bidder should have an Average Annual Turnover of Rs. 45 Crore from Information

			Evaluation criteria and Allocation of Marks	Information Technology Solutions for any three FY from FY 2016-17 to FY 2021-22.  Equal to or More than Rs. 45 Crores =6 Equal to or More than Rs. 75 Crores =8 Equal to or More than Rs. 105 Crores =10	Technology Solutions for any three FY from FY 2016-17 to FY 2021-22.  <b>Equal to or More than Rs. 45 Crores =3</b> <b>Equal to or More than Rs. 75 Crores =4</b> <b>Equal to or More than Rs. 105 Crores =5</b>
2.	23	SECTION – III TERMS AND CONDITIONS	Clause 3.31/ Table 1: Technical Evaluation criteria and Allocation of Marks	<b>Criteria at S. N. 4</b> The Firm should have completed at least two work order with satisfactory remarks, from Central/ State Government /PSU for Customization/Implementation /Support of ERP/Financial Management System for value more than Rs. 5.0 Crore, during the last five years as on bid submission date.  2 Projects value of equal to or more than 5.0 Crore each = 8 2 Marks for every additional project with value equal to or more than 5.0 crore.	<b>Criteria at S. N. 4</b> The Firm should have completed at least two work order with satisfactory remarks, from Central/ State Government /PSU for Customization/Implementation /Support of ERP/Financial Management System/ <b>Similar applications with multiple enterprise level modules</b> for value more than Rs. 5.0 Crore, during the last five years as on bid submission date.  <b>2 Projects value of equal to or more than 5.0 Crore each = 8</b> <b>4 Marks for every additional project with value equal to or more than 5.0 crore.</b>
3.	24	SECTION – III TERMS AND CONDITIONS	Clause 3.31/ Table 1: Technical Evaluation criteria and Allocation of Marks	<b>Criteria at S. N. 5</b> The Firm should have completed at least two work order with satisfactory remarks, from Central/ State Government /PSU for Development/Customization/ Implementation of Software Services for value more than Rs. 5.0 Crore, during the last five years as on bid submission date.	<b>Criteria at S. N. 5</b> The Firm should have completed at least two work order with satisfactory remarks, from Central/ State Government /PSU for Development/Customization/ Implementation/ of Software Services for value more than Rs. 5.0 Crore, during the last five years as on bid submission date. <b>These projects should be other than the projects submitted under point no. 4.</b>

				2 Projects value of equals to or more than 5.0 Crore each = 6  2 Marks for every additional project with value equal to or more than 5.0 crore.	
4.	24	SECTION – III TERMS AND CONDITIONS	Clause 3.31/ Table 1: Technical Evaluation criteria and Allocation of Marks	Methodology, operationalization and implementation approach for proposed system in all ICAR Institutes. (Based on the document submitted and presentation by the bidder) (i) Concept Note – 04 (ii) Methodology for development of the proposed system -05 (iii) Approach for Operationalization and Implementation of developed system in all ICAR Institutes including ICAR Hqrs – 08 (iv) Operationalization approach of help desk for AMC period - 03  Marks Min -08 and Maximum -20	Methodology, operationalization and implementation approach for proposed system in all ICAR Institutes. (Based on the document submitted and presentation by the bidder) (i) Concept Note – 05 (ii) Methodology for development of the proposed system -05 (iii) Approach for Operationalization and Implementation of developed system in all ICAR Institutes including ICAR Hqrs – 10 (iv) Operationalization approach of help desk for AMC period - 05  <b>Marks</b> <b>Min- 10 and Maximum -25</b>
5.	9	SECTION – II INSTRUCTION TO BIDDERS	Clause 2.1.3.2 Eligibility for participation Sr No -05	The Firm/ bidder should have at least two satisfactory work order from Central/ State Government/ PSU for ERP Implementation/ Support of ERP Application for value more than Rs. 5.0 Crores each, as on bid submission date.	The Firm/ bidder should have at least two satisfactory work order from Central/ State Government/ PSU for ERP Implementation/ Support of ERP Application/ <b>Similar applications with multiple enterprise level modules</b> for value more than Rs. 5.0 Crores each, as on bid submission date.
6.	39	SECTION – IV	Clause 4.7.6 Solution Analysis &	The solution should be based on open standards. The objective of the designing exercise should be to identify all possible	<b>The solution should be based on open standards. The objective of the designing exercise should be to identify all possible</b>

		SCHEDULE OF REQUIREMENTS	Design (To-Be)	mechanism of IT implementation within the department, identify reuse of existing components (both software and hardware) and remove redundancies within the system.	<b>mechanism of IT implementation within the department.</b>
7.	49	SECTION – IV SCHEDULE OF REQUIREMENTS	Clause 4.14.4 & 4.14.5	All costs related to obtaining Safe to Host Certificate for the new application from STQC/ Cert-IN empaneled agency would be borne by bidder.	All costs related to obtaining Safe to Host Certificate for the new application from STQC/ Cert-IN empanelled agency would be borne by bidder. Bidder has to estimate the cost and bear all the cost required for security audit on annual basis.
8.	56	SECTION – IV SCHEDULE OF REQUIREMENTS	4.17 Working Hours:	Normal Office working hours on any working day of the ICAR for helpdesk team shall be between 9.30 A.M to 6:30 P.M on Monday to Saturday. Bidder has to ensure 24*7 availability of the application and for the same one dedicated Telephone/ mobile number	Normal Office working hours on any working day of the ICAR for helpdesk team shall be between 9.00 A.M to 6:00 P.M during Monday to Friday. Bidder has to ensure 24*7 availability of the application and for the same one dedicated Telephone/ mobile number
9.	13	SECTION – III TERMS AND CONDITIONS	3.3 Contract Period:	3.3 Contract Period: Development of system and Go Live: 01 Year, Implementation and AMC of system: 3 Years. The Contract may be extended year-on-year basis based on performance for 2 more years.	3.3 Contract Period: Development of system and Go Live: 01 Year, Implementation and AMC of system: 3 Years. The Contract may be extended year-on-year basis based on performance for 2 more years with 5% increase in manpower cost.
10.	21	SECTION – III	3.28 Earnest Money Deposit	(i) Bidder has to submit Earnest Money Deposit (EMD) of Rs. 35,00,000/- (Rupees	(i) Bidder has to submit Earnest Money Deposit (EMD) of Rs. 35,00,000/- (Rupees

		TERMS AND CONDITIONS	(EMD), Tender Fee and Performance Bank Guaranty	Thirty Five Lakhs only).The EMD should be deposited in separate Bank Guarantee or FDR. EMD validity should be at least 180 days from the date of bid opening. EMD is to be physically submitted through Bank Guarantee/ FDR of any Commercial Bank, drawn in favour of ICAR-Unit IASRI, New Delhi.	Thirty Five Lakhs only).The EMD should be deposited in separate Bank Guarantee or FDR. EMD validity should be at least 180 days from the date of bi submission. EMD is to be physically submitted through Bank Guarantee/ FDR of any Commercial Bank, drawn in favour of ICAR-Unit IASRI, New Delhi.
11.	23	SECTION – III  TERMS AND CONDITIONS	Table 1: Technical Evaluation criteria and Allocation of Marks	The Bidder should have an Average Annual Turnover of Rs. 45 Crore from Information Technology Solutions for any three FY from FY 2016-17 to FY 2021-22.  Equal to or More than Rs. 45 Crores =6  Equal to or More than Rs. 75 Crores =8  Equal to or More than Rs. 105 Crores =10	The respective clause has been amended as mentioned in S. No. 1 of this Table.
12.	23	SECTION – III  TERMS AND CONDITIONS	Table 1: Technical Evaluation criteria and Allocation of Marks	The Firm should have completed at least two work order with satisfactory remarks, from Central/ State Government /PSU for Customization/Implementation /Support of ERP/Financial Management System for value more than Rs. 5.0 Crore, during the last five years as on bid submission date.  2 Projects value of equal to or more than 5.0 Crore each = 8  2 Marks for every additional project with	The respective clause has been amended as mentioned in S. No. 2 of this Table.

				value equal to or more than 5.0 crore.	
13.	22 in RFP and 12 in T&C PDF	SECTION – III  TERMS AND CONDITIONS	3.31 Evaluation and Comparison of Bids	<p>Page No 22</p> <p>In word file- The bidder should score minimum 70 marks from designated criteria in the table to be considered as a responsive bidder</p> <p>In PDF of T&amp;C- The bidder should score minimum 50 marks from designated criteria in the table to be considered as a responsive bidder.</p> <p>Page No 12</p> <p>In PDF of T&amp;C- The bidder should score minimum 50 marks from designated criteria in the table to be considered as a responsive bidder.</p>	The minimum marks are 48.

**C. All other clauses of the subject bid document will remain unchanged.**

Sd/-

Kuldeep Kumar Hans  
AAO, CP&EMS

## Development, Operationalization and Implementation of ICAR-ERP

Sl No	RFP Page No.	Description of Terms / Headings	Original RFP Clause	Query sought/Suggestions of the Bidder	Response of ICAR-IASRI
1	8,9	SECTION – II 2.1. INSTRUCTIONS TO BIDDER. 2.1.3.2. Eligibility and Qualification requirements for Bidders: Eligibility for participation: Clause	<b>Eligibility and Qualification requirements for Bidders:</b> <b>Eligibility for participation:</b> <b>Clause:</b> <b>4.</b> The Firm/ Bidder should have an Average Annual Turnover of <b>Rs. 45 Crore</b> for any three Financial Years (FY) from 2016-17 to 2021-22.	1. Looking at the project size, this pre qualification criteria seems to be very low. To get good experienced bidders, we suggest below changes in this clause. Please consider.  The Firm/ Bidder should have an Average Annual Turnover of <b>Rs. 75 Crore</b> for any three Financial Years (FY) from 2016-17 to 2021-22.	No Change
2	8,9	SECTION – II 2.1. INSTRUCTIONS TO BIDDER. 2.1.3.2. Eligibility and Qualification requirements for Bidders: Eligibility for participation: Clause	<b>Eligibility and Qualification requirements for Bidders:</b> <b>Eligibility for participation:</b> <b>Clause:</b> <b>6.</b> The firm/ bidder should have at least 75 Technical Professionals on the rolls of the company as on bid submission date with at least 40 Software engineers /professionals.	1. To get more competent vendor we suggest below changes in this clause. Please consider.  6. The firm/ bidder should have at least <b>200</b> Technical Professionals on the rolls of the company as on bid submission date with at least <b>100</b> Software engineers /professionals.	No Change
3	10	2.1.9 Site Visit	(i) The Bidder may wish to visit and examine the existing solution of ICAR-ERP (Oracle E-business Suite 12.1.3) developed. The costs of visiting the site shall be at the Bidder's own expense.	1. Can bidder use current ICAR-ERP (Oracle E-business Suite 12.1.3) application and make necessary changes / enhancement or bidder has to suggest different solution (Readymade or Custom) only?	<b>No Change. Oracle E-Business Suite 12.1.3 is obsolete and end of support from OEM. So it can not be used for further customization. However, the bidder may opt for any latest ERP software/Solution.</b>

4	22,23	SECTION – III  TERMS AND CONDITIONS  3.31. Evaluation and Comparison of Bids  Table 1: Technical Evaluation criteria and Allocation of Marks	<b>Criteria (Required Authentic documents)</b>  The Bidder should have an Average Annual Turnover of <b>Rs. 45 Crore</b> from Information Technology Solutions for any three FY from FY 2016-17 to FY 2021-22.  Equal to or More than Rs. 45 Crores =6 Equal to or More than Rs. 75 Crores =8 Equal to or More than Rs. 105 Crores =10	1. To make it inline with eligibility criteria we suggest below changes in this clause.  Equal to or More than Rs. 75 Crores =6 Equal to or More than Rs. 100 Crores =8 Equal to or More than Rs. 125 Crores =10	Kindly refer the Corrigendum
5	23,24	SECTION – III  TERMS AND CONDITIONS  3.31. Evaluation and Comparison of Bids  Table 1: Technical Evaluation criteria and Allocation of Marks	<b>Criteria (Required Authentic documents)</b>  The Firm should have at least <b>75</b> Technical Professionals on the Pay Rolls of the company as on bid submission date.  Declaration of Head of HR/ Authorised signature on INR 10.00 non-judicial stamp papers.  Equal to or more than 75 Technical Professionals =10 2 Marks for every additional 25	1. To make it inline with eligibility criteria we suggest below changes in this clause.  Equal to or more than <b>200</b> Technical Professionals =10 2 Marks for every additional 25	No Change
6	28,29	SECTION – IV  SCHEDULE OF REQUIREMENTS  Scope of Work:  Background:	<b>Background:</b>  Indian Council of Agricultural Research (ICAR) comprises of 114 institutes spread across India. An Enterprise Resource System (ICAR-ERP) based on Oracle R 12.1.3 has been customized and implemented in ICAR Institutions. The solution has been customized by third party. The solution has been customized for below mentioned modules. As in any typical ERP system, all information is centralized in a single relational database accessible by all modules, eliminating the need for multiple entries of the same data and since ICAR-ERP is a uniform platform it ensures that there is no discrepancy in the information that is processed in the system. ICAR-ERP ensures to bestow impressive strategic, operational and information-related benefits to ICAR in long run.	1. What kind of challenges that you are facing in current application?  2. Request you to share technical manual or user manual of existing system.  3. How many and what type of resources are currently working to manage current application?	All user manuals and FAQs are available at <a href="https://misfms.icar.gov.in/">https://misfms.icar.gov.in/</a> . Current operational system is end of support and many Govt. rules & regulations have changed.

