

Government of Tamil Nadu

Hiring of Consulting Agency for setting up Project Management Unit (PMU) for Dept. of Finance, Government of Tamil Nadu, including its line Departments

DEPARTMENT OF TREASURIES & ACCOUNTS

IMPORTANT NOTICE

This tender (RFP) process is governed by the Tamil Nadu transparency in tenders act 1998 and the Tamil Nadu transparency in tenders rules 2000 as amended from time to time.

In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu transparency in tenders act 1998 and the Tamil Nadu transparency in tenders rules 2000, the act and rules shall prevail.

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1. List of Acronyms

Sl. No.	Acronym	Definition
1.	ASL	Additional Sanction Ledger
2.	QCA	Quarterly Control Allotment
3.	CF	Contingency Fund
4.	RBI	Reserve Bank of India
5.	PFMS	Public Finance Management System
6.	GST	Goods and Service Tax
7.	CTA	Commissioner of Treasuries and Accounts
8.	EMD	Earnest Money Deposit
9.	MEC	Minimum Eligibility Criteria
10.	TES	Technical Evaluation System
11.	LoA	Letter of Acceptance
12.	PBG	Performance Bank Guarantee
13.	RfP	Request for Proposal
14.	PMU	Project Management Unit
15.	TNFD	Tamil Nadu Finance Department

2. Letter of Undertaking

To

The Commissioner of Treasuries and Accounts,
3rd Floor, Perasiriyar K.Anbzhagan Maaligai,
No.571, Anna Salai,
Nandanam, Chennai - 600 035. Sir,

Sub: Undertaking for participating in Selection of System Integrator to Design, Develop and Maintain the software application for Tamil Nadu Public Fund Tracking System - Reg.

Ref: Tender Ref: RC.No.46991/P1/2022

I/We do hereby submit my/our bid for the Selection of a System Integrator to Design, Develop and Maintain the software application for the Tamil Nadu Public Fund Tracking System per the Terms and Conditions of this RFP.

I/We have examined the details of the tender and have carefully noted the conditions of the contract and the specification with all the stipulations with which I/We agree to comply. I/We hereby undertake to complete the assigned tasks as Selection of System Integrator to Design, Develop and Maintain the software application for Tamil Nadu Public Fund Tracking System at the places mentioned in the specification of all the articles as per RFP & tender schedule from the date of communication of acceptance of my/our tender.

I/We further agree that the acceptance of this tender shall result in a valid and concluded contract binding on me/us the terms whereof shall be taken to be those mentioned in the form of agreement here to annexed notwithstanding the non-execution of the said agreement.

I/We hereby declare that I/We agree to do the various acts, deeds, and things referred to herein including the condition relating to non-withdrawal of this tender above set out in consideration of the Treasuries and Accounts Department and considering this my/our tender.

I/We hereby confirm that our Company was not blacklisted by any State Government/ Central Government/ Public Sector Undertakings during the last three years. We also hereby confirm that our EMD/SD was not forfeited by any State Government / Central Government / Public Sector Undertakings during the last five years due to our non-performance, non-compliance with the tender conditions, etc.

I/We hereby confirm that our Company has not filed for bankruptcy during the last three years.

I/We hereby confirm that our Company has not violated/infringed on any Indian or foreign trademark, patent, registered design, or other intellectual property rights at any time anywhere in India.

I/We shall not sub-contract any works to any contractor from a country that shares a land border with India unless such contractor is registered with the Competent Authority.

I/We..... have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India, as per Government of Tamil Nadu G.O.Ms.No.343, Finance (Salaries)Department, dated 18.9.2020; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I certify that this bidder fulfils all requirements

in this regard and is eligible to be considered.

I/We..... hereby declare that all the particulars furnished by us in this tender are true to the best of my/our knowledge, and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

I/We..... certify that we are liable and responsible for any disputes arising out of Intellectual Property Rights.

I/We certify that I/we shall not form any consortium with other firms/ organizations/agencies/ companies for carrying out the tasks specified in this RFP.

In case of violation of any of the conditions above, I/We understand that I/We are liable to be blacklisted by Treasuries and Accounts Department/Government of Tamil Nadu for a period of three years.

Note:

Declaration in the company's letterhead should be submitted as per the format given above
If the bidding firm has been blacklisted by any State Government/ Central Government/ Public Sector Undertakings earlier, then the details should be provided.
No Consortium is allowed.

3. Tender Schedule and Data Sheets

1.	Tender Inviting Authority, Designation, and Address	The Commissioner, Treasuries and Accounts Department, No.571, 3 rd Floor, Perasiriyar K.AnbzhaganMaaligai,Anna Salai, Chennai - 600 035. Tel No: +91-44-24327576
2.	A) Name of the Work	Hiring of Consulting Agency for setting up of Project Management Unit (PMU)
	B) Tender Ref No.	RC.No.46991/P1/2022
3.	Earnest Money Deposit	Rs.1308000/- (Rupees Thirteen Lakh Eight Thousand only) should be paid through onlinemode.
4.	Contract Period	04 Years
5.	Tender Document	The tender document can be downloaded from the URL https://www.tn.gov.in/karuvoolam/ and https://tntenders.gov.in at FREE OF COST.
6.	Mode of Submission	Through Online. Bids cannot be submitted after the due date and time.
7.	Date and Place of Pre-bidmeeting	On 04.07.2023 @ 11:30 a.m. A prebid meeting will be conducted online through video conference (VC) and the link for the VC will be shared. Please send the quires to ads.tndta@nic.in
8.	Due Date and Time for Bid Submission	On 24.07.2023 up to 4:00 p.m.

9.	Date, Time and Place of Opening of Technical bids	On 25.07.2023 @ 4.30 p.m. Treasuries and Accounts Department, No.571, 3 rd Floor, Perasiriyar K.AnbzhaganMaaligai,Anna Salai, Chennai - 600 035.
10.	Date, Time and Place of Opening of Price bids	Price bid opening Date & Time will be communicated to Technically qualified bidders ONLY.
11.	Tender validity period	90 days from the date of opening of technical bids

Note: Neither Treasuries and Accounts Department nor their representatives are obligated to inform any bidders who have not qualified in any of the stages of bid process management.

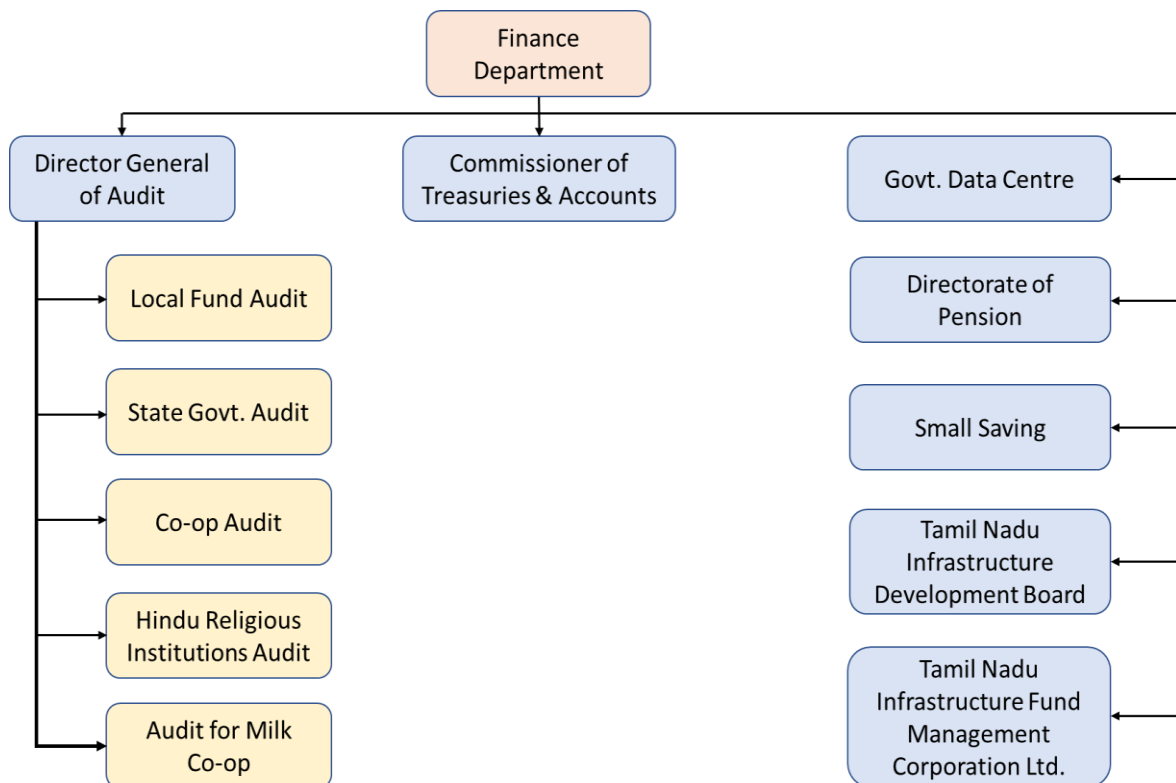
4. Background Information

I. Basic Information

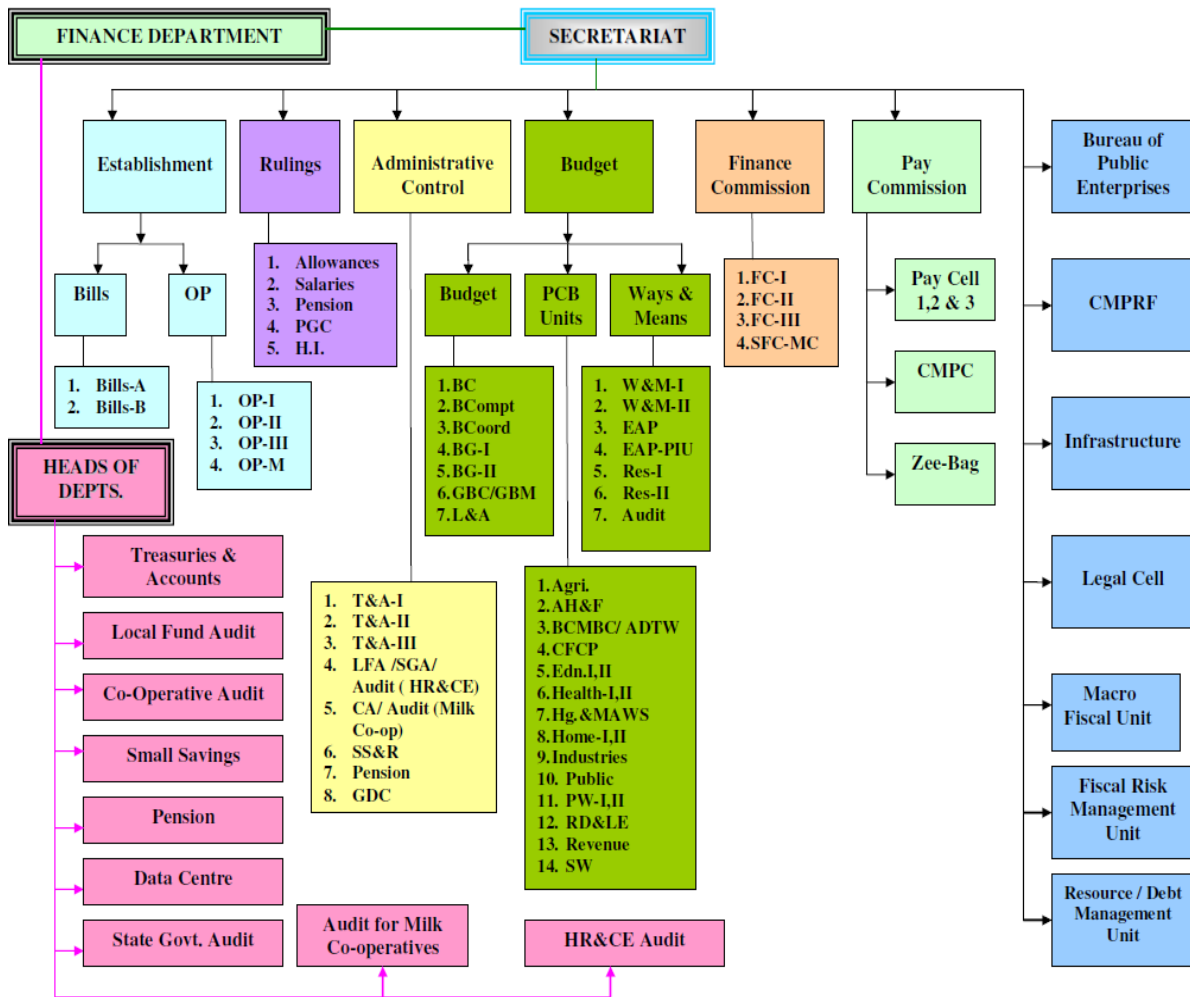
- a) The CTA invites responses (“Proposals”) to this Request for Proposals (“RFP”) from Consulting agencies (“Bidders”) for setting up PMU for Finance dept. & including its HODs as described in Section 8 of this RFP, “Scope of Work” (“the Services”). The Commissioner of Treasuries & Accounts is the Nodal Agency for this public procurement.
- b) The PMU consultancy will be for a four year period.
- c) **The PMU will act as a Technical Support Unit for the present and future ICT initiatives and other special initiatives of Finance Department including its HODs.**