7	30	SECTION – IV  SCHEDULE OF REQUIREMENTS  Scope of Work:  4.5 Development, implementation and maintenance of new Financial Management System (FMS) including payroll and inventory management	4.5. <b>Development, implementation and maintenance of new Financial Management System (FMS) including payroll and inventory management</b>  9. <b>Migration</b> of sanitize data from existing ICAR-ERP system/ the defined Template provided by the respective institute to newly developed ICAR-ERP or FMS.	1. Please share below details for data migration.  1.1. What will be the size of data (in GB or TB) that needs to be migrated from curent to newly developed system?  1.2. How many tables are there in current application?  1.3. In which format data will be provided for migration?  2. We assume that data entry is not in bidder's scope. Please confirm.	As per the requirement of the application, data need to be transferred from the existing application to new developed system. Need based data entry to make the system operational should be undertaken by the bidder.
8	39	4.7 Solution Analysis & Design (To-Be)  4.7.7.8 Note:	(iii) SMS, E-mail, payment integration etc. all services will be part of scope of work to the Bidder and should be integrated with all modules.	1. We assume that SMS Gateway, Email Gateway and Payment Gateway will be procured and provided by the department to the bidder. Bidder's responsibilities will be limited to integrateion only. Please confirm.	Bidders will provide the SMS gateway. Initailly 10 Lakhs SMS cost may be built in the bid for three years validity. Email and payment gateway will be provided by the ICAR institutes as per the need.
9	48	4.14 Acceptance Testing & Certification	4.14.1.2 Security Manageability and Security Audit by third party	1. Please share total number of Security Audits required before Go Live and during entire project duration.	Annual security audit
10	48	4.14 Acceptance Testing & Certification	4.14.4 Bidder shall obtain Safe to Host Certificate for the newly developed application from STQC/ Cert-IN empaneled agency identified by ICAR-IASRI.  4.14.5 All costs related to obtaining Safe to Host Certificate for the new application from STQC/ Cert-IN empaneled agency would be borne by bidder.	1. As security audit cost has to be borne by the bidder, selection of STQC / CERT-IN empaneled agency should also be with the bidder only. Please consider.	The clauses may be read as: 4.14.4 Bidder shall obtain Safe to Host Certificate for the newly developed application from STQC/ Cert-IN empaneled agency. 4.14.5 All costs related to obtaining Safe to Host Certificate for the new application from STQC/ Cert-IN empaneled agency would be borne by bidder.
11	50	Manpower Requirements for operation and support (Minimum – 14)		1. We assume that all required infrastructure (Laptop, Office Space, Furniture, Internet Connectivity, Electricity etc.) will be provided by ICAR. Please confirm.  2. We could not find any format for resume. Can bidder share resumes in their own format? If not, then please share your required format for resume.	ICAR-IASRI will provide only Office Space, Furniture, Internet Connectivity, Electricity. Resume format is attached in corrigendum.
12	63	Annexure - A List of Institutes to be supported, but not limited to:		1. We assume that there is no need to visit any of these institutes other than HQ by the bidder during project tenure. If any visit is at all required then entire visit charges will be paid extra by ICAR. Please confirm.	There is no need to visit any of these institutes other than ICAR HQ and ICAR-IASRI by the bidder during project tenure. If any visit is at all required then entire visit charges will be paid by the respective ICAR institute as per ICAR norms.
13		General		1. We assume that bidder can propose ready made (COTS based) software as well as custom solution also. Please confirm.	Yes

14		Refer to Document Scope of Work, Point 4.7.7.8 Point viii	Note that it has been mentioned in the RFP "All new developments including its sources code shall be licensed to ICAR-IASRI and licenses shall be Perpetual"	We request that the word "Perpetual" be replaced by "Term Based"	No Change
15		Refer to Document Terms and Conditions, Point 3.7 Indemnity Clause points i to vi :	Request to modify the clause as per below	<p>The Bidder shall keep ICAR-IASRI indemnified at all times, against all claims, losses, damages or liability that may arise under this Contract / Work Order for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Project and against all costs charges and expenses that may arise.</p> <p>(vii) The indemnities provided under this Clause are without prejudice and in addition to ICAR-IASRI s rights to make any recovery whatsoever under this Contract / Work Order, with or without invoking the indemnity provisions. Note: The above clause is in line with the Indemnification clause under Meity guidelines as well.</p>	No Change

16		Refer to Document Terms and Conditions, point 3.16 Limitation of Liability:	Request to modify the cause as below	<p>3.16 Limitation of Liability::</p> <p>(i) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs; and</p> <p>(ii) The aggregate liability of the supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total amount paid to Supplier by the Purchaser in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.</p> <p>(iii) Supplier shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the PURCHASER or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Supplier is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the PURCHASER, then Supplier shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Supplier is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the PURCHASER. Such failures or delays shall be brought to the notice of the PURCHASER and subject to mutual agreement with the PURCHASER, then Supplier shall take such actions as may be necessary to correct or remedy the failures or delays. Supplier shall be entitled to invoice the PURCHASER for additional costs incurred in connection with correction or remedy as above at time &amp; material rate card as agreed upon between the parties.</p>	No Change
17		Refer to Document Terms and Conditions, point 3.41.2 Termination of contract	The same should be capped not more than 10% of the value of the incomplete delivery and should not be kept unlimited. The clause should be modified as under	3.41.2 In case, Bidder fails to carry out the work as specified in the schedule or left in between, it will be got done through any other agency at bidders risk or cost limited to 10% of the value of the incomplete delivery.	No Change
18	13 (Of Terms & Conditions)	Clause No. 3.31 Point No. 3 Of Table No. 1	The Bidder should have an Average Annual Turnover of Rs. 45 Crore from Information Technology Solutions for any three FY from FY 2016-17 to FY 2021-22. Equal to or More than Rs. 45 Crores =6 Equal to or More than Rs. 75 Crores =8 Equal to or More than Rs. 105 Crores =10	This clause should be deleted, as the marking for the Turnover Criteria has no relevance with the project or its value. As per the RFQ (ATC) it has already been asked as under: "The Firm/ Bidder should have an Average Annual Turnover of Rs. 45 Crore for any three Financial Years (FY) from 2016-17 to 2021-22" <b>Note: Since, this clause is requested to be deleted hence, marks of sr. no. 3 in Table No. 1 of technical evaluation stands reflected in sr. no. 5.</b>	Kindly refer the Corrigendum

19	13 (Of Terms & Condit ions)	Clause No. 3.31 Point No. 4 Of Table No. 1	The Firm should have completed at least two work order with satisfactory remarks, from Central/ State Government /PSU for Customization/Implementation /Support of ERP/Financial Management System for value more than Rs. 5.0 Crore, during the last five years as on bid submission date. 2 Projects value of equal to or more than Rs. 5.0 Crore each = 8 2 Marks for every additional project with value equal to or more than Rs. 5.0 crore.	The Firm should have two completed or Ongoing work order from Central/State Government/PSU for Design and Development & Customization /Implementation /Support of ERP/Financial Management System for value more than Rs. 14 Crore, during the last five years as on bid submission date. 2 Projects value of equal to or more than Rs. 14 Crore each = 8 4 Marks for every additional project with value equal to or more than Rs. 14 crores. Maximum Marks in this clause shall be 20 & the nos. of projects shall be 5.	Kindly refer the Corrigendum
20	14 (Of Terms & Condit ions)	Point No. 5	The Firm should have completed at least two work order with satisfactory remarks, from Central/ State Government /PSU for Development /Customization/ Implementation of Software Services for value more than Rs. 5.0 Crore, during the last five years as on bid submission date. 2 Projects value of equals to or more than Rs. 5.0 Crore each = 6 2 Marks for every additional project with value equal to or more than Rs. 5.0 crore.	The Firm should have at least one completed or ongoing work order from Central/State Government /PSU for Design and Development & Customization/Implementation of Software Services for value more than Rs. 25 Crore, during the last five years as on bid submission date. 1 Project value of equals to or more than Rs. 25 Crore each = 10 5 Marks for every additional project with value equal to or more than Rs. 25 crores. Maximum Marks in this clause shall be 20 & the nos. of projects shall be 3.	
21	14 (Of Terms & Condit ions)	Point No. 6	The Firm should have at least 75 Technical Professionals on the Pay Rolls of the company as on bid submission date. Declaration of Head of HR/ Authorised signature on INR 10.00 non-judicial stamp papers. Equal to or more than 75 Technical Professionals =10 2 Marks for every additional 25 technical professionals.	This clause needs to be deleted, because this clause has no significance and can be replaced as: The Firm should have at least one work completed or ongoing from Central/State Government /PSU for Development/Customization/Implementation of Software Services for value more than Rs. 14 Crore of one state in India during the last during the last five years as on bid submission date. 1 Projects value of equals to or more than Rs. 14 Crore in one state = 5 5 Marks for every additional project in additional states of India with value equal to or more than Rs. 14 crores.	Kindly refer to corrigendum

22	13, 14	Terms and Conditions Evaluation and Comparison of Bids	<p>4. The Firm should have completed at least two work order with satisfactory remarks, from Central/ State Government /PSU for Customization/Implementation /Support of ERP/Financial Management System for value more than Rs. 5.0 Crore, during the last five years as on bid submission date.</p> <p>5. The Firm should have completed at least two work order with satisfactory remarks, from Central/ State Government /PSU for Development/Customization/ Implementation of Software Services for value more than Rs. 5.0 Crore, during the last five years as on bid submission date.</p>	<p>We request you to clarify the following points:</p> <p>I. Can we include the same work orders under both the criterions?</p> <p>II. Ongoing projects can be considered under these criterions?</p> <p>III. In order to score full marks, we need to submit 12 completed projects – Request you to kindly reduce this number to 6-8 completed/ongoing projects</p>	<p><b>Point 4 &amp; 5 are not same. The Point 4- Projects are mentioned related to ERP and Financial Management System and in Point 5 any other projects of software development and Implementation will be considered. The clause no 5 has been amended suitably to clarify (i) the same project can not be claimed at point 4 &amp;5, (ii) Ongoing projects will not be considered, (iii) For Securing the marks you have to submit the project as required.</b></p>
23	14	Terms and Conditions Evaluation and Comparison of Bids	<p>The Firm should have at least 75 Technical Professionals on the Pay Rolls of the company as on bid submission date. Declaration of Head of HR/ Authorised signature on INR 10.00 non-judicial stamp papers.</p>	<p>We request you to clarify the following points:</p> <p>I. What are the qualification criteria for technical professionals?</p>	<p>Any IT technical professionals with Software skills can be considered. The respective clause has been amended in corrigendum.</p>
24	14	Terms and Conditions Evaluation and Comparison of Bids	<p>Methodology, operationalization and implementation approach for proposed system in all ICAR Institutes. (Based on the document submitted and presentation by the bidder)</p> <p>(i) Concept Note – 04</p> <p>(ii) Methodology for development of the proposed system -05</p> <p>(iii) Approach for Operationalization and Implementation of developed system in all ICAR Institutes including ICAR Hqrs – 08</p> <p>(iv) Operationalization approach of help desk for AMC period – 03</p>	<p>We request you to clarify the following points:</p> <p>Do we need to submit the presentation along with the approach and methodology?</p>	<p><b>It should be included in bids as well as in presentation. Qualified Bidder will be informed to make a presentation.</b></p>
25	25	Scope of Work	<p>4.14.1.2 Security Manageability and Security Audit by third party</p>	<p>Request an elaborate scope for this point to answer the following questions:</p> <p>I. How many security audits are needed during the implementation phase?</p> <p>II. What should be the frequency of such security audits during maintenance phase?</p>	<p><b>Annual security audit</b></p>