II. Finance Department

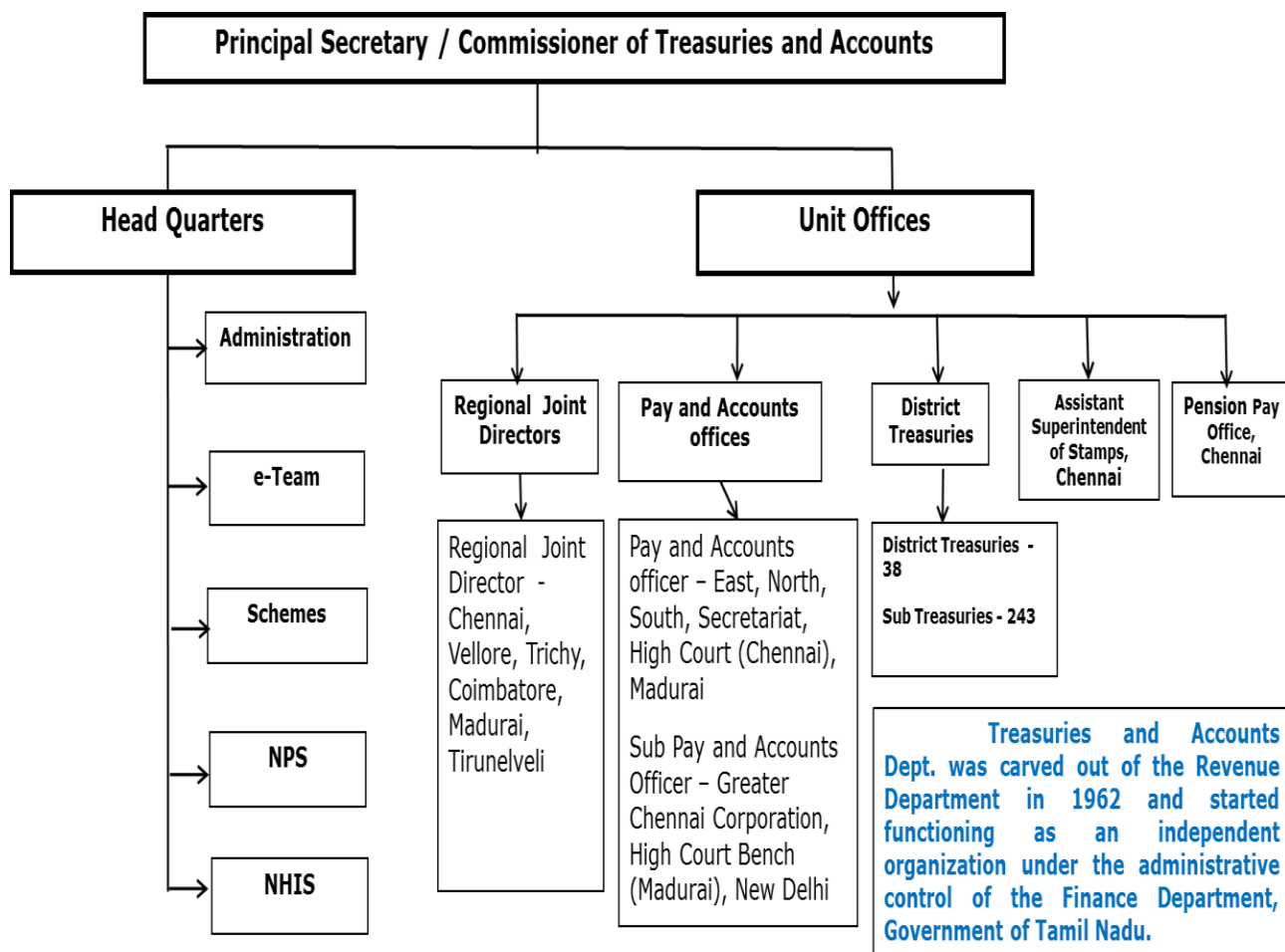
A. Organization Structure



B. Finance Department - Organogram



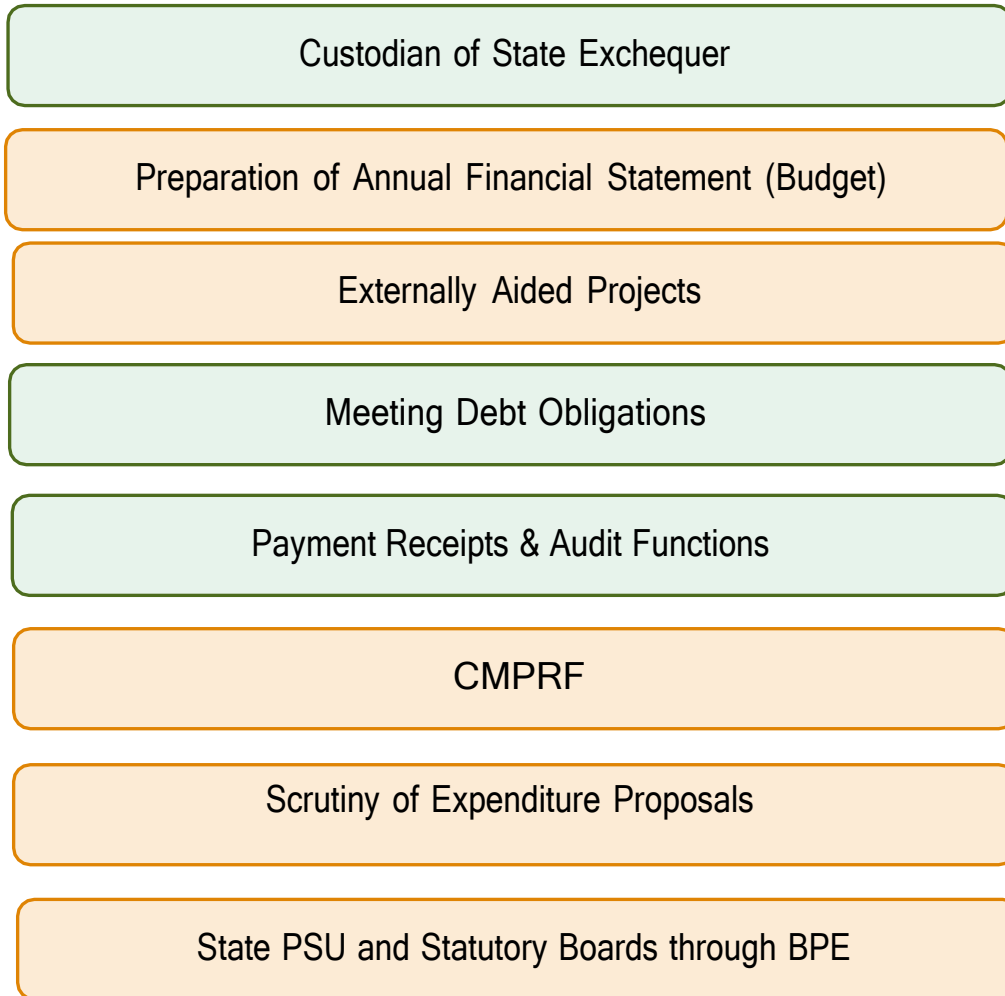
C. Treasuries & Accounts Department – Organogram



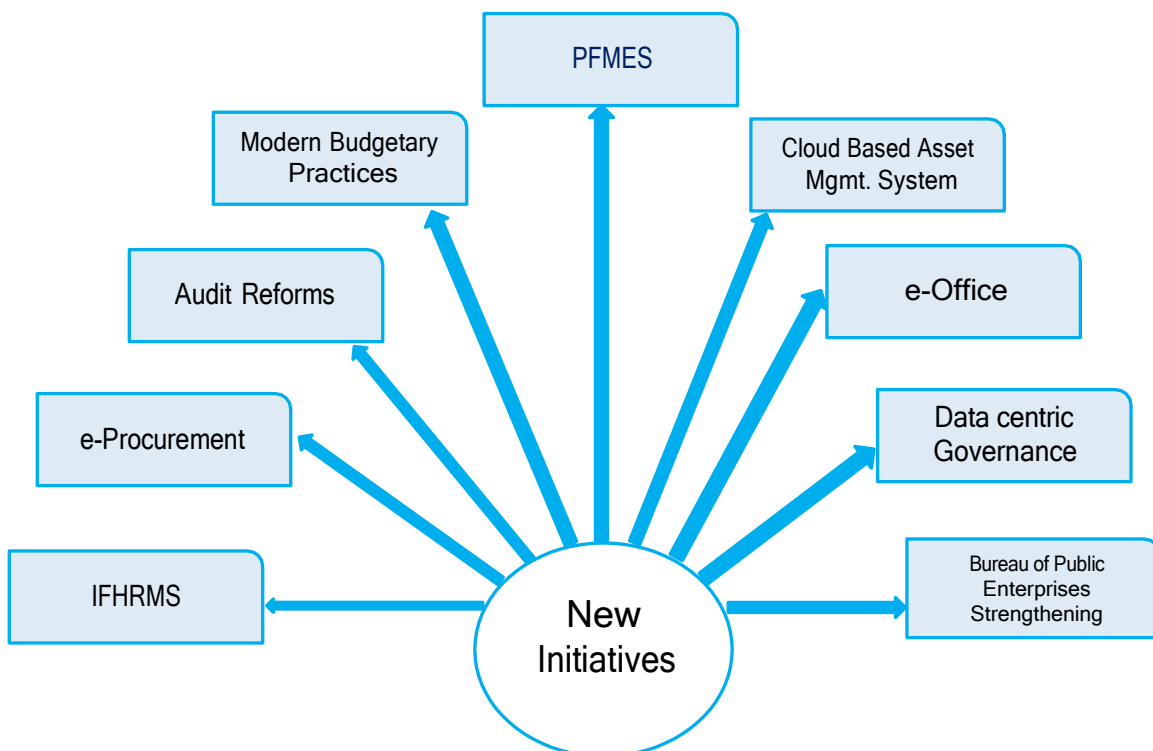
D. Main Functions of Finance Department

The Finance Department is responsible for the general financial management of the Government of Tamil Nadu. It has the important task of preparing the annual budget statement of the Government of Tamil Nadu and submitting it to the Legislative Assembly. As the custodian of the exchequer of Tamil Nadu, it has undertaken important functions of balancing the receipts and expenditure of the Government and managing the debt obligations.

The Finance Department examines and implements the project proposals received from the administrative departments keeping in mind the balance of revenue and expenditure of the Government and considering the financial indices of the Government, their requirements, utilization of funds, budget allocation, financial processes etc.



E. New Initiatives of the Finance Department



4.1 Key Information

IFHRMS

The Department of Treasuries & Accounts has implemented Integrated Financial and Human Resources Management System (IFHRMS) under the administrative control of Department of Finance, Government of Tamil Nadu. The (IFHRMS) acts as a gateway for all Human Resource and Finance related activities. The real time feature of IFHRMS has made it a unique re-engineering model which is operationalized by the Treasuries & Accounts Department, Dept. of Finance, GoTN.