26	17	Terms and Conditions Termination of contract	Termination of contract	We request you to kindly add this in the existing clause to: "Bidder may terminate this Contract or any particular services immediately upon written notice to Purchaser, if Bidder reasonably determines that it can no longer provide the services in accordance with applicable law or its professional obligations."	No Change
27	3	Scope of Work	4.4.1 Development, implementation and maintenance of new Financial Management System (FMS) including payroll and inventory management	Only monthly payroll is considered in the scope but information regarding reimbursement, bonus, payslip is not provided in the scope. Please confirm if these modules are also required.	Complete Payroll package is required as per ICAR norms.
28	3	Scope of Work	4.4 Major Objectives Migration of data from current ERP system to newly developed FMS	Request you to please elaborate the scope under data migration such as the key entities for data migration and historical data planned in new landscape, do you have data volume indications available for estimation for static and transactional data?	As per the requirement of the application, data need to be transferred from the existing application to new developed system. Need based data entry to make the system operational should be undertaken by the bidder.
29	15		4.9 Third Party Interfacing	Request you to please elaborate the scope under e-HRMS along with its functions. We also understand that it has been developed by NIC, do we have API from NIC? Also, suggest if we have APIs for all third-party applications? If not, please specify.	Yes, API will be provided wherever feasible.
30	Pg.No. 9	Point No.5 of Clause 2.1.3.2 Eligibility for participation	The Firm/ bidder should have at least two satisfactory work order from Central/ State Government/ PSU for ERP Implementation/ Support of ERP Application for value more than Rs. 5.0 Crores each, as on bid submission date.	We have developed & successfully implemented a critical software application for many government owned power distribution companies that are selling electricity to millions of various kinds of consumers like individual residents , industries , government establishments and their revenue comes from selling electricity/power only to all these consumers. Our deployed software manages the complete financial system of these power distribution companies that has various modules comprises of ( Metering, Billing/Invoicing, Collection , New connections, Disconnection, Re-connections, Customer Information system, Consumer Self Service Web Portal,MIS, Executive Dashboards, Business Intelligence, consumerwise power consumption analytics, Power pilferage detections, Energy Audit & Mobile App for consumers and employees of power distribution companies) and they term this deployed system as " <b>Revenue Management System</b> " which is nothing but similar to a any financial management system only. This software holds the data of millions of consumers of power distribution companies and is very important & critical application for their revenue and bussiness due to this application power distribution companies has witnessed significant growth in their revenue after deploying our platform and this platform is being used by millions of users within the specific geography of state Discoms. We sincerely request, our this experience should be considered to comply this eligibility criteria as it is similar to financial management system and kind of ERP only which promote the free flow of communication and sharing of bussiness information across an power distribution company , integration of systems for improved productivity and efficiencies, and increased synergies across various departments of discom. Hence , kindly amend this as below: " <b>The Firm/ bidder should have at least two satisfactory work order from Central/ State Government/ PSU for ERP Implementation/ Support of ERP Application/Similar application for value more than Rs. 5.0 Crores each, as on bid submission date.</b> "	Similar applications with multiple enterprise level modules will be considered and the respective clause has been amended in addendum.

31	PDF Pg.14	Table 1: Technical Evaluation criteria and Allocation of Marks, Point No.4	The Firm should have completed at least two work order with satisfactory remarks, from Central/ State Government /PSU for Customization/Implementation /Support of ERP/Financial Management System for value more than Rs. 5.0 Crore, during the last five years as on bid submission date.	We have developed & successfully implemented a critical software application for many government owned power distribution companies that are selling electricity to millions of various kinds of consumers like individual residents , industries , government establishments and their revenue comes from selling electricity/power only to all these consumers. Our deployed software manages the complete financial system of these power distribution companies that has various modules comprises of ( Metering, Billing/Invoicing, Collection , New connections, Disconnection, Re-connections, Customer Information system, Consumer Self Service Web Portal,MIS, Executive Dashboards, Business Intelligence, consumerwise power consumption analytics, Power pilferage detections, Energy Audit & Mobile App for consumers and employees of power distribution companies) and they term this deployed system as " <b>Revenue Management System</b> " which is nothing but similar to a any financial management system only. This software holds the data of millions of consumers of power distribution companies and is very important & critical application for their revenue and business due to this application power distribution companies has witnessed significant growth in their revenue after deploying our platform and this platform is being used by millions of users within the specific geography of state Discoms. We sincerely request, our this experience should be considered to comply this eligibility criteria as it is similar to financial management system and kind of ERP only which promote the free flow of communication and sharing of business information across an power distribution company , integration of systems for improved productivity and efficiencies, and increased synergies across various departments of discom. Hence , kindly amend this as below: " <b>The Firm should have completed at least two work order with satisfactory remarks, from Central/ State Government /PSU for Customization/Implementation /Support of ERP/Financial Management System/Similar Application for value more than Rs. 5.0 Crore, during the last five years as on bid submission date. "</b>	<b>Similar applications with multiple enterprise level modules will be considered and the respective clause has been amended in addendum.</b>
32		PDF Pg.No.13, Scope of work, section 4.7.3	4.7.3 The Bidder shall undertake IT Infrastructure sizing of the proposed solution and prepare a document for ICAR-DC, DR and end-users based on its own estimations and judgments drawn after undertaking a thorough study of the functional, non-functional & technical requirements of the project.	Does the SI has to propose only the hardware sizing to run the proposed FMS solution or we need to factor the cost of the IT hardware like servers, storage, OS,AV,Load Balancers etc required to host the proposed application in the ICAR DC and its associated hardware for DR as well. Please clarify.	<b>Hardware and storage will be provided at ICAR-DC and DR. Kindly refer the clause 4.7.7.8 (vii)</b>
33	PDF Pg.No. 13	Scope of work, section 4.7.6	4.7.6 The solution should be based on open standards. The objective of the designing exercise should be to identify all possible mechanism of IT implementation within the department, identify reuse of existing components (both software and hardware) and remove redundancies within the system.	This clause talks about the possibility of reusability of existing software and hardware , we request to kindly provide the details of existing available software & hardware like (i) available software name , (ii)their version , (iii)are they under respective OEM ATS (iv) for hardware - make & model, year of purchase, are they under respective OEM AMC.	<b>Clause changed. Please refer to the respective clause in the addendum.</b>

34	PDF Pg.No. 14	Scope of work, section 4.7.7.8(i)	(i) The Bidder shall be responsible for integrating the FMS, Payroll and SCM solution with the e-HRMS/ E-office of ICAR.	To facilitate these integration with other application to bidder, would the ICAR provide the APIs , please confirm.	APIs will be provided as per feasibility
35	PDF Pg.No. 14	Scope of work, section 4.7.7.8(ii)	(ii) Integration/ interface requirement with other Departments and external agencies such as Agency, Banks, e-HRMS, PFMS, GeM etc.	To facilitate these integration with other application to bidder, would the ICAR provide the APIs , please confirm.	APIs will be provided as per feasibility
36	PDF Pg.No. 14	Scope of work, section 4.8 , Handholding Post Implementation	4.8.1 The Bidder is expected to assist in conducting the operational activities and provide hand-holding support for a period of 3 years after Acceptance of System.	In the section 4.16, 14 on site resource are asked in the rfp who shall be providing L1,L2 &L3 support to users which actually handholding support only. We request to please elaborate more on the expectation from handholding support for better understanding.	14 resources are minimum requirement for hand holding of support activities. However, the bidder should deploy resources in order to meet the SLA
37	PDF Pg.No. 14	Scope of work, section 4.8.1.2(i) , Handholding Post Implementation	User training for all ICAR Institutes including ICAR Hq	(i) What shall be the mode of these trainings , is it class room trainings at all ICAR Institutes including ICAR HQ or virtual training to identified trainers only. Please clarify. (ii) What shall be the duration of these training and what would be the per batch size , please clarify.	Virtual training will be organized. 14 resource on support will organize the training as per the requirement of the respective institutes. Training is the part of the support team job. So there is no need to specify the training details.
38	PDF Pg.No. 16	Scope of work, section 4.11 , Software Development & Testing	4.11.1 Bidder should carry out development and customization of all the proposed solutions from their own premises including but not limited to servers, storage, networking, software licenses, automated testing tools etc. However, the Bidder shall setup the staging and production environment at ICAR-IASRI's premises.	To setup staging and production environment at ICAR-IASRI's premises, does the bidder need to supply the required hardware and associated software and factor its cost in their commercials. Please confirm.	No Need to supply Server and Storage. But need to supply OS, middleware and database licences as per the requirement.
39	PDF Pg.No. 16	Scope of work, section 4.11.3 , Software Development & Testing	The underlying RDBMS software of the proposed solution should appear in the latest IDC / Gartner report.	Should the bidder need to supply the licenses of the selected RDBMS software or only need to propose the required no. of licenses as part of infrastructure sizing to ICAR to purchase them. Please clarify.	Yes, need to provide the database lincses.
40		No clause	Total No. of users	How many number of total user be their who shall be using the proposed FMS , Payroll & Inventory softwares. Please clarify.	About 20000
41		No clause	Total No. of concurrent users	How many number of concurrent users shall be their at any given point in time who shall be using the proposed FMS , Payroll & Inventory softwares. Please clarify.	Approx 6000 concurrent users
42	PDF Pg. No.19	Section 4.11.9(3): Build Stage	4.11.9.3 Data must be migrated from existing ICAR-ERP applications, Bidder should identify data migration programs that need to be developed and tested.	What shall be the size of legacy data that needs to be migrated , please share it size and in which format it shall be available to bidder.	As per the requirement of the application, data need to be transferred from the existing application to new developed system. Need based data entry to make the system operational should be undertaken by the bidder.

43	PDF Pg. No.21	Section 4.11.14.5: UAT Stage	4.11.14.5 The primary responsibility for acceptance testing lies with the end user group and ICAR-IASRI would coordinate with Bidder to ensure necessary support is available to the end user group.	The exact no. of end user is not know at this bidding stage itself due to which it is not possible to estimate the time it would take to get the UAT sign off from end users. Could you please share what percentage of overall users shall be considered for UAT Sign off.	<b>A centralised team will be constituted for conducting UAT at ICAR-IASRI. However, GoLive certificate will be given by individual ICAR institutes.</b>									
44		No clause	Deemed acceptance from end users	In case of delay in providing the sign off by these end user groups, it should be deemed accepted after two weeks of placing the UAT sign off request by bidders.	<b>No Change, Please refer clause 4.11.14.</b>									
45	PDF Pg. No.21	Section 4.11.14.7: UAT Stage	4.11.14.7 Bidder should provide the necessary infrastructure like servers, storage, network connectivity, database licenses, development and run-time licenses for solutions proposed, etc. for the UAT environment	We request to remove the "networking connectivity" from the scope of bidders since providing networking connectivity all the locations specified in the RFP is a huge project in itself and will dilute the spirit of this RFP itself.	<b>No Change</b>									
46	PDF Pg. No.25	Section 4.14 Acceptance Testing & Certification	4.14.2 As part of Acceptance testing, may be performed through a third party agency, ICAR-IASRI shall review all aspects of project development and implementation covering software, hardware and networking including the processes	We request to remove the "networking" from the scope of bidder as the management of network connectivity at all the locations specified in the RFP is a huge task which would require many tools & manpower that will overshoot the budget of this project.	<b>Developed system is web based application. The internet connectivity is already existing in all implementing locations.</b>									
47	PDF Pg. No.26	Section 4.14.5 Acceptance Testing & Certification	4.14.5 All costs related to obtaining Safe to Host Certificate for the new application from STQC/Cert-IN empaneled agency would be borne by bidder.	In the clause 4.14.4 , it is mentioned that the security audit agency shall be selected by ICAR ,in that case how much amount bidder will have to factor to budget for this certification expense, please clarify.	<b>Clause revised. Please refer to the respective addendum.</b>									
48	PDF Pg. No.26	Section 4.14.5 Acceptance Testing & Certification	4.14.5 All costs related to obtaining Safe to Host Certificate for the new application from STQC/Cert-IN empaneled agency would be borne by bidder.	Will the bidders have to cost for the security audit certification every year after go live and during the contract period. Please clarify.	<b>Clause revised. Please refer to the respective addendum.</b>									
49	PDF Pg. No.26	Section 4.15 Schedule for Completion of Tasks	<table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Milestone</th> <th>Expected Time</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Submission of detailed Project Management Plan, Exit Management Plan along with establishment of live project management dashboard</td> <td>T + 6 weeks</td> </tr> <tr> <td>2</td> <td>Functional Requirement Specifications (FRS) &amp; System Requirement Specifications (SRS)</td> <td>T + 8 weeks</td> </tr> </tbody> </table>	Sr. No.	Milestone	Expected Time	1	Submission of detailed Project Management Plan, Exit Management Plan along with establishment of live project management dashboard	T + 6 weeks	2	Functional Requirement Specifications (FRS) & System Requirement Specifications (SRS)	T + 8 weeks	We request to increase the expected time of these milestone in Sr. No.1 & 2 respectively from T+6 Weeks to "T+10 Weeks" and from T+8 Weeks to "T+12 Weeks" , maintaining the overall time as it is as these two activities are exhaustive ones and has lot of dependency on the committee members/users to agree on it.	<b>It is accepted as fromT+6 Weeks to "T+10 Weeks" and from T+8 Weeks to "T+12 Weeks"</b>
Sr. No.	Milestone	Expected Time												
1	Submission of detailed Project Management Plan, Exit Management Plan along with establishment of live project management dashboard	T + 6 weeks												
2	Functional Requirement Specifications (FRS) & System Requirement Specifications (SRS)	T + 8 weeks												
50	PDF Pg.No. 27	Section 4.16 Technical Resource	The Bidder shall be required to provide the replacement in the week time.	Getting the replacement of resource with in weeks time in very agreeesive time line, it cannot be met in the current situation of IT industry where getting the resources is difficult task and usually resource take minimum one months time to join. Therefore, we request to extend this time from one week to one month please.	<b>No Change</b>									

51	PDF Pg.No. 38	Section 4.20 Definition of Service Levels and operational SLA, Sr.No.1	Availability of Developed Application up and running on quarterly basis. (fault due to hardware problems in server and internet connectivity will not be factored in)	We request to include the fault arises out of network as exempted from SLA penalties and limit it to the availability of developed application only.	No Change
52	PDF Pg.No. 40	Section 4.20.1 Critical faults are those which result in:	(ii) Unavailability of an important application or network functions, which directly or indirectly affect multiple users.	We request to remove the availability of network function from the scope of bidders for this is the application development project and no network resources are specified in the given list of 14 on site resources in the RFP.	<b>Network functions stand for connectivity between different resources of the deployed solution.</b>
53		4.4 Major Objectives: Page 3	i. Development, implementation and maintenance of new Financial Management System (FMS) including payroll and inventory management.	Based on our understanding, an Integrated Enterprise Portal will be required to act as a single gateway for all ICAR users and stakeholders. This Enterprise Portal will act as a common integrated point to access integrated FMS, Grants, Payroll ERP module services. Hence, we strongly recommend to include an Enterprise Open Source Portal with Perpetual Licenses and no Vendor Lock-in to add value to the envisaged solution.	<b>Application should be developed based on Open Standards. The license should be perpetual for databases, middleware and other software. Kindly refer the clause 4.7.6; 4.11.3 and 4.13</b>
54		4.4 Major Objectives: Page 3	i. Development, implementation and maintenance of new Financial Management System (FMS) including payroll and inventory management.	Apart from an Integrated Enterprise Portal, the platform should also have robust Content Management System to have a modern UI/ UX. This will enable the portal to have a user friendly experience so that ICAR users can access the required information on the portal with minimum clicks.	<b>It should be user friendly and should cater all the needs mentioned in RFP.</b>
55		4.7 Solution Analysis & Design (To-Be) Page 13	The Bidder shall undertake IT Infrastructure sizing of the proposed solution and prepare a document for ICAR-DC, DR and end-users based on its own estimations and judgments drawn after undertaking a thorough study of the functional, non-functional & technical requirements of the project.	Please clarify if we can get some volumetrics on expected user concurrency, non-Production environments, Disaster Recovery configuration or we need to plan the sizing based on some assumptions.	<b>Currentity Approx. 20000 users exist and Approx 6000 are expected to be concurrent users</b>
56		4.13 Compliance with Industry Standards Page 17	4.13.2 The underlying RDBMS software of the proposed solution should appear in the latest IDC / Gartner report.	For Enterprise Portal platforms, we request to include platforms' presence in Gartner's Magic Quadrant for Digital Experience Platform in the Leader's quadrant. This reason was earlier known to analyse platforms for Horizontal Portals hence it will enable platforms with proven credentials to be a part of the envisaged solution.	No Change
57		4.11 Software Development & Testing Page 17	4.11.5 Bidder should independently identify the development methodology along with specifying the applications that would be based on business process management ('BPM') platform and the applications that would be based on the traditional software development methodologies.	User Experience plays an important role in the acceptability of application and hence current trend is to have equal importance given to experience part also. Request you to have the application build on a "Digital Experience Platform" which not only have Business process Management/Workflow component as part of platform, but also capabilities of Portal, CMS and DMS as part of the integrated platform.	No Change

58		4.11 Software Development & Testing Page 41	4.11.4.1 Should offer consistent and end-to-end visual development experience. 4.11.4.2 Should provide wizards and tools to simplify development, enable development & maintenance easier and faster and promote code reuse. 4.11.4.3 Should have features of drag and drop ease of use to enhance productivity of the development team and thereby reduce the development life cycle time.	We request to include drag and drop Form and Workflow designer so that any kind of forms and workflows can be created via a GUI. This will not only enable faster implementation of the project but will also enable departmental users to create/ modify forms and workflows without any technical dependency.	No Change
59		Suggestion	Suggestion	An Enterprise Search Engine based on Elasticsearch will be a crucial component when ICAR users wish to search for anything on the Portal. This will greatly help in bringing search results from other integrated ERP modules as well. Hence, we feel an utmost need to include an Enterprise Search Engine with Elasticsearch and full-text, fuzzy text, search suggestions, etc	Bidders are free to propose the required componenets in the solution to meet the requirment and SLA.
60		Suggestion	Suggestion	In order to enable user collaboration and experience, we wish to propose the inclusion of user collaboration features such as blogs, discussion forums, events, polls, knowledge articles, web contents, etc.	Bidders are free to propose the required componenets in the solution to meet the requirement and SLA
61		Suggestion	Suggestion	Based on our understanding, the portal will also need a robust Document and Digital Asset management feature so that a users from different ICAR institutes can download zipped folders, documents, and other digital assets	It is expected to have digital assest and require documents
62	5	Section I	Takeover date of O&M of ICAR ERP Solution-1/12/2022	Please Clarify:  Does it entail that the winner of this Bid will also have to takeover the maintenance of legacy solution?	No
63	10	2.1.3.2 Eligibility for participation, Point No 5	<b>Clause:</b> The Firm/ bidder should have at least two satisfactory work order from Central/ State Government/ PSU for ERP Implementation/ Support of ERP Application for value more than Rs. 5.0 Crores each, as on bid submission date.  <b>Minimum Documents required to be submitted as proof</b> Copy of work order / copy of Contract Agreement and certificate from client with satisfactory report	As few projects are under NDA and sharing copy of work order/copy of contract /certificate from client with satisfactory report would be difficult, hence bidder requests to accept self certificate signed by authorized signatory mentioning the required criteria. Hence kindly modify the clause as: Minimum Documents required to be submitted as proof Copy of work order / copy of Contract Agreement and certificate from client with satisfactory report/ <b>Self certificate signed by authorized signatory</b>	No Change

64	15	3.4 Payment Terms:	3.4 Payment Terms: (i) Payment for AMC will be made on quarterly basis on submission of invoice. Performance will be reviewed by the committee constituted by competent authority. Due payment will be credited to the firm (after deduction penalty, if any) within 45 working days.	3.4 Payment Terms: (i) Payment for AMC will be made on <del>quarter</del> <u>monthly</u> basis on submission of invoice. Performance will be reviewed by the committee constituted by competent authority. Due payment will be credited to the firm (after deduction penalty, if any) within <del>45</del> <u>30</u> working days. <u>All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available. Bidder also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by ICAR and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement. All fees payable to Bidder are exclusive of any sales, use, value added tax, service , GST or taxes of a similar nature measured by the services, deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable, ICAR shall be responsible to pay or reimburse Bidder the amount of such taxes. Where applicable, Bidder shall invoice such taxes as a separate line item in applicable invoices and shall pay such amount of tax to the appropriate taxing authority upon receipt of such amount from the ICAR. Any increase or decrease in the existing taxes or newly introduced taxes shall be to the account of the ICAR. Each party is responsible for its own income taxes, corporate taxes and franchise taxes.</u>	No Change
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65	18	3.7 Indemnity	<p>3.7 Indemnity: The Bidder shall keep ICAR- IASRI indemnified at all times, against all claims, losses, damages or liability that may arise under this Contract / Work Order (whether criminal or civil and including legal fees and costs incurred), including (i) Any breach non-observance or non-performance by bidder or its employees or agents of any of the provisions of this Contract. (ii) Any act or omission of bidder or its employees or agents. (iii) Any negligence or breach of duty on the part of bidder, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by the purchaser or any other third party at site including adjoining neighbors. (iv) Bidder shall at all times indemnify the purchaser against all liabilities to other persons, including employees or agents of the purchaser or other bidders for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Project and against all costs charges and expenses that may arise. (v) Resulting from any breaches in respect of any matter arising from the provisions of Service/ Supplies resulting in any successful claim by any third party; (vi) Claims for compensation under the provisions</p>	<p>3.7 Indemnity: The Bidder shall keep ICAR- IASRI indemnified at all times, against all claims, losses, damages or liability that may arise under this Contract / Work Order <del>(whether criminal or civil and including legal fees and costs incurred), including (i) Any breach non-observance or non-performance by bidder or its employees or agents of any of the provisions of this Contract. (ii) Any act or omission of bidder or its employees or agents. (iii) Any negligence or breach of duty on the part of bidder, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by the purchaser or any other third party at site including adjoining neighbors. (iv) Bidder shall at all times indemnify the purchaser against all liabilities to other persons, including employees or agents of the purchaser or other bidders for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Project and against all costs charges and expenses that may arise. (v) Resulting from any breaches in respect of any matter arising from the provisions of Service/ Supplies resulting in any successful claim by any third party; (vi) Claims for compensation under the provisions of Workmen Compensation Act 1923 as amended from time to time or any compensation payable under any other law for the time being in force to any workman / employees or staff engaged by the Bidder in carrying out the Service/ Supplies and against costs and expenses, if any, incurred by the bidder in connection therewith.</del> (vii) The indemnities provided under this Clause are without prejudice and in addition to ICAR- IASRI s rights to make any recovery whatsoever under this Contract / Work Order, with or without invoking the indemnity provisions.</p>	No Change
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66	18	3.9 Release of information and confidentiality	<p>3.9 Release of information and confidentiality: The Bidder shall not communicate or use in advertising, publicity, sales release or in any medium documentation or reproduction of the works under this contract, or description of the site, dimensions, quantity or any other information concerning the works unless prior written permission is obtained from the purchaser. The Bidder shall keep all the information obtained directly or indirectly through appointment of this contract confidential and shall not reveal the same to any other party without the prior written permission of the Purchaser. The technical information, drawing and other related documents forming part of order and the information obtained during the course of execution under this order shall be the Purchaser's exclusive property and shall not be used for any other purpose except for the execution of the order. The technical information, drawing, records and other document shall not be copied, transferred, or divulged and/or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of this order. This technical information, drawing and other related documents shall be returned to the Purchaser with all approved</p>	<p>3.9 Release of information and confidentiality: The Bidder shall not communicate or use in advertising, publicity, sales release or in any medium documentation or reproduction of the works under this contract, or description of the site, dimensions, quantity or any other information concerning the works unless prior written permission is obtained from the purchaser. The Bidder shall keep all the information obtained directly or indirectly through appointment of this contract confidential and shall not reveal the same to any other party without the prior written permission of the Purchaser. The technical information, drawing and other related documents forming part of order and the information obtained during the course of execution under this order shall be the Purchaser's exclusive property and shall not be used for any other purpose except for the execution of the order. The technical information, drawing, records and other document shall not be copied, transferred, or divulged and/or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of this order. This technical information, drawing and other related documents shall be returned to the Purchaser with all approved copies and duplicates including drawing/plans as are prepared by the Contactor during the executions of this order, if any, immediately after they have been used for agreed purpose. <del>In the event of any breach of this provision, the bidder shall indemnify the Purchaser against any loss, cost or damage or claim by any party in respect of such breach.</del></p>	No Change
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67	19	<b>3.12 Safety regulations:</b>	<p>Safety regulations: (i) The Bidder shall ensure adequate safety precautions at site as required under the law of the land and shall be entirely responsible for the complete safety of their workmen as well as other workers at site and premises. (ii) The Bidder shall indemnify the Purchaser from any consequence arising due to bidder's failure in respect to safety compliance. (iii) All critical injuries shall be reported promptly to the Purchaser. The report shall cover type, nature, cause, physician's report and actions for prevention of those types again. (iv) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Bidder shall be open to inspection by the Purchaser. (v) The cost so incurred by the Bidder in providing for safety standards and requirements as above shall be deemed to be included in the rates quoted for various items under the scope of Contract and no extra amounts shall be payable to the bidder on this account.</p>	<p><del>Safety regulations: (i) The Bidder shall ensure adequate safety precautions at site as required under the law of the land and shall be entirely responsible for the complete safety of their workmen as well as other workers at site and premises. (ii) The Bidder shall indemnify the Purchaser from any consequence arising due to bidder's failure in respect to safety compliance. (iii) All critical injuries shall be reported promptly to the Purchaser. The report shall cover type, nature, cause, physician's report and actions for prevention of those types again. (iv) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Bidder shall be open to inspection by the Purchaser. (v) The cost so incurred by the Bidder in providing for safety standards and requirements as above shall be deemed to be included in the rates quoted for various items under the scope of Contract and no extra amounts shall be payable to the bidder on this account.</del></p>	No Change
68	19	<b>3.14 Miscellaneous</b>	<p>(iii) Entire Service Contract: This Service Contract, together with all attachments, shall constitute the entire understanding of the Parties concerning the subject matter hereof and shall supersede any and all prior oral or written representations, understandings or Strictly Confidential 18 Service Contracts relating thereto.</p>	<p>(iii) Entire Service Contract: This <b>mutually agreed</b> Service Contract, together with all attachments, shall constitute the entire understanding of the Parties concerning the subject matter hereof and shall supersede any and all prior oral or written representations, understandings or Strictly Confidential 18 Service Contracts relating thereto.</p>	No Change