The following modules are part of the existing e-Governance IFHRMS application:

- a) Dept. of Finance: Budget Preparation, Budget Allocation, Budget Operation - ASL, QCA & CF, Supplementary Estimates, NABARD, Other Loans, Cash Book, Share Capital Assistance, Business Intelligence, Loans & Advances, Guarantees, Government India Loans, Open Market Loans, Public Deposit Acc. & Payment Advice, Schemes, Chart of Account, and Pay Cell
- b) Dept. of T&A: HRMS & Payroll, Pension, Insurance Schemes, e-Receipts, e-Office (Grievance, CM Cell, Inspection & Audit, RTI, Court case, File movement), Deposits, Accounts, Strong Room & Stamp Management, Web Portal and e-Sign
- c) Integrations: RBI, CAS Nagpur, RBI NEFT/RTGS, Treasury Accounts Integration with AG, PFMS, RBI- GST, GST MoE, Jeevan Praman for Pensioners, Scholarship payment to students under Moovalur Ramamirtham Ammal Ninaivu Marriage Assistance Scheme, CPS, Pension and Out-of-Treasury Transaction Integration with AG, BSNL, TANGEDCO, Income Tax Department, Prohibition Excise, Transport Dept., IGRS, Commercial Tax & Common Service Centre –TneGA

Although the IFHRMS is being widely accessed across the State, there is significant scope for improvement especially in the area of use of technology and data-driven governance. Some of the issues that needs to be factored in are as follows:

- Varying maturity levels and practices with regard to usage of application

- Lack of technical resources to enhance the efficiencies of the current system and to independently assess the capabilities for external integrations
- Insufficient trained IT personnel at all nodes, impacts the programme, resulting in Trouble ticket volume thereby, increasing the dependency on SI
- Lack of knowledge in envisaging the risks and mitigation of the same during implementation of new schemes / activity
- No standby in case of emergent situation to handle escalations technically

Consultants to Co-ordinate and dedicatedly focus on the tasks in order to improve the IFHRMS performance and outcome efficiency levels to be achieved in a specific timeframe.

5. Instructions to Bidders

A. General

The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Request for Proposal (RFP). Failure to furnish all required information in every respect will be at the Bidder's risk and may result in rejection of bid.

It will be imperative for each Bidder to familiarize with the prevailing legal situations for the execution of contract. CTA shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by CTA. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.

The Bidder shall be deemed to have satisfied himself fully before Bidding as to the correctness and sufficiency of his Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.

It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.

The Bidder should be fully and completely responsible to CTA for all deliveries and deliverables.

The Bidder shall submit the scanned copy of the bid document (in .pdf) and corrigendum (if any) as an acceptance of the bid.

The bidder should submit/give declaration stating that they are not debarred/blacklisted by any State Government, Central Government, Central & State Govt. Undertakings/enterprises/Organizations and by any other Quasi Government bodies/Organizations, World Bank, or any major Enterprise organization in India for non-satisfactory performance, corrupt & Fraudulent or any other unethical business practices. Further stating/declaring that no cases pending against the firm/organization either in Government (State or Union) for involvement in cases for supply of sub-standard goods/material or track record of supply of inferior quality or no enquiries on past supplies are being conducted or underway.

If the bidder is debarred/ blacklisted as mentioned above, such bidder becomes ineligible to participate in the bidding process. In case of any concealing of information relating to blacklisting or pending of cases as mentioned above, CTA reserves the right to cancel the Work Order / contract allotted, apart from forfeiting EMD/PBG. CTA reserves the right further to take penal action on the bidder.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the CTA. Any notification of preferred bidder status by the CTA shall not give rise to any enforceable rights by the bidder.

CTA reserves their right in not considering the bid of a bidder, if such bidder/consortium member was a previous supplier and had a past bad track or their earlier performance was unsatisfactory on any count.

B. Prebid meeting / Clarification

A Pre-bid meeting will be held for addressing the clarifications on the date and time mentioned in the Tender Data Sheet or any other date to be decided by CTA. The Bidders are requested to participate in the Pre-bid meeting and get the clarifications. The queries should necessarily be submitted in the format as given (Refer: Annexure-2). Before closing of the Tender, clarifications, and corrigendum (if any) will be notified in the websites mentioned in the Tender Schedule. The Bidders shall periodically check for the amendments or corrigendum of information in the websites till the closing date of this Tender.

CTA will not make any individual communication and will in no way be responsible for any information missed out by the bidders.

No clarifications would be offered within 48 hours prior to the due date and time for submitting the Tender.

Before the closing of the Tender, CTA may amend the Tender document as per requirements or wherever it feels that such amendments are absolutely necessary.

Amendments also may be given in response to the queries by the prospective Bidder(s). Such amendments will be notified in the websites mentioned in the tender schedule. It is bidder responsibility to keep checking the website for any changes or clarifications or corrigendum to the tender document.

CTA at its discretion may or may not extend the due date and time for the submission of bids on account of any amendments.

CTA is not responsible if bidder misinterprets any provision of this tender document.

C. Cost & Language of the Bid

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Bid, such translation shall govern. Bids received without such translation copy are liable to be rejected.

D. Bid Currency

Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

E. Earnest Money Deposit (EMD)

- I. An EMD amount as specified in the Tender Schedule should be paid through electronic mode to the following Bank account.

<Bank Account Name>

<Bank Account Number>

<Bank Name>

<Bank Branch Name and Code>

<Bank Account IFSC Code>

- II. The EMD of the unsuccessful Bidders will be refunded to their bank account upon finalization and issue of LoA to the SI. The EMD amount held by CTA till it is refunded to the unsuccessful Bidders will not earn any interest thereof.
- III. The EMD amount of the Successful Bidder shall be converted as part of the Performance Bank Guarantee (PBG) for successful execution of the work and will be returned only after the successful fulfilment of the Contract.
- IV. The EMD amount will be forfeited by CTA,
 - a. if the Bidder withdraws the bid during the period of its validity specified in the tender
 - b. if the Successful Bidder fails to sign the contract or the Successful Bidder fails to remit PBG within the respective due dates
 - c. If the firm has furnished incorrect information on qualification and experience.
 - d. If the bidder is found to have a conflict of interest as specified in this RFP

F. Contacting Tender Inviting Authority

Bidders shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the Bidder

Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bona-fide clarifications from Bidders relating to the tenders submitted by them during the evaluation of tenders.

G. Submission of Bids (To be Checked)

- a) The bidders should submit their responses as per the prescribed format given in the RFP in the following manner
 - Technical Proposal - (Cover 1)
 - Financial Proposal - (Cover 2)
- as
specified
in Section 6

- b) Please note that Prices should not be indicated in the Technical Proposal but should only be indicated in the Financial Proposal.
- c) Bids shall be received in the time and date specified in the Tender Schedule / Invitation for Bid.
- d) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers.
- e) Any deficiency in the documentation may result in the rejection of the Bid.
- f) All pages of the bid shall be initialled and stamped by the person or persons who sign the bid.
- g) CTA reserves the right to modify and amend any of the above-stipulated conditions/criteria depending upon project priorities vis-à-vis urgent commitments.
- h) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the department. In such case the publicity of extended time and date shall be given in the manner as corrigendum which shall be downloaded / viewed in the same portals where the RFP is available. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

H. Tender Validity

The offer submitted by the Bidders should be valid for a minimum period of 90 days from the date of opening of the Tender.

I. Opening of Bid

The Bids shall be opened by the CTA or bid opening and evaluation committee on the date and time mentioned in the Information for Bid/ Corrigendum. If the date fixed for opening of the tender happens to be a Public / Government holiday, the tender will be opened on the next Working day at the time specified in the Information for Bid.

J. Initial Scrutiny

- 1) Initial Bid scrutiny will be conducted, and incomplete details as given below will be treated as non-responsive. If Tenders are:
 - i. received without the Letter of Authorization
 - ii. received without EMD amount
 - iii. found with suppression of details
 - iv. with incomplete information, subjective, conditional offers, and partial offers
 - v. submitted without documents requested in the checklist
 - vi. non-compliance of any of the clauses stipulated in the Tender
 - vii. with a lesser validity period
 - viii. are not submitted as specified in the RFP document
- 2) All responsive Bids will be considered for further evaluation. The decision of the Tender accepting Authority will be final in this regard.

K. Clarification to Bids

When deemed necessary, CTA shall seek bona-fide clarifications on any aspect from the Bidder under Short Fall of Documents. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, CTA may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder failed to comply with the requirements of CTA as stated above, such Bids may at the discretion of CTA, shall be rejected as technically non-responsive.