69	20	3.16 Limitation of Liability	3.16 Limitation of Liability: Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law: (i) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and (ii) The aggregate liability of the supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.	3.16 Limitation of Liability: <del>Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:</del> (i) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, <del>provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser;</del> and (ii) The aggregate liability of the supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the <del>total</del> <u>amount paid to Supplier by the Purchaser in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose</u> <del>Contract Price,</del> provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement. <u>Supplier shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the PURCHASER or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Supplier is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the PURCHASER, then Supplier shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Supplier is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the PURCHASER. Such failures or delays shall be brought to the notice of the PURCHASER and subject to mutual agreement with the PURCHASER, then Supplier shall take such actions as may be necessary to correct or remedy the failures or delays. Supplier shall be entitled to invoice</u>	No Change
70	25	3.31 Evaluation and Comparison of Bids Table 1: Technical Evaluation criteria and Allocation of Marks	<b>Criteria (Required Authentic documents)</b> 4. The Firm should have completed at least two work order with satisfactory remarks, from Central/ State Government /PSU for Customization/Implementation /Support of ERP/Financial Management System for value more than Rs. 5.0 Crore, during the last five years as on bid submission date.	As few projects are under NDA and sharing satisfactory remarks from the client would be difficult, hence bidder requests to accept self certificate signed by authorized signatory mentioning the required criteria.	No Change
71	26	3.31 Evaluation and Comparison of Bids Table 1: Technical Evaluation criteria and Allocation of Marks		As few projects are under NDA and sharing satisfactory remarks from the client would be difficult, hence bidder requests to accept self certificate signed by authorized signatory mentioning the required criteria.	No Change

72	28	3.38 Corrupt or fraudulent practices:	<p>iii) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract. (iv) Furthermore, Bidders shall be aware of the provision stated in the Terms and Conditions of Contract.</p>	<p><del>iii) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract. (iv) Furthermore, Bidders shall be aware of the provision stated in the Terms and Conditions of Contract.</del></p>	No Change
73	28	3.39 General conditions and Instructions	<p>3.39 General conditions and Instructions: (i) All the Bids shall be prepared and submitted in accordance with these instructions. (ii) Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Purchaser will in no case shall be responsible or liable for these costs. (iii) The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred/ sold to the other party. (iv) The Purchaser reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Purchaser, the data in support of RFQ requirement is incomplete. (v) The Bidder is expected to examine all instructions, forms, terms &amp; conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Purchaser's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Purchaser. (vi) The purchaser reserves the right to claim and recover from the security</p>	<p>3.39 General conditions and Instructions: (i) All the Bids shall be prepared and submitted in accordance with these instructions. (ii) Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Purchaser will in no case shall be responsible or liable for these costs. (iii) The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred/ sold to the other party. (iv) The Purchaser reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Purchaser, the data in support of RFQ requirement is incomplete. (v) The Bidder is expected to examine all instructions, forms, terms &amp; conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Purchaser's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Purchaser. (vi) The purchaser reserves the right to claim and recover from the security deposit the damages/ losses incurred due to non-compliance to work delay in the progress of work by the Bidder as agreed upon. <del>The decision of the Purchaser in this regard shall be final and binding.</del> (vii) The Bidder agrees to abide by <a href="#">mutually agreed</a> other terms and conditions stipulated by the Purchaser from time to time in addition to the above for the proper and satisfactory performance of their obligations under this Contract.</p>	No change

74	29	3.41.2/3.41.3 Termination of contract:	3.41.2 In case, Bidder fails to carry out the work as specified in the schedule or left in between, it will be got done through any other agency at bidders' risk and cost, the same shall be recovered from the amount payable to the Bidder. 3.41.3 In case the Bidder fails to start work / to carry out the work within the specified period i.e. mutually agreed schedule and the work is not found to be satisfactory, the Purchaser reserves the right to terminate the contract, at any stage without assigning any reasons thereof. In such case the Purchaser shall have the right to forfeit the entire / part amount of EMD / Security Deposit.	3.41.2 In case, Bidder fails to carry out the work as specified in the schedule or left in between, it will be got done through any other agency <del>at bidders' risk and cost, the same shall be recovered from the amount payable to the Bidder.</del> 3.41.3 In case the Bidder fails to start work / to carry out the work within the specified period i.e. mutually agreed schedule and the work is not found to be <del>satisfactory</del> <b>as per the agreed terms</b> , the Purchaser reserves the right to terminate the contract, at any stage without assigning any reasons thereof. In such case the Purchaser shall have the right to forfeit the entire / part amount of EMD / Security Deposit.	No change
75	30	3.42 Settlement of disputes/ arbitration:	3.42.4 The dispute settlement mechanism to be applied pursuant to Clause 45.1 and 45.2 shall be as follows: 3.42.4.1 In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. 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 upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by Indian Council of Arbitration. 3.42.4.2 Arbitration proceedings shall be held at Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. 3.42.4.3 The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as	3.42.4 The dispute settlement mechanism to be applied pursuant to Clause 45.1 and 45.2 shall be as follows: 3.42.4.1 In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. 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 upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by <del>Indian Council of Arbitration</del> <b>Delhi High Court</b> . 3.42.4.2 Arbitration proceedings shall be held at Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. 3.42.4.3 The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself. 3.42.4.4 Where the value of the contract is Rs. One crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the <b>Delhi High Court</b> <del>appointing authority namely the Indian Council of Arbitration.</del>	No Change
76	33	4.5 Development, implementation and maintenance of new Financial Management System (FMS) including payroll and inventory management	Getting User Acceptance Testing by ICAR HQ and Institutes	User Acceptance signoff and interal ICAR coordination for testing and approval should be owned by ICAR project incharge, who will be the single point of contact for the SI. SI's role should be to ready the system for UAT and close all the observations raised by the users. Please confirm.	No Change, Please refer clause 4.11.14.

77	33	4.5 Development, implementation and maintenance of new Financial Management System (FMS) including payroll and inventory management	Online training for newly developed system.	<p>1. Please let us know</p> <p>a. number of batches for training</p> <p>b. frequency of training</p> <p>c. Number of days for each training</p> <p>d. batch size</p> <p>2. Please confirm that there will be no outstation training to be given and in case any such requirement arises ICAR will bear cost of travelling and lodging for the trainers.</p>	<b>Training is the part of Support Team. Training will be imparted as and when required in Virtual Mode. However, If any visit for the training outstation is required then entire visit charges will be paid by the respective ICAR institute as per ICAR norms.</b>
78	33	4.4 Major Objectives	Migration of data from current ERP system to newly developed FMS	<p>Please Specify:</p> <p>1) What is the quantum of data to be migrated?</p> <p>2) Whether the format of data to be migrated is uniform across all locations?</p>	<b>As per the requirement of the application, data need to be transferred from the existing application to new developed system. Need based data entry to make the system operational should be undertaken by the bidder.</b>
79	33	4.5.1.1 Account receivables	f) Creation of Manual Receipts	<p>Please Clarify:</p> <p>What is meant by "Creation of Manual Receipts"?</p>	<b>Provision need to be made to create receipts for receiving the payment from any buyer.</b>
80	33	4.4/ Major Objectives	Integration of existing system such as e-HRMS, PFMS, ICAR E-mail system and GeM using APIs	Our understanding is that only Existing Email Integration is required with New FMS System. Please confirm.	<b>All mentioned system need to be integrated</b>
81	34	4.5.1.1 Account receivables	o) Provides for acceptance of on-line payments.	<p>Please Specify:</p> <p>1) The different modes desired on-line collection?</p> <p>2) Whether integration is required with Wallets/ UPIs etc?</p>	<b>The provision for Net banking/Credit Card/Debit Card and UPI should be builtin.</b>
82	35	4.5.1.2 Account Payables	aa) Sales and use tax tracking and reporting	<p>Please Elaborate:</p> <p>Apart from GST and TDS what other different taxes are applicable/ desired to be handled by new ERP?</p>	<b>All the existing types of taxes applicable to ICAR institutions and its vendors as well as new taxes introduced by Govt of India during the</b>
83	35	4.5.1.3 General Ledger	i) Account structures for all ICAR institutes systems and workflow	<p>Please Clarify:</p> <p>Whether the Charts of Accounts or accounting structure is uniform across all the Institutes or does it vary?</p>	<b>It will be uniformed in all ICAR institutes.</b>
84	35	4.5.1.3 General Ledger	r) The system must be able to support multiple entities; for example, business units, separate companies (for example Trading companies)	<p>Please Clarify:</p> <p>1) How the handling of these various entities is desired whether as "Cost - Centres/ Budget centres" or some other way?</p> <p>2) Whether the Chart of Accounts would be uniform for these entities or it will vary?</p> <p>3) Whether the accounting of these companies also needs to be handled by the new ERP?</p>	<b>It is the part of "AS IS" and "To BE"</b>
85	36	4.5.1.4 Budget Module:	m)The system should have bilingual reporting and bidder shall provide a 3rd party security audit for 3 years	<p>Please Specify:</p> <p>Who will be responsible for expenses incurred for "3rd party security audit" bidder to ICAR?</p>	<b>Bidder</b>

86	36	4.5.1.4 Budget Module:	m) The system should have bilingual reporting and bidder shall provide a 3rd party security audit for 3 years	a) Please confirm the frequency of Security audit? b) Security Audit will be conducted from cert-in empanelled agency and cost for the audit will be provided by the department?	Security Audit will be conducted annually through Cert-In empanelled agency and cost will be borne by bidder
87	38	4.5.2.1(f) - Inventory Management	Location creation and flexibility to change shipping or billing address	Is this the Customer Location, shipping and billing address of Customer or internal different location, shipping and billing address of Institutes. If it is of Internal Location also then this will be the sub-store/misc. store or different??	It is for internal different locations of ICAR institutes and its sub centers /divisions /research stations /farms etc. It can be detailed out as the part of "AS IS" and "To BE" documents.
88	38	4.5.2.1(g) - Inventory Management	Issuance of material to Employee / sub-store/ misc. store	Employee/sub-store/misc store wise inventory transfer and stock master from one sub-store to another sub-store or store is to be managed or just issuance of material to sub-store is suffice.	All possible functionalities should be made available. However, exact functionality can be detailed out as part of "AS IS" and "To BE" documents.
89	38	4.5.2.1(m) - Inventory Management	Provision of creation of any further Inventory Organization	Is Inventory Organisation and sub-store are same or different??	Exact functionality can be detailed out as part of "AS IS" and "To BE" documents.
90	38	4.5.2.1(m)- Inventory Management	Provision of creation of any further Inventory Organization	1. Inventory organisation means facility to create multiple Inventory receiving and issuing organisation in system ?? 2. Is there be any limit or it can be n-number??	Exact functionality can be detailed out as part of "AS IS" and "To BE" documents.
91	38	4.5.2.1(l) - Inventory Management	Accounting method	Is this point related to Inventory wise accounting to be done??	Exact functionality can be detailed out as part of "AS IS" and "To BE" documents.
92	39	4.5.3.2(d)(ii) - Payroll	Assignment wise	will payroll generate assignment wise?	It will generate assignment wise.
93	40	4.6.9.7	Details of interfaces / integration both external & internal, hardware & software;	Kindly provide the list of existing Hardware and Software along with the architecture diagram, current running H/w, S/W versions etc.. for better understanding the existing data flow.	This is to be given by the bidder at AS-IS and To-BE stage.
94	41	4.7 Solution Analysis & Design (To-Be)	4.7.1.7 Hardware Sizing;	Please Specify: Whether only Hardware Sizing is in scope or bidder will also have to provision for Hardware.	Yes, Hardware sizing in the scope of bidder. Server and Storage will be provided by ICAR.
95	41	4.7 Solution Analysis & Design (To-Be)	4.7.4 The Bidder should ensure and plan well in advance about the increase in data volume for a period of 10 years and therefore should keep provisions in the hardware and software.	Please Clarify: 1) Currently what would be approximate average count of transactions of Payments/Receipts daily, weekly, monthly. 2) Currently what would be the peak transaction period and the count of transactions (Payment/Receipts) during the peak period.	This is to be given by the bidder at AS-IS and To-BE stage.
96	41	4.7 Solution Analysis & Design (To-Be)	4.7.1.5 Security planning;	Kindly confirm on type of IT Security Solution specific to endpoint, server, network, connectivity, application, database, device and monitoring systems will be provided by the department . Request clarification?	Proposed solution will be deployed at ISO Certified Data Center. However, the application level security will be the responsibility of bidder.