6. Minimum Eligibility Criteria (MEC) & Technical Evaluation System (TES)

A bidder participating in the procurement process shall possess the following minimum qualification/ eligibility criteria.

6.1 Minimum Eligibility Criteria (MEC)

S.No	Basic Requirement	Specific Requirement	Documents Required
1	Legal Entity	<p>A company registered under Indian Companies Act, 1956 or Companies Act, 2013</p> <p>OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932.</p> <p>OR</p> <p>Limited Liability Partnership firm registered under Limited Liability Partnership Act, 2008.</p> <p>Must have 7 years of existence in India as on date of submission of bids.</p> <p>Consortium / JV / Subcontracting is not allowed.</p> <p>The bidder shall not be a blacklisted entity by the Central Government, State of Tamil Nadu or by any State, Union Territories of India.</p>	<p>Copy of valid Registration Certificates OR Copy of Certificates of incorporation</p>
2	Financial: Turnover from IT/ ITeS	<p>As per published audited balance sheets, the Average Annual Turnover of the bidder from IT/ ITeS for last three financial years i.e., 2019-20 to 2021-22, should be at least Rs. xx Crores.</p>	<p>CA Certificate with CA's Registration Number/ Seal with UDIN</p>
3	Financial: Net Worth	<p>The net worth of the bidder, as on 31/03/2022, should be Positive.</p>	<p>CA Certificate with CA's Registration Number/ Seal with UDIN</p>

4	Technical Capability	<p>The bidder shall have consulting experience in State / Central Govt / UT for Finance dept (or) for any of the Private Finance Sectors in India.</p> <ol style="list-style-type: none"> 1. A minimum of 1 crore at least in 1 project or 2. two projects not below 50 lakh and the bidder should have experience in working with the Tamil Nadu Government for a minimum period of 3years. 	<p>Work Order of relevant projects and detailed credentials.</p> <p>Work Order of relevant projects and detailed credentials</p>
5	Human Capital	<p>The bidder shall be a consulting company with minimum of 500 employees on roll in India as of Mar 2023.</p> <p>And</p> <p>Experienced and qualified professionals permanently employed on Consultancy Firm payroll with in-depth knowledge of ICT and Finance cum technical.</p> <p>And</p> <p>The bidder should have at least one office in Tamil Nadu. If the bidder is not having any office in Tamil Nadu, then bidder should submit a letter of undertaking to open an office in Tamil Nadu within 15 days from date of issue of work order if the bidder is awarded the work.</p>	<p>Self-declaration from HR department</p> <p>And</p> <p>CVs of the positioned staff as per format prescribed in annexure.</p> <p>And</p> <p>The copy of Property tax bill / Electricity Bill / Telephone Bill / G.S.T, C.S. T Registration or Lease agreement should be submitted</p> <p>OR</p> <p>Undertaking letter to establish the office if the bidder is awarded with the work.</p>

The bidders who have submitted required documents and meet the eligibility criteria as mentioned above and as determined by the Tender Scrutiny Committee (TSC) shall only be eligible for further technical evaluation as per Technical Evaluation System section.

6.2 Technical Evaluation System (TES)

The bidder should enclose documentary evidence for fulfilling the following TES and the Tender Scrutiny Committee will evaluate the bids as per the criteria set below:

S.No	Criteria	Marking Scheme	Maximum Marks
A	Relevant Project Experience		40
6.2.1	Consulting / implementing / managing / expertise in Oracle Financials in the past 5 years	>=3 Oracle EBS Project for Financial sector - 20 marks >=2 Oracle EBS Project for Financial sector - 15 marks 1 Oracle EBS Project for Financial sector - 10 marks	20
6.2.2	Experience of undertaking consulting engagements with State / Central Government bodies in the past 5 years		10
6.2.3	Experience of selecting external agency for Govt. bodies in India by drafting the DPR / Proposal document in the past 5 years		10
B	Relevant Local Experience		10
6.2.4	Consulting experience in Tamil Nadu for the last 3 years.	Min. of 2 projects for Dept/Boards/PSUs in Tamil Nadu Govt.	7
		Min. of 2 projects for Private firms in Tamil Nadu	3
C	Approach & Methodology		20

6.2.5	Understanding of the project and requirements - Approach, methodology and work plan to meet the defined scope of this document.		10
	Presentation by the Consulting Agency	Presentation	10
D	Project Team		30
6.2.6	Principal Consultant (Each resource carries 6 marks)		12
	Sr. Consultant (Each resource carries 3 marks)		12
	Consultant (Each resource carries 2 marks)		06

The bidder shall be required to get at least 70 marks out of 100 marks to qualify for next stage i.e. opening of the financial bids.

6.2.1 Tender Scrutiny Committee (TSC) will evaluate whether all the requirements mentioned in the RFP are understood and addressed well.

6.2.2 The bidder has to make a technical presentation & live demonstration (Cl.4.2.1 to 4.2.6) to the TSC.

6.3 Tender Evaluation

1) Tender evaluation Committee

- i. CTA will constitute a tender evaluation committee to evaluate the responses of the bidders
- ii. The decision of the tender evaluation committee in the evaluation of responses to the RFP shall be final.
- iii. The tender evaluation committee may ask for meetings with the bidders to seek clarifications on their proposals.

2) Suppression of facts and misleading information

- i. During the bid evaluation, if any suppression or misrepresentation is brought to the notice of CTA, CTA shall have the right to reject the bid and if after selection, CTA would terminate the contract, as the case may be. Termination of the contract will be without any compensation to the Bidder and the EMD / SD, as the case may be, shall be forfeited.

- ii. Bidders should note that any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, CTA shall have the right to seek the correct facts and figures or reject such Bids.
- iii. It is up to the Bidders to submit the full copies of the proof documents to meet out the Minimum Eligibility Criteria and Technical Evaluation System. Otherwise, CTA at its discretion may or may not consider such documents.
- iv. The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.

3) Technical Bid Evaluation

Minimum Eligibility Criteria (MEC)

TSC will examine the technical bids as per Cl.6.1 MEC given in the Tender document. The documents which did not meet the eligibility criteria in the first stage of scrutiny will be rejected in that stage itself and further evaluation will not be carried out for such bidders. The eligible Bidders satisfying all the criteria in cl. 6.1 alone will be considered for further evaluation as per TES (cl.6.2). The decision of CTA will be final in this regard.

Technical Evaluation System (TES)

TSC will examine the bids as per clause 6.2 TES based on the documentary evidence enclosed by bidder in the Technical Bid. The bidder shall be informed to make a presentation to TSC as per 6.2.1 to 6.2.6. If the bidder fails to demonstrate their bid will be summarily rejected. Minimum marks to be scored by the bidders in the TES is 70 (seventy) out of 100, so as to declare the bid as technically qualified. Bidders who score 70 and above marks in the TES as per cl. 6.2 above shall be deemed technically qualified and financial bids of those bidders only will be opened.

4) Bid Evaluations

- i. Bidders should fill price quote details ONLY in Bill of Quotation (BoQ).
- ii. All the taxes indicated in the financial bid will be taken for the financial evaluation as per the Tamil Nadu Transparency in Tender Rules 2000 with latest amendments.
- iii. Bidders should quote for all the items. Failure to submit the rates for all the items (including price discovery items) or partial offer will be liable for rejection of the bid itself. The decision of CTA will be the final.
- iv. The bidder has to quote the rates for the price discovery items as mentioned in the price bid BoQ which will be utilized if those additional services are entrusted to the bidder during the period of contract. The rates quote in the price discovery items shall not constitute the bid price.
- v. The marks scored in the Technical Bid will be evaluated as

$S(t)$ = Technical score for the bidder under consideration

$S(t) * T$ = Weighted technical score of the bidder under consideration
where $T=0.70$ Technical weightage

Final Evaluation

The formula for determining the financial scores is the following: $S(f) = FM * 100/F$, where F =Price of the bidder under consideration

FM =Lowest Price

$S(f) * P$ = Weighted Financial score of the bidder under consideration

Where $P=0.30$ (Price Bid Weightage)

Both the Technical Bid and Price Bid marks will be added to arrive at the total mark as

Final Score = $S(t) * T + S(f) * P$

Where $T = 0.70$ Technical Weightage

$P = 0.30$ Price Bid Weightage

The total mark will be arranged in the descending order. The Highest scorer (H1) will be declared as the Successful Bidder.

L. Negotiations

Negotiations will be conducted with the successful (H1) bidder for improvement in the scope of work, specification, further reduction in bid price & in price discovery

rates and advancement of delivery schedule, in accordance with the TNTIT Act 1998 & TNTIT Rules 2000.

M. Award of Contract

- i. Award of Contract (Letter of Acceptance) shall be issued by CTA to the successful (H1) bidder. After acceptance of the tender and LOA issued by CTA, the successful bidder (H1) shall have no right to withdraw their tender or claim higher price.
- ii. The successful bidder herein after will be referred to as Consulting Agency
- iii. No dispute can be raised by any bidder who's bid has been rejected and no claims will be entertained or paid on this account.

N. CTA reserves the right to

- 1) Modify, reduce, or increase the quantity requirements to an extent of tendered quantity as per the provisions of Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules, 2000.
- 2) Inspect the bidders' premises/ Company before or after placement of orders and based on the inspection, reserves a right to modify the quantity ordered.
- 3) Withhold any amount for the deficiency in Quality/Service aspect rendered during the contract period.

Accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. The Tender Accepting Authority may also reject all the tenders for reasons such as change in scope, specification, lack of anticipated financial resources, court orders, calamities, or any other unforeseen circumstances.

Performance Guarantee

The successful bidder shall have to furnish a Performance Bank Guarantee (PBG) for 5% of contract value by way of demand draft or banker's cheque payable at Chennai or in the form of unconditional irrevocable Bank Guarantee valid for a period of 48 months from the date of acceptance of the tender on receipt of confirmation from CTA. The PBG shall be paid within 10 days from the date of issue Letter of Acceptance (LOA) by CTA. The PBG furnished by the Consulting Agency in respect of the tender will be returned to them after the entire scope of work is executed by the bidder as per the RFP, Contract and as per order(s) issued by CTA from time to time during the execution of work and after 3 months from the completion of contract period. The PBG held by CTA till it is refunded to the Consulting Agency will not earn any interest thereof.

7 Scope of Work

The PMU has to technically support DoF & its HODs in various e-Governance initiatives and Special initiatives of Government, Finance Department and HODs. An outline scope of PMU is given below:

- a. Consultant to interact with the Project stakeholders in order to understand the existing setup thereby attaining knowledge transfer, so that the expectations and outcomes that have been articulated for the proposed activity / initiative are not diluted / delayed.
- b. Preparation of short term / Medium term / Long term action plan or work plan for dealing with all technical aspects of IFHRMS, in consultation with SI and stakeholders.
- c. Prepare milestone based performance reports of the SI, based on the existing IFHRMS SRS and additional CRs agreed upon from time to time. The SLA has to be Monitored
- d. Consultant shall ensure measurement of the System Integrators SLA or other vendors SLA who has on boarded into Finance department as per the agreed model and shall, at all times, ensure the reliability and accuracy of such measurements. Consultant shall ensure that the measurements are formally recorded in support of the award of incentives and/ or penalties to the existing System Integrator and future successful bidders for the proposed initiatives.
- e. Provide periodical comprehensive performance analysis report on the O&M activities of SI as agreed upon.
- f. Prepare presentations, notes, meeting minutes, and other necessary documents as part of the engagement to aid in discussions, workshops, and approvals processes at the department.
- g. Develop framework for monitoring all e-Governance initiatives of Finance department and its HODs.
- h. Identify risks and prepare mitigation plan for the e-Governance initiatives, particularly for IFHRMS
- i. PMU shall support in preparation feasibility reports, project approach & appraisal document in obtaining any internal / external funding
- j. Assist in annual audits and user surveys as may be reasonably aligned with the objectives of the Service Delivery needs of the

Department. Also ensure that periodic assessments are done to ensure compliance to standards and guidelines, Security Requirements, Capacity Management, and such other planned tasks.

- k. Update rules, regulations, policies, trends, and advice in line with international best practices and evolving needs of the State.
- l. PMU shall support in pre-project preparatory activities as required by DoF/HODs, Gol and International funding agencies.
- m. Consulting in Design Reviews, Data migration plans, IT Infrastructure plans, User Training plans, Data security, Process Reengineering, etc., and advising the Department, from the perspective of adequacy, possible trade-offs, and suggested improvements
- n. Assist the Department to manage exceptional and contingency situations.

o. IFHRMS 2.0

The next version of IFHRMS may be initiated keeping in trend with the technological advancements and other emerging functional needs of the Departments. A need assessment may be conducted, and the Consultants would be responsible for preparing baseline, Detailed Project appraisal documents and other such system requirements.

The required equipment/hardware for the CONSULTANTS to work for this project (Laptop, Desktop, Printers, Internet...) will be borne by the CONSULTING AGENCY. Finance department or its HODs will not provide any equipment/hardware/system / software required for daily functioning, etc.

A. Resource Requirement

The PMU will consist of a team comprising individuals with proven experience in various aspects of Consulting. It is proposed to have 09 (Nine) member team as part of the PMU depending on the assessment of the requirements, the strength of consultants shall be increased / decreased.

- I. PMU will be housed at DoF & CTA, Chennai.
- II. The activities will be reviewed by DoF & CTA on atleast quarterly basis or as and when required.

- III. The team will consist of resources with necessary qualifications and experience as laid down in this RFP / Terms of Reference.
- IV. The agency will undertake not to sub-contract any part of this work to third parties.
- V. The team shall be deployed on an exclusive basis. None of the full time team members deployed under this PMU will work on any other engagement.
- VI. Consultants should meet all travel, stay and related costs arising out of this requirement.
- VII. The resources will be placed from the set of CVs submitted as part of response to the RFP. If not, the alternate resources shall be placed (not more than 3 resources) with equal or higher qualification than the existing CV in line with the RFP.
- VIII. Resources once assigned for the project shall normally not be replaced during the tenure of the project. In case of any replacement of resources, the agency will make such replacement with a resource that has higher or equivalent qualification and experience, and such replacement shall be with the consent of the DoF / CTA. Further, to facilitate knowledge transfer, the consultancy organisation will ensure that there is at least a 21 days overlap between the existing resource and the replacement resource. Any delays in the project on account of replacement of any kind shall solely be the responsibility of the consulting organisation. The decision of CTA/DoF will be final and binding in the matter of replacement of resources or placement of additional resources, irrespective of the fact that a resource may be replaced by a person with higher qualification and / or experience. Every replacement of resources by the agency would attract penalty of Rs. 25,000/- (Rupees Twenty Thousand) and the concerned replacement of resources shall be done within 3 days.
- IX. In case of failure to meet the standards of DoF& CTA (which includes efficiency, cooperation, discipline, integrity, and performance) bidder may be asked to replace the resource without any penalty for replacement/exit within a period of 7 days.
- X. The penalty for leaves shall be deducted from the quarterly bill of PMU.
- XI. The team will work with the Finance department, CTA and other line HODs upon requirement for program management support.

- XII. The PMU team may be augmented as required at an appropriate time in the project at the person-month rates quoted in the proposal (BoQ) for this activity.

B. Team Composition, Qualification and Experience Requirement

Profile	Qualifications	Min. Work Experience	Area of Expertise	Indicative Work Description
Team Leader / Principal Consultant (2 candidates required)	B.E./B.Tech/ MCA/ M.Tech or equivalent with MBA Finance * Certified in PMP - Valid * Candidates from leading Tech Schools & 'B' Schools preferred	15 years Out of which min. 8 years' experience in BFSI	Project Management - BFSI Projects mandatory	(i) Consultancy of Strategic Planning, Change Management and Management during phases of assessment, planning, implementation, continuous strategy for policy formulation/ policy assessment/impact assessment/ Roadmap/ Advice/related to e-Governance implementation. (ii) Preparation of presentation, documentation, convene meetings with stakeholders
Senior Consultant	B.com / M.com/ or any bachelor's degree with Finance specialization / MBA in Finance / CA	10 years	Oracle EBS Finance Functional Consultant	Consultancy of Planning and Budgeting, General Ledger, Accounting, Account Receivables and Payables, Debt Management, Cash Management, Bank Reconciliation, Payment Integration with Banks, Fixed Asset Management and Reporting systems
Senior Consultant	B.E./B.Tech/ MCA/ MTech or equivalent with MBA	10 years	Oracle Database Administrator	Consulting in DB Monitoring, Performance tuning, Patches & Upgrades & suggesting best practices to improve the Database performance and security.