97	41	4.7/Solution Analysis & Design (To-Be)/4.7.3/	4.7.3 The Bidder shall undertake IT Infrastructure sizing of the proposed solution and prepare a document for ICAR-DC, DR and end-users based on its own estimations and judgments drawn after undertaking a thorough study of the functional, non-functional & technical requirements of the project	Kindly suggest IT Infrastructure sizing -whether a cloud / Software as a Service based proposed solution is acceptable or an on premise solution is required.	<b>On premise solution is required to be hosted at ICAR-DC and ICAR-DRC in high availability mode.</b>
98	41	4.7/Solution Analysis & Design (To-Be)/4.7.6/	The objective of the designing exercise should be to identify all possible mechanism of IT implementation within the department, identify reuse of existing components (both software and hardware) and remove redundancies within the system.	The bidder understands that its role is only confined to Deployment,implementation and maintenance of new FMS including payroll and inventory management not any procurement related activites of any Hardware and software. Please confirm, this understanding is correct?	<b>All the software required for the development and deployment will be the responsibility of the bidder and associated licenses. ICAR will provide the VMs on HCI cluster.</b>
99	42	4.7.7.8 Note	(iii)SMS, E-mail, payment integration etc. all services will be part of scope of work to the Bidder and should be integrated with all modules	Please Specify:  Whether only integration for these services is in scope or bidder will also have to arrange for these services ?	<b>Need to integrate SMS, email and Payment Gateway. The email and payment gateway provided by the respective institute.</b>
100	42	4.7.7.8 Note	viii) All the new developments including its source code shall be licensed to ICAR-IASRI and licenses shall be perpetual.	Please Modify: All the new developments including its source code shall be licensed to ICAR-IASRI and licenses shall be <b>TERM BASED</b> . Please ammend this clause so that the IPR of only the customised portion should belong to the Purchaser, while the ownership of base framework/solution/application deployed shall remain with the bidder	<b>The clause will be modified as below: All the new developments including its source code shall be licensed to ICAR-IASRI and licenses shall be term based for 5 years which should be extendable on year to year basis.</b>
101	42	4.7.7.8 Note / (iii)	SMS, E-mail, payment integration etc. all services will be part of scope of work to the Bidder and should be integrated with all modules.	Please suggest whether the departments already has SMS gateway with which the proposed system needs to be integrated or a SMS gateway solution has to be proposed by the bidder?	<b>Yes. SMS gateway will provided by the bidder</b>
102	42	4.7.7.8 Note / (iii)	SMS, E-mail, payment integration etc. all services will be part of scope of work to the Bidder and should be integrated with all modules.	If a SMS gateway is to be provisioned by the bidder, please share the SMS related volumetrics on a per day / week / month / year basis and expected Y.o.Y increase expected for domestic SMSes.	<b>Yes. SMS gateway will provided by the bidder. Initially 10 Lakhs SMS cost may be built in the bid for three years validity.</b>
103	44	4.11 Software Development & Testing	4.11.1 Bidder should carry out development and customization of all the proposed solutions from their own premises including but not limited to servers, storage, networking, software licenses, automated testing tools etc. However, the Bidder shall setup the staging and production environment at ICAR-IASRI's premises.	1. Who is going to provision for Production and non-production environments and required system software licenses.  2. Please specify what kind of infrastructure (network, security and system software) has to be provisioned by the SI and modify the BOQ to include this price.	<b>Server and storage will be provided by the ICAR for the production,test and training environment and for development environment bidder should manage on its own premises. All the required softwar and associated licenses will be the responsibility of the bidder .</b>
104	44	4.11 Software Development & Testing	4.11.4.6 Should be compatible with the target production environment.	Please detail out the target production environment.	<b>Testing/Staging should be compitable with the Production environment</b>

105	51	4.14 Acceptance Testing & Certification	4.14.2 As part of Acceptance testing, may be performed through a third party agency, ICAR-IASRI shall review all aspects of project development and implementation covering software, hardware and networking including the processes relating to the design of solution architecture, design of systems and sub-systems, coding, testing, business process description, documentation, version control, security, service oriented architecture, performance in relation to defined requirements, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and the agreement.	Please confirm that ICAR will engage and bear the cost of any third party agency engagements (including STQC) for this project (for acceptance, functional, performance etc).	<b>No. The cost will be borne by the bidder</b>
106	58	4.17 Working Hours:	Normal Office working hours on any working day of the ICAR for helpdesk team shall be between 9.30 A.M to 6:30 P.M on Monday to Saturday. Bidder has to ensure 24*7 availability of the application and for the same one dedicated Telephone/ mobile number should be available to report any problem after office hours and holidays. In case of any issue with application availability for any reason, bidder has to ensure availability of technical resources onsite/ remote as per situation requirements.	1. Does this mean that ICAR requires, atleast one helpdesk person, 7 days a week out of office hours.	<b>The respective clause has been amended in addendum.</b>
107	64		Note: For any delay not attributed to bidder, the penalty will not be imposed. The overall penalty shall be restricted to @ 10% of the annual charges.	Note: For any delay not attributed to bidder, the penalty will not be imposed. The overall penalty shall be restricted to @ <del>10</del> 5% of the annual charges.	<b>No Change</b>

108	73	SECTION VI STANDARD FORMS AND ANNEXURES	<p>BID FORM To The Director ICAR-Indian Agricultural Statistics Research Institute Library Avenue, Pusa New Delhi 110012 Sir, 1. We understand that ICAR-IASRI is desirous of Development, Operationalization and Implementation of ICAR-ERP (Financial Management System, Payroll and Inventory Management System) at ICAR- IASRI, New Delhi. 2. Having examined the Bidding Documents for the above named works, we the undersigned, offer to Service/ Supplies in full conformity with the Terms and Conditions and technical specifications for or such other sums as may be determined in accordance with the terms and conditions of the contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid. 3. If our Bid is accepted, we undertake to deliver the entire Service as per requirement schedule mentioned in Section IV from the date of award of rate contract/letter of intent. 4. If our Bid is accepted, we will furnish a performance bank guarantee for as mentioned in Tender for due performance of the Contract in accordance with the Terms and Conditions. 5. We agree to abide by this Bid for a period of 180 days from bid submission end date and it shall remain binding upon us and may be</p>	<p>BID FORM To The Director ICAR-Indian Agricultural Statistics Research Institute Library Avenue, Pusa New Delhi 110012 Sir, 1. We understand that ICAR-IASRI is desirous of Development, Operationalization and Implementation of ICAR-ERP (Financial Management System, Payroll and Inventory Management System) at ICAR- IASRI, New Delhi. 2. Having examined the Bidding Documents for the above named works, we the undersigned, offer to Service/ Supplies in full conformity with the Terms and Conditions and technical specifications for or such other sums as may be determined in accordance with the terms and conditions of the contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid. 3. If our Bid is accepted, we undertake to deliver the entire Service as per requirement schedule mentioned in Section IV from the date of award of rate contract/letter of intent. 4. If our Bid is accepted, we will furnish a performance bank guarantee for as mentioned in Tender for due performance of the Contract in accordance with the Terms and Conditions. 5. We agree to abide by this Bid for a period of 180 days from bid submission end date and it shall remain binding upon us and may be accepted at any time before the expiration of that period. 6. We declare that we have studied the provision of Indian Laws for Service/ Supplies and the prices have been quoted accordingly. 7. Unless and until Letter of Intent is issued, this Bid, together with <a href="#">bid proposal and</a> your written acceptance thereof, shall constitute a binding contract between us. 8. We understand that you are not bound to accept the lowest, or any bid you may receive. 9. There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract.</p>	No Change
109	76	Section VI: STANDARD FORMS AND ANNEXURES Bid Technical Evaluation Criteria (Detail of Technical Score)	<p><b>Criteria (Required Authentic documents)</b> Point No. 3: The Bidder should have an Average Annual Turnover of Rs. 45 Crore from Information Technology Solutions for any three FY from FY 2016-17 to FY 2021-22</p> <p><b>Required document</b> Chartered Accountant Certificate for Networth, turnover, etc. Copy of the audited profit and loss account of the company showing turnover of the company for last five years.</p>	<p>The bidder requests to accept self certificate signed by authorized signatory/Company Secretary certificate also for the mentioned criteria, hence kindly modify the clause as:</p> <p><b>Required document</b> Chartered Accountant Certificate/<a href="#">Self certificate signed by authorized signatory/Company secretary certificate</a> for Networth, turnover, etc. Copy of the audited profit and loss account of the company showing turnover of the company for last five years.</p>	No Change

110	76	Section VI: STANDARD FORMS AND ANNEXURES Bid Technical Evaluation Criteria (Detail of Technical Score)	<p><b>Criteria (Required Authentic documents)</b> Point No. 4: The Firm should have completed at least two work order with satisfactory remarks, from Central/ State Government /PSU for Implementation /Support of ERP Application /Software Services for value more than Rs. 3.0 Crore, during the last five years as on bid submission date.</p> <p><b>Required document</b> Submit relevant certified documents i.e. Work order/signed contract /user certification</p>	As few projects are under NDA and sharing Work order/signed contract /user certification would be difficult, hence bidder requests to accept self certificate signed by authorized signatory mentioning the required criteria.	No Change
111	87	NON-DISCLOSURE AGREEMENT	10. Scope; Termination. This Agreement is intended to cover Confidential Information disclosed by each Party both prior and subsequent to the date hereof. This Agreement may be terminated by either Party by giving the other Party no less than thirty (30) days prior written notice; provided, however, that, notwithstanding anything herein to the contrary, each Party's obligations with respect to each item of the other Party's Confidential Information will survive for a period of five (5) years following the latter of (a) disclosure of the applicable Confidential Information, (b) the termination of the discussions concerning the prospective relationship, or (c) the termination of this agreement.	10. Scope; Termination. This Agreement is intended to cover Confidential Information disclosed by each Party both prior and subsequent to the date hereof. This Agreement may be terminated by either Party by giving the other Party no less than thirty (30) days prior written notice; provided, however, that, notwithstanding anything herein to the contrary, each Party's obligations with respect to each item of the other Party's Confidential Information will survive for a period of <del>five</del> <b>two (2)</b> years following the latter of (a) disclosure of the applicable Confidential Information, (b) the termination of the discussions concerning the prospective relationship, or (c) the termination of this agreement.	No Change
112	65	Termination Process	4.25 Termination Process: ICAR-IASRI reserve the rights to terminate the contract on the basis of non-performance of the bidder for continuous 3 months with a notice period of 1 month during any phase of the project.	Kindly add to the clause - In case of pre mature termination, service provider will be paid for the value of services and goods delivered till the date of termination.	No Change
113	15	Contract Period	3.3 Contract Period: Development of system and Go Live: 01 Year, Implementation and AMC of system: 3 Years. The Contract may be extended year-on-year basis based on performance for 2 more years.	Pls modify the clause to be read as - 3.3 Contract Period: Development of system and Go Live: 01 Year, Implementation and AMC of system: 3 Years. The Contract may be extended year-on-year basis based on performance for 2 more years, with 10% price increase YoY.	the respective clause has been amended in addendum.

114	15	Payment Terms -S.No.1 Table	3.4 Payment Terms: Initial Implementation Phase - 10% of bid price (excluding AMC charges). On successful functioning of all modules during Initial Implementation Phase (3 months after Go-Live)	By Initial Implementation phase do you mean 10 weeks stabilization period post Golive in Wk 42 ?	Yes
115	17	Payment Terms -point (iv)	(iv) The Bidder shall be responsible for due payment of all taxes, levies, charges and expenses with respect to or arising out of the performance of this Service/ Supply Contract. The Bidder shall submit to the Purchaser true copies of receipts / challans of all such taxes paid within 10 days of making such payments for records of the Purchaser.	No Tax receipts can be provided at each invoice level. Instead CA Certificate wrt. tax payment will be submitted to Purchaser.	No Change
116	23	3.28 Earnest Money Deposit (EMD)and Performance Bank Guaranty	(i)Bidder has to submit Earnest Money Deposit (EMD) of Rs. 35,00,000/- (Rupees Thirty Five Lakhs only).The EMD should be deposited in separate Bank Guarantee or FDR. EMD validity should be at least 180 days from the date of bid opening. EMD is to be physically submitted through Bank Guarantee/ FDR of any Commercial Bank, drawn in favour of ICAR-Unit IASRI, New Delhi.	Kindly amend the clause to be read as - Bidder has to submit Earnest Money Deposit (EMD) of Rs. 35,00,000/- (Rupees Thirty Five Lakhs only). The EMD should be in separate Bank Guarantee or FDR. EMD validity should be at least 180 days from the date of bid opening <del>opening</del> <b>Submission</b> . EMD is to be physically submitted through Bank Guarantee/ FDR of any Commercial Bank, drawn in favour of ICAR-Unit IASRI, New Delhi.	The respective clause has been amended in addendum.
117	Generic	Generic	Generic	Please Clarify:  1. What is the total no. of users for each module who will be using the system?  2. The concurrency of users expected and the peak concurrency?  3. What will be mode of interaction of different users?	Currentity Approx. 20000 users exist and Approx 6000 are expected to be concurrent users
118	Word file page no 25	Table 1: Technical Evaluation criteria and Allocation of Marks	The Bidder should have an Average Annual Turnover of Rs. 45 Crore from Information Technology Solutions for any three FY from FY 2016-17 to FY 2021-22.  Equal to or More than Rs. 45 Crores =6  Equal to or More than Rs. 75 Crores =8  Equal to or More than Rs. 105 Crores =10	We request to department kindly amend this clause as:  The Bidder should have an Average Annual Turnover of Rs. 45 Crore from Information Technology Solutions for any three FY from FY 2016-17 to FY 2021-22.  Equal to or More than Rs. 45 Crores =6 Marks  Equal to or More than <b>Rs. 65</b> Crores =8 Marks  Equal to or More than <b>Rs. 80</b> Crores =10 Marks	The respective clause has been amended in addendum.

119	Word file page no 25	Table 1: Technical Evaluation criteria and Allocation of Marks	<p>The Firm should have completed at least two work order with satisfactory remarks, from Central/ State Government /PSU for Customization/Implementation /Support of ERP/Financial Management System for value more than Rs. 5.0 Crore, during the last five years as on bid submission date.</p> <p>2 Projects value of equal to or more than 5.0 Crore each = 8</p> <p>2 Marks for every additional project with value equal to or more than 5.0 crore.</p>	<p>We request to department kindly amend this clause as:</p> <p>The Firm should have <i>completed</i> at least <b>One</b> work order with satisfactory remarks, from Central/ State Government /PSU for Customization/Implementation /Support of ERP/Financial Management System for value more than <b>Rs. 10.0 Crore</b> , during the last <b>Ten</b> years as on bid submission date.</p> <p><b>1 Project value of equal to or more than 10.0 Crore = 10 Marks</b></p> <p><b>5 Marks for every additional project with value equal to or more than <u>2.0 crore.</u></b></p>	The respective clause has been amended in addendum.
120	Word file page no 24 & PDF file of Terms & Conditions page no 12	3.31 Evaluation and Comparison of Bids	<p>In word file- The bidder should score minimum 70 marks from designated criteria in the table to be considered as a responsive bidder</p> <p>In PDF of T&amp;C- The bidder should score minimum 50 marks from designated criteria in the table to be considered as a responsive bidder.</p>	<p>In the word file minimum marking in technical evaluation mentioned 70 marks but in the PDF file of Terms &amp; Condition minimum marking mentioned 50 marks .</p> <p><b>Kindly confirm the Minimum technical marking for technical evaluation.</b></p>	The corrections are marked in addendum
121	Word file page no 25	Performance Bank Guaranty	<p>The successful bidder shall submit performance bank guarantee after notification of award and before signing the contract. The amount of performance bank guarantee shall be 5% of contract value, or as per the notification of GOI, for the period of 50 months from the date of signing the contract.</p>	<p>We request to reduce the PBG amount to <b>3%</b> as per the govt. ordinance. Reference - Memorandum of Govt. No. F.9/4/2020-PPD Government of India Ministry of Finance Department of Expenditure Procurement Policy Division From Deputy Secretary to the Govt. of India</p>	No Change

122	Word file page no 26	3.31 Evaluation and Comparison of Bids	<p>The Firm should have completed at least two work order with satisfactory remarks, from Central/ State Government /PSU for Development/Customization/ Implementation of Software Services for value more than Rs. 5.0 Crore, during the last five years as on bid submission date.</p> <p>2 Projects value of equals to or more than 5.0 Crore each = 6</p> <p>2 Marks for every additional project with value equal to or more than 5.0 crore.</p>	<p>We request to department kindly amend this clause as:</p> <p>The Firm should have completed at least two work order with satisfactory remarks, from Central/ State Government /PSU for Development/Customization/ Implementation of Software Services for value more than <b>Rs. 2.0 Crore</b>, during the last five years as on bid submission date.</p> <p>2 Projects value of equals to or more than <b>2.0</b> Crore each = 6</p> <p>2 Marks for every additional project with value equal to or more than <b>2.0 crore</b>.</p>	No Change
123	Word file page no 46	4.11.9 Build Stage	4.11.9.3 Data must be migrated from existing ICAR-ERP applications, Bidder should identify data migration programs that need to be developed and tested. Without them, programs for the current application cannot be tested properly, so it is important that Bidder should develop and test them early.	We request to department kindly provide the size of data that need to be migrated along with database details .	As per the requirement of the application, data need to be transferred from the existing application to new developed system.
124	Word file page no 46	4.11.9 Build Stage	4.11.9.4 Provision of data entry to be provided.	<p>Please confirm bidder needs to do data entry work also ?</p> <p>If yes, please provide the documents details</p>	Need based data entry to make the system operational should be undertaken by the bidder.
<b>Bidder requests to add following clauses in the proposal</b>					

125	Generic	Generic	Generic	<p><b><u>Execution Infrastructure</u></b></p> <p>The ICAR will provide necessary and adequate infrastructure to enable Bidder to fulfill its commitment for the assignment. This will be applicable for each Bidder Consultant associated with the project and will be arranged for and provided at no cost to Bidder. The infrastructure will include:</p> <ul style="list-style-type: none"> <li>i. Office space;</li> <li>ii. Hardware and software;</li> <li>iii. Computer consumable including stationery, printer ribbons/toner, magnetic storage media such as floppy disks, tapes, cartridges, DATs;</li> <li>iv. Office stationery and consumable;</li> <li>v. Secretarial assistance, if necessary at site;</li> <li>vi. Telephone, e-mail and fax facilities at site;</li> <li>vii. Photocopying assistance;</li> <li>viii. Meeting Room facilities including room equipped with a writing board, seating arrangements, computers/ terminals, overhead projector and consumables. (pl. mention if any additional infrastructure is to be provided).</li> </ul> <p>The above-mentioned infrastructure will be required for work to be carried out at the site of ICAR during regular working hours. ICAR 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>ICAR will provide only Office Space to support team. Other arrangement will be made by the bidder.</b></p>
126	Generic	Generic	Generic	<p><b><u>Co-ordination</u></b></p> <p>ICAR will provide timely clarifications and feedback sought by Bidder's Consultants during the period of this assignment. ICAR will allocate a Project Co-ordinator to interact with Bidder, fix appointments with various ICAR Personnel and provide local assistance to Bidder's Consultants. The Project Co-ordinator will have necessary authorization from ICAR to take decisions and give timely approvals as per the need of the project</p>	<p><b>Project Coordinator will be available</b></p>
127	Generic	Generic	Generic	<p><b><u>Assistance</u></b></p> <p>The ICAR will ensure, through its Project Co-ordinator, transfer of information, specification of mutually agreed change-requirements (Change Requests), availability of materials such as documents and equipment, meetings with relevant users and other personnel among other requisites for Bidder to understand and document the same for the purpose of time-bound formal approval by the ICAR, before the service is undertaken by Bidder.</p> <p>Necessary and sufficient time will have to be spent by Users in ICAR with Bidder personnel during this stage of the assignment</p>	<p><b>Project team will assist</b></p>

128	Generic	Generic	Generic	<p><b><u>Methodology, Tools and Techniques</u></b></p> <p>Bidder will use the methodology, tools and techniques as stated in the accompanying Technical Proposal. Any change in these, if desired by the ICAR will need to be communicated to Bidder in writing with a reasonable notice period to allow for an assessment of their impact, if any, on schedule, technical requirements, feasibility and cost</p>	It will be as per RFP terms and conditions
129	Generic	Generic	Generic	<p><b><u>Deliverables</u></b></p> <p>The deliverables will be as per the details of the deliverables provided in the accompanying Technical Proposal</p>	Deliverable will be based on "AS IS " and "To Be" and Inception Report prepared by the bidder in consultation with ICAR Team. Time to time minor modifications will also need to be incorporated in the solution without any extra cost.
130	Generic	Generic	Generic	<p><b><u>Acceptance of Deliverables</u></b></p> <p>ICAR will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure) as per the schedule presented in the accompanying Technical Proposal.</p> <p>The application software (if any) will be delivered/installed for acceptance to ICAR as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of ICAR. ICAR will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of the Acceptance Testing of the software. The acceptance testing will be based on the test cases provided by ICAR. Bidder will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by ICAR, will be notified to Bidder in writing not later than two (2) weeks of delivery. Bidder will correct the defects that are a deviation from the baseline immediately following the acceptance, whichever is later. ICAR will confirm acceptance in writing to Bidder. The ICAR shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by ICAR if the ICAR (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT). Reworking of defects shall be at the cost of Bidder provided the defects are for reasons solely and entirely attributable to the Bidder, in all other cases it shall be</p>	Refer the UAT clause 4.11.14

131	Generic	Generic	Generic	<p><b><u>Change Management Procedure</u></b></p> <p>A change identified at any stage of the assignment which requires the deliverable to deviate from the then current baseline or the approved deliverable of the previous baseline to be modified, will be conveyed by the ICAR to Bidder or vice-versa in the form of a Change Request document. The request for change will then be assessed by Bidder to evaluate its impact on feasibility, time schedules, technical requirements in consequence of the proposed change and cost. Bidder will present this assessment to the ICAR for its approval within a reasonable time period. Bidder will incorporate the change after receiving the ICAR's written approval. In case of delay in approval by the ICAR, the baseline itself may undergo a change; this will mean a reassessment of the charges.</p> <p>Changes in the requirements like office space, hardware/software, and tools etc. during the execution of the assignment will be conveyed by Bidder to the ICAR. These will be evaluated jointly by the ICAR and Bidder and will be provided by the ICAR at no cost to Bidder</p>	<p><b>Time to time minor modifications/change request will also need to be incorporated in the solution without any extra cost.</b></p>
132	Generic	Generic	Generic	<p><b><u>Reimbursement of Tax/Levy</u></b></p> <p>Bidder shall be reimbursed for payment of any statutory duty/tax/levy including interest and/or new taxes or an increase in the rates of existing taxes or any other sum, if any payable in respect of any sales tax and/or any other state or central levy. This will apply retrospectively, if so applicable upon Bidder</p>	<p><b>Kindly refer the clause- 3.5 Tender Rates, Prices, Taxes and Duties</b></p>

133	Generic	Generic	Generic	<p><b>Intellectual property rights:</b></p> <p>All intellectual property rights in the software, all tools, processes, software, utilities and methodology including any Bidder's proprietary products or components thereof any development carried out by Bidder thereto in the course of providing services hereunder, including customisation, enhancement, interface development etc. shall remain the exclusive property of Bidder and ICAR shall not acquire any right title or interest of any nature therein except to the extent provided herein. Bidder shall however grant in favour of ICAR the right and non exclusive, non transferable, perpetual and irrevocable license to use the software for the purposes agreed hereunder. The foregoing license does not authorizes ICAR to (a) separate Bidder pre-existing IP from the deliverable/software in which they are incorporated for creating a stand alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder pre-existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Bidder in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder pre-existing IP.</p> <p>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 remain with the respective third party owners/ Bidder's licensor and ICAR shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software</p>	<p>The developed/Customized product will be the property of ICAR. However, ICAR will not independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder pre-existing IP in favour of any person (either for commercial consideration or not (including by way of transmission)).</p>
134	Generic	Generic	Generic	<p><b>Warranty</b></p> <p>Bidder shall warrant that the delivered software meets the requirements as specified in the detailed Specifications. This warranty shall remain valid for three (3) months after the acceptance of the software by the ICAR or three (3) months after the delivery of the software, whichever is earlier.</p> <p>ICAR shall promptly notify Bidder in writing of any 'defect' in the software arising due to the reasons solely and entirely attributable to Bidder under this warranty. Upon receipt of such notification, Bidder shall remove the 'defect' in the application software.</p> <p>The scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by the ICAR. Warranty shall not cover any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against approved Specifications. The above mentioned warranty shall also not apply if there is any (i) combination, operation, or use of some or all of the deliverables or any</p>	<p>No change</p>