Senior Consultant	B.E./B.Tech/ MCA/ MTech or equivalent with MBA	10 years	Business Analytics/Business Intelligence	(i) Experience in building Oracle BIP reports, Analysis reports, customization of reports and functional reports using data models. (ii) Consulting in Oracle Financial Modules (AR, AP, GL, Cash Management, Fixed Assets), BI Security model and best practices in BIAPPS
Senior Consultant	B.E./B.Tech/ MCA/ M.Tech or equivalent with MBA in Finance	10 years	Executive - Finance domain	To undertake Financial domain related activities
Consultant	B.E./B.Tech/ MCA/ M.Tech in computer science	4 years	System administrator	To understand existing architecture, monitor the uplink / connectivity manage the Infra related activities and monitor the Server health.
Consultant	B.E./B.Tech/ MCA/ M.Tech in computer science	4 years	Java Developer	To understand existing customizations, develop according to the approved design document and to assist the Sr. Consultant developer
Consultant	B.E./B.Tech/ MCA/ M.Tech in computer science	4 years	Database admin	To understand existing database implementation methodology and to tune the DB for performance improvement

The PMU team shall be reduced / increased based on the project requirement with proper notice to the CONSULTING AGENCY by the DoF/CTA. The expertise/skill of manpower shall be replaced with other expertise/skill on the need basis, however, the minimum period of a resource with expertise/skill will remain as one year from the date of his/her deployment.

C. Working Hours

- I. When engaged, the Principal Consultant/Senior Consultants/Consultants will keep to the normal working hours of DoF & CTA wherever their place of work is. However, in case of exigencies, they may be required to work in extended working hours, if required.
- II. The Principal Consultant/Senior Consultants/Consultants will follow the Holiday Schedule of DoF & CTA wherever their place of work is. However, in case of exigencies, they may be required to work on weekends/holidays, if required.
- III. 12 days of leave per person per calendar year will be available to the resources deployed in the PMU. The allotted leave will not be carry forwarded to the next year, it shall be accrued monthly/quarterly/half yearly within that 12 months of a calendar year.

D. Schedule of Deliverables

The primary responsibility of the PMU would be to provide the necessary technical support to DoF and HoD's for the activities as indicated in the Scope of Work section and appraise the status reports and monitor progress of the various activities with suggestions for correction measures. All deliverables will be certified as per the designated officials of finance department/ HoD's before release of any payment.

- i. Server Health analysis report including log analysis (Monthly basis)
- ii. Helpdesk ticket analysis report (Monthly basis)
- iii. Connectivity status report for all locations (MPLS VPN & ILL) - Monthly basis
- iv. Backup & restoration report - Successful backup & restoration of the same (Quarterly basis)
- v. SDC, SDR and NLDR Network devices & its appliances report (Quarterly basis)
- vi. Database performance analysis report along with Storage growth analysis report (Quarterly basis)
- vii. IT Security Report - analysis of outdated / lower version critical patches, firmware, package version in Operating System, Web Server, Application, Database, any of the tools, software, SSL, licensed product implemented for Finance Department (Half yearly basis)

- viii. The above reports are mandatory, and the template shall be discussed upon on boarding of consultants. However, certain reports may be required by the department for which the consultant is required to assist the department in coordinating with the necessary stakeholders or System Integrator to extract the same.

8 Terms of Payment

- i. The Consulting agency request for payment shall be made to the purchaser in writing, accompanied by invoices describing related services performed pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- ii. Release of payment will be made on quarterly basis after approval of all monthly status reports in a quarter by competent authority based on the completion of assigned activities.
- iii. A physical attendance register will be maintained by the authorized official from DoF & CTA. The consultants need to physically sign in the register on daily basis. At any point of time the attendance register will be verified by the admin to ensure there shall not be any backdated signatures.
- iv. A report will need to be submitted which would further be certified by the competent authority of DoF & CTA before the release of payments. Pro-rated deduction may be made for the payments due to non-performance or non-availability of any of the team members.
- v. In case a resource is absent for more than 3 consecutive days then resource need to be replaced within 7 days from the date of his/her absence by the agency with a penalty of 8,000/- (Eight thousand rupees) per day (applicable after his/her authorized leave days).
- vi. Any resource can avail maximum of 3 leaves in one quarter. The corresponding amount against the number of non-working days/leaves for more than 3 days in one quarter will be deducted from quarterly payment. The corresponding amount will be calculated as (resource-month rate including OPEs, taxes and other duties of that resource)/22 * (number of days in absence).
- vii. Due payments shall be made promptly by the CTA, generally within sixty (60) days after submission of an invoice or request for payment by the selected bidder, and the CTA has accepted it.
- viii. The currency or currencies in which payments shall be made to the successful bidder under this Contract shall be Indian Rupees (INR) only.
- ix. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.

- x. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective payment period and the deducted amount will not be repaid to the successful bidder.
- xi. Taxes, as applicable, will be deducted/ paid, as per the prevalent rules and regulations. Change in Govt. tax structure (increase / decrease) will be borne by CTA during the payment made to CONSULTING AGENCY from the applicable period.

A. Service Level Standards

Service level plays an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services from successful bidder, in an efficient manner to the identified users.

Delays in service delivery caused entirely due to the acts of the CONSULTANT and if such delays exceed beyond a week from agreed timeline / plan for service delivery, the DEPARTMENT at its discretion, may impose a penalty of up to 1% (one percent) of the payment applicable for that month. If the said delay extends beyond four (4) weeks for a period of up to eight (08) weeks after which the DEPARTMENT may choose to terminate the contract. Such penalties imposed shall be communicated to the CONSULTANT in writing by the DEPARTMENT with due justification and evidence. Recoveries of penalties shall be adjusted against outstanding dues to the CONSULTANT or will be set off against future payments if any.

The CONSULTANT shall be responsible to ensure that experts shall be available for the defined period and does not leave during the assignment period. In case such person himself leave the assignment or due to some action / inaction on part of the bidder such Experts become unavailable during the assignment period, or such persons are not available during such period due to any other reason including medical grounds, the bidder shall be liable for penalty as defined under the "Terms of Payment" section in this document. If the penalty reaches above 5% of the payment to be made in a quarter, and if it occurs two times in a calendar year then necessary action will be initiated by the DEPARTMENT.

List of Annexures

- Annexure-1 - Pre-Bid Queries Format
- Annexure-2 - Bidder's Authorization Certificate
- Annexure-3 - Self Declaration
- Annexure-4 - Bank Guarantee Format
- Annexure-5 - Draft Agreement Format

ANNEXURE-1: PRE-BID QUERIES FORMAT

{to be filled by the bidder}

Name of the Company/Firm: _____

Bidding Document Fee Receipt No. _____ Dated _____ for Rs. _____/-

Name of Person(s) Representing the Company/ Firm:

Name of Person	Designation	Email-IDs	Tel. Nos & Fax Nos

Company Firm / Contacts:

Contact Person (s)	Address for Correspondence	E-mail – ID(s)	Tel. Nos & Fax Nos

Query/ Clarification Sought:

S.No	RFP Page No	RFP Clause No	Clause Details	Query / Suggestion / Clarification

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF). Queries not submitted in the prescribed format will not be considered/ responded by the procuring entity. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding / tender document fee.

ANNEXURE-2: BIDDER'S AUTHORIZATION CERTIFICATE

{to be filled by the bidder}

To,

{DoF/CTA},

_____,

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Bid reference No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-3: SELF-DECLARATION

{to be filled by the bidder}

To,
{CTA/DoF},

In response to the Bid Ref. No. _____ dated _____ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. Of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding: –

- a) possess the necessary professional, technical, financial, and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document.
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons.
- g) does not have, and our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

Also, this is to certify that, the specifications of Hardware & Software which I/ We have mentioned in the technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum technical specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations and assumptions.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the bid, if any, to the extent accepted may be cancelled. If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoTN, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: –

Authorised Signatory: –

Seal of the Organization: –

Date: _____

Place: _____

ANNEXURE -4: BANK GUARANTEE FORMAT

(To be executed in Rs.100/- Stamp Paper)

To

The Commissioner, Treasuries and Accounts Department No.571, 3rd Floor,
Perasiriyar K.Anbazhagan Maaligai Nandanam, Anna Salai, Chennai –
600 035.