135	Generic	Generic	Generic	<p><b><u>Additional Support and Services</u></b></p> <p>In case the ICAR requires any additional support in execution of its tasks in respect of the assignment, it shall be provided to them by Bidder on availability-basis at its then current market rate</p>	<p><b>No Change. All change requests during the project period is to be the budgeted in by the bidder in his scope.</b></p>
136	Generic	Generic	Generic	<p><b><u>Travel and Related Expenses</u></b></p> <p>Should the assignment require any travel by any Bidder expert outside their respective base location(s), the ICAR will provide to-and-fro airfare, board-and-lodging expenses (or, arrangements for the same), as well as local transportation for all such travels</p>	<p><b>Base location will be ICAR-IASRI, Delhi. However, If any expert visit for any ICAR Institutes is required then entire visit charges will be paid by the respective ICAR institute as per ICAR norms.</b></p>
137	Generic	Generic	Generic	<p><b><u>Cost Escalation</u></b></p> <p>Bidder will monitor the cost components related to this assignment. At each milestone and at the time of periodic reviews, in case of variances against its budget for reasons not attributable to Bidder like delays in inputs/approvals by the ICAR, non-availability of facilities at the ICAR, increase in the scope of the agreed Change-Requirements or increase in the ICAR's Implementation support requirements etc., Bidder will bring this to the attention of the ICAR. All such cost increases will be discussed and mutually agreed upon. Bidder will then raise invoices, payment period and other conditions for such invoices, which will be similar to those for payments laid out in this proposal</p>	<p><b>Kindly refer the clause- 3.5 Tender Rates, Prices, Taxes and Duties</b></p>

138	Generic	Generic	Generic	<p><b><u>Confidentiality</u></b></p> <p>Both parties agree that they may, in the course of their business relationship with the other, acquire or be exposed to information that is proprietary or confidential to the other party, its affiliates or its or their respective ICARs. Both parties undertake, to hold all such information in strictest confidence and not to disclose such information to third parties nor to use such information for any purpose whatsoever save as may be strictly necessary for the performance of the assignment as mentioned in this proposal. The term "Confidential Information" as used herein means any information or documents disclosed by one party to the other party orally, and which is reduced to writing within a period of 3 days of the disclosure or in writing or including but not limited to any written or printed documents, samples, model, technical data/know-how, drawings, photographs, specifications, standards, manuals, reports, formulae, algorithms, processes, information, lists, trade secrets, computer programs, computer software, computer data bases, computer software documentation, quotations and price lists, research products, inventions, development, processes, engineering techniques, strategies, customers, internal procedures, employees and business opportunity and clearly identified and marked as "Confidential Information". The data contained herein shall not be disclosed, duplicated, used in whole or in part for any purpose other than to evaluate the proposal provided that, a contract is awarded to this proposal as a result of, or in connection with the submission of this data. Both the parties shall have the right to duplicate, use or disclose the data to the extent provided in the contract. This confidentiality restrictions shall be for the term of the resultant contract and for a period of two years thereafter. This restriction does not limit the right to use information contained in the data if it:</p> <p>a. Is obtained from another source without restriction.  b. Is in the possession of, or was known to, the receiving party prior to its</p>	<p><b>NDA need to signed as per the Appendix 4 mentioned in the RFP</b></p>
139	Generic	Generic	Generic	<p><b><u>Non-employment</u></b></p> <p>The ICAR will neither offer to employ nor employ, directly or otherwise, any Bidder employee, associated for the purpose of, or with the assignment, during the period between the date of this proposal and two years from the completion of the assignment arising herefrom</p>	
140	Generic	Generic	Generic	<p><b><u>General Indemnity</u></b></p> <p>The ICAR will, during the period of the coverage of this assignment, indemnify and hold Bidder harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of Bidder arising out of the use or possession of the equipment or location of the ICAR by Bidder or its personnel, unless caused by the negligence of Bidder personnel and the limitation or liability provided herein shall not apply to such loss, injury, claim or damages</p>	

141	Generic	Generic	Generic	<p><b>Indemnity for infringement of intellectual property rights</b></p> <p>The ICAR warrants that all software, information, data, materials and other assistance provided by it under this proposal shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights</p>	Need to discuss
142	Generic	Generic	Generic	<p><b><u>Force Majeure</u></b></p> <p>Except to the extent otherwise provided herein, no liability shall result to other Party from delay in performance of from non-performance caused by circumstances beyond the control of the Party affected, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, accident, labour trouble but each of the hereto shall be diligent in attempting to remove such cause or causes. If such an event lasts for a continuous period of thirty (30) days, then either party may at any time thereafter while such performance continues to be excused, terminate this Assignment without liability, by notice in writing to the other party. However Bidder shall be entitled to receive payments for all services rendered by it under this Assignment</p>	Kindly refer the clause 3.41. Further, no change.
143	Generic	Generic	Generic	<p><b><u>Notices</u></b></p> <p>All notices, requests, demands and other communications under this proposal or in connection herewith shall be given to or made upon the respective parties as follows –</p> <p>Bidder:Tata Consultancy Services Limited, TCS House, Raveline Street, Fort, Mumbai 400 001.</p> <p>With a copy to: General Counsel Tata Consultancy Services Limited, TCS House, Raveline Street, Fort, Mumbai 400 001.</p> <p>ICAR: (pl. fill up the Address).</p> <p>or to such other person or addresses as any of the Parties shall have notified to the others.</p> <p>All notices, requests, demands and other communications given or made in accordance with the provisions of this proposal shall be in writing by letter, fax, email or telegram</p>	As per term and conditions

144	Generic	Generic	Generic	<p><b><u>Waiver</u></b></p> <p>No forbearance, indulgence or relaxation by any Party at any time to require performance of any provision of this Proposal shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this Proposal shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Proposal</p>	Kindly refer the clause 3.14 (iv & v), No change
145	Generic	Generic	Generic	<p><b><u>Assignment</u></b></p> <p>Neither Party shall be entitled to assign or transfer all or any of its rights, benefits and obligations under this proposal without the prior written consent of the other Party</p>	It may consider
146	Generic	Generic	Generic	<p><b><u>Nonexclusively</u></b></p> <p>Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal</p>	It may be agreed
147	Generic	Generic	Generic	<p><b><u>Independent Relationship</u></b></p> <p>This Proposal is not intended to create a relationship such as a partnership, joint venture, agency, or employment relationship. Neither party may act in a manner, which expresses or implies a relationship other than that of independent party nor bind the other party</p>	It may be agreed
148	Generic	Generic	Generic	<p><b><u>Modification</u></b></p> <p>This proposal may be modified only by an amendment executed in writing by a duly authorised representative for each party</p>	It may be consider. However for application& Process modification, Kindly refer the clause 4.11.7.3
149	Generic	Generic	Generic	<p><b><u>Publicity</u></b></p> <p>Neither party shall publicize any information pertaining to this assignment or the other party without seeking the prior written consent of the other party</p>	The Bidder shall not communicate or use in advertising, publicity, sales release or in any medium documentation or reproduction of the works under this contract, or description of the site, dimensions, quantity or any other information concerning the works unless prior written permission is obtained from the purchaser. Kindly refer the clause-3.9

150	Generic	Generic	Generic	<p><b><u>Entire Understanding</u></b></p> <p>This Proposal together with the Schedules, Annexure and Exhibits hereto and executed by the parties hereto constitutes the entire understanding between the parties hereto with respect to the subject matter hereto and supercedes and cancels all previous negotiations thereof. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement</p>	No Change
151	Generic	Generic	Generic	<p><b><u>Tata Code of Conduct:</u></b></p> <p>The business activities of the Bidder are self-regulated by the "Tata Code of Conduct". The ICAR undertakes that it will endeavor to promptly report any violation or potential violation of the Code by any person to the Local Ethics Counselor or the Principal Ethics Counsellor or the CEO of Bidder. Bidder, in turn, undertakes that it will maintain confidentiality of all communications received</p>	No Change
152	Generic	Generic	Generic	<p><b><u>Survival</u></b></p> <p>The clauses of this proposal which by their nature are intended to survive shall so survive the termination/expiry of this proposal.</p>	Kindly refer the clause 3.14 (xii). No Change
153	Generic	Generic	Generic	<p><b><u>IPR indemnity from ICAR:</u></b></p> <p>ICAR warrants to Bidder that the software, materials, and other assistance ('ICAR materials') supplied by ICAR to Bidder for the purpose of execution of the terms of the agreement are either ICAR owned properties or are properties obtained by ICAR under proper intellectual property licenses. ICAR further warrants that the said software, material and other information, to be provided by ICAR shall not infringe the intellectual property rights, proprietary rights or any other property rights of any party. If ICAR materials supplied by ICAR are found to infringe the intellectual property rights of any party, then ICAR shall hold harmless and indemnified Bidder , against all claims and actions associated with such infringement, including without limitation the attorney fees spent by Bidder in defending such actions and claims, and any compensation that may be paid by Bidder to settle such claim either in satisfaction of a court decree or otherwise. This clause shall survive the termination of this agreement. The ICAR will indemnify, defend and hold Bidder harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of Bidder arising out of the use or possession of the facilities/equipment or location of ICAR by Bidder or its personnel, unless caused by the negligence of Bidder personnel and the limitation of liability provided herein shall not apply to such loss, injury, claim or damages</p>	No Change

154	Generic	Generic	Generic	<p><b><u>Termination in case of default and non payment of fees:</u></b></p> <p>Bidder may terminate this Agreement for cause if ICAR materially breaches this Agreement, provided Bidder gives ICAR notice of such breach and it remains uncured after 30 days following notice.</p> <p>If any amount due and payable by ICAR under the Agreement is more than 30 days overdue; and there is no dispute between ICAR and Bidder in relation to that amount, Bidder may issue to ICAR a notice that payment is overdue. If ICAR fails to pay Bidder within 7 days after the date of such notice, Bidder may by a further notice to ICAR terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made</p>	Not Agreed
<b>General Queries</b>					
1		General		We request you to clarify the following points:	
2				I. Digital signatures to be provided on all the reports/documents?	Yes, option for Digital Signature should be there on all reports/documents.
3				II. What is the unique identifier for user registration? Is it Aadhar number/any other government id/email id	Email id
4				III. Please confirm maximum duration for performance appraisal storage. Do you use archival strategy for historical data?	Yes, It is required
5		General		Who will share the requirements, or the bidder has to collect the requirements from one place or have to visit various institutions?	ICAR Hqrs and ICAR-IASRI
6				• If requirements collected from ICAR Head Office level and on the basis of that we developed the new system, what if during implementation/UAT Institutions came up with new processes/requirements? How is this risk going to be mitigated?	Kindly refer the clause- 3.5 (vi): Tender Rates, Prices, Taxes and Duties
7				• Formats, processes, UI, and Reports will be generic and uniform across all institutions/universities or do we have to do customizations specific to every Institute/HO/University?	Almost all report will be uniformed in all ICAR institutes but some cases report format may be changed SMD wise
8				• Who will sign off the UATs? ICAR HO or all institutes?	Constituted UAT team by ICAR
9				• How training will be done, do our team has to visit all institutes one by one or it will be centralized or online training?	It will centralized and virtually.
10				• Who will arrange OS, Database licenses for Production Servers?	Bidder
11				• Employees Data for HRMS and Payroll shall be made available to us in which format? Please confirm.	System need to integarte with eHRMS a product of NIC
12				• How training will be done, do our team has to visit all institutes one by one or it will be centralized or online training?	It will centralized and virtually.
13				• Who will arrange OS, Database licenses for Production Servers?	Bidder
14				• Employees Data for HRMS and Payroll shall be made available to us in which format? Please confirm. • Please confirm the size of data to be migrated and also confirm there is no digitization and	System need to integarte with eHRMS a product of NIC

15				<ul style="list-style-type: none"> <li>Please confirm that there are no other modules to be considered and shall not be the part of current scope.</li> </ul>	<p>Already mentioned the new sytem with integrated with external system like eHRMS, PFMS, TSA etc, However, if any new system introduced by the Govt of India which can be added in the scope without any extra cost.</p>
16				<ul style="list-style-type: none"> <li>Please clarify the Integration of SMS, Email and Payment Gateway.</li> </ul>	<p>Need to integarted SMS, email and Payment Gateway. The email and payment gateway provided by the respective institute.</p>
17				<ul style="list-style-type: none"> <li>The EMD amount asked by you is 35 Lakhs, and according to EMD the budget of the proposed project should be Rs. 17.5 Crores. Please confirm.</li> </ul>	<p>It is 35 Lakhs. No Change</p>
18				<ul style="list-style-type: none"> <li>Please confirm or clarify that the current scope does not includes the IT Infrastructure, Civil Works, Hosting and Networking.</li> </ul>	<p>Server and storage will be provided by the ICAR</p>
19	Genera	General Query	No.of ERP Users	Please provide the total no. of users for ERP solution and no of concurrent users also for the same (module wise if possible)	Total no. of users are 20000, concurrent users - 6000
20	Genera	General Query	Training	Please provide the details of no. of users for training and size of batches	The training will be the responsibility of the deployed support team.

Sd/-  
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