Bank Guarantee No:

Amount of Guarantee:

Guarantee covers from:

Last date for lodgment of claim:

This Deed of Guarantee executed by (Bankers Name & Address) having our Head Office at(address) (hereinafter referred to as “the Bank”) in favour of COMMISSIONER, Treasuries and Accounts Department, Government of Tamil Nadu and having its office at No.571, 3rd Floor, Perasiriyar K.Anbazhagan Maaligai Nandanam, Anna Salai, Chennai– 600 035 (hereinafter referred to as “the Beneficiary”) for an amount not exceeding Rs. /- (Rupees Only) as per the request of M/s. having its office address at (hereinafter referred to as “successful bidder”) against Letter of Acceptance reference dated / / of M/s. Treasuries and Accounts Department. This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum of Rs. /- (Rupees Only) and the guarantee shall remain in full force up to months from the date of the Bank Guarantee and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before months from the date of Bank Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the successful bidder shall furnish you with a Bank Guarantee by a Scheduled / Nationalized Bank for the sum specified therein as security for compliance with the successful bidder's performance obligations for a period per the contract.

AND WHEREAS we have agreed to give the successful bidder a Guarantee. THEREFORE, we (Bankers address), hereby affirm that we are Guarantors and responsible to you on behalf of the successful bidder up to a total of Rs. /- (Rupees Only) and we

undertake to pay you, upon your first written demand declaring the successful bidder to be in default under the contract and without any demur, cavil, or argument, any sum or sums within the limit of Rs. /- (Rupees Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever raised by the successful bidder.

This Guarantee is valid until months from the date of the Bank Guarantee. Notwithstanding, anything contained herein, our liability under this guarantee shall not exceed Rs./- (Rupees Only). This Bank Guarantee shall be valid up to months from the date of the Bank guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before.

In witness whereof the Bank, through its authorized Officer, has set its, hand and stamp on this.....at

Witness:

(Signature)

(Name in Block Letters)

ANNEXURE -5: DRAFT AGREEMENT FORMAT

This CONTRACT is made at Chennai on the..... day of 2023
BETWEEN

Commissioner of Treasuries and Accounts Department, Government of Tamil Nadu and having its office at No.571, 3rd Floor, Perasiriyar K.Anbazhagan Maaligai Nandanam, Anna Salai, Chennai- 600 035, is the Service recipient (hereinafter referred to as "Treasuries and Accounts Department" which expression shall unless repugnant to the context means and include its successors and assigns) on Behalf of Tamil Nadu Finance Department, Government of Tamil Nadu of the FIRST PART.

AND

----- a company incorporated under the Companies Act 1956 and with its corporate office located at -----
----- (hereinafter referred to as "successful bidder" which expression shall unless repugnant to the context mean and include its successors and assigns) of the SECOND PART.

Whereas, Treasuries and Accounts Department invited a tender vide ----- as per the Scope of Work Clause 9prescribed in the tender document.

Whereas Treasuries and Accounts Department and the successful bidder in pursuance thereof have arrived at the following terms and conditions.

NOW THEREFORE

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

1. Purpose

a)The purpose of this Agreement is to (a) maintain in confidence the various Confidential Information, which is provided between Treasuries and Accounts Department and System Integrator to perform the considerations and (b) Treasuries and Accounts Department retainment of successful bidder to provide Treasuries and Accounts Department with professional services related to ----- from time to time during the term of this Agreement (hereinafter called "Purpose") set forth below:

2. Definition

a)For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal, or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which:

- i.is known to the public (through no act or omission of the successful bidder in violation of this Agreement)
- ii.is lawfully acquired by the successful bidder from an independent source having no obligation to maintain the confidentiality of such information
- iii.was known to the successful bidder before its disclosure under this Agreement
- iv.was or is independently developed by the successful bidder without breach of this Agreement (or)
- v.is required to be disclosed by governmental or judicial order, in which case the successful bidder shall give the Treasuries and Accounts Department prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Treasuries and Accounts Department to seek a protective order or another appropriate remedy at Treasuries and Accounts Department's sole costs.

b)Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within seven (7) days of disclosure.

3. No Licenses

a) This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract, or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting, or conferring by one party on the other party any rights, license, or authority in or to the Confidential Information disclosed under this Agreement.

4. Disclosure

a) the successful bidder agrees and undertakes that it shall not, without first obtaining the written consent of the Treasuries and Accounts Department, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business

relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of the contractual relationship or otherwise.

b) The successful bidder shall use the same degree of care and protection to protect the Confidential Information received by it from the Treasuries and Accounts Department as it uses to protect its Confidential Information of a like nature, and in no event, such degree of care and protection shall be of less than a reasonable degree of care.

c) Both parties shall not be in any way responsible for any decisions or commitments made by the successful bidder in relying on the other Party's Confidential Information.

5. Return or Destruction of Confidential Information

a) The parties agree that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Treasuries and Accounts Department, the successful bidder shall promptly deliver to the Treasuries and Accounts Department the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the successful bidder or its Affiliates or Directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

6. Independent Development and Residuals

a) Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes, and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the successful bidder from developing or having developed for its products, concepts, systems, or techniques that are similar to or compete with the products, concepts, systems, or techniques contemplated by or embodied in the Confidential Information provided that the successful bidder does not violate any of its obligations under this Agreement in connection with such development.

7. Injunctive Relief

a) The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages, and accordingly, the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

8. Non-Waiver

- 1) No failure or delay by either party in exercising or enforcing any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.
- 2) This Contract shall remain in force during the Contract period of 83 months as per the Deliverables and Scope of work from the date of signing of this contract. Treasuries and Accounts Department may renew/extend the contract for a further period as may be mutually agreed between the parties.
- 3) The successful bidder agrees to deliver the services as per the scope indicated in the tender Scope of Work Clause 8 of this tender within the stipulated period prescribed by Treasuries and Accounts Department at the cost arrived at in the PRICE BID.
- 4) The Contract or any part share of interest in it shall not be transferred or assigned by the successful bidder directly or indirectly to any person or persons whomsoever without the prior written consent of Treasuries and Accounts Department.
- 5) Neither Treasuries and Accounts Department nor the successful bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, or contingencies beyond their reasonable control such as:
 - a) Natural phenomena include but are not limited to earthquakes, floods, and epidemics.
 - b) Acts of any Government authority domestic or foreign including but not limited to the war declared or undeclared.
 - c) Accidents or disruptions include but are not limited to fire and explosions.
- 6) The RFP document in relation to this RFP shall be deemed to form and be read and construed as part of this Contract. The tender enclosures, the offer submitted by the successful bidder, the finalized Terms and Conditions, and the LoA/Work Order respectively will form part of this contract. Wherever the offer conditions furnished by the successful bidder are at variance with conditions of this contract or conditions stipulated in the RFP document, the final negotiated offer conditions shall prevail over the tender conditions furnished by the successful bidder.

9. Liquidated Damages (LD)

- a) The bidder must strictly adhere to the implementation schedule, specified in the work order issued by Treasuries and Accounts Department to the successful bidder for the performance of the obligations arising out of the Work order and any delay will enable Treasuries and Accounts Department to resort to any or both of the following:
 - i. Claim liquidated damages at 0.5% of the contract Value for delayed performance per week of such delay and the Maximum LD applicable is 10% of the contract value. However, the LD clause will not be applicable if the delay is not due to issues related to the successful bidder.
 - ii. In case of the termination of the work order by Treasuries and Accounts Department due to non-performance of the obligations arising out of the work order, the Earnest Money Deposit / Security Deposit will be forfeited.
- b) A penalty will be levied if the Assigned work has not been completed in full within the stipulated period subject to Force Majeure conditions.
- c) The Tender Schedule enclosures, the detailed final offer of the successful bidder, and the LoA/Work Order will form part of this contract. Wherever the offer conditions furnished by the successful bidder are at variance with conditions of this contract or conditions stipulated in the work order, the latter shall prevail over the offer conditions furnished by the successful bidder.

10. Service Level Agreement

Service level plays an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services from successful bidder, in an efficient manner to the identified users. Delays in service delivery caused entirely due to the acts of the CONSULTANT and if such delays exceed beyond a week from agreed timeline / plan for service delivery, the DEPARTMENT at its discretion, may impose a penalty

of up to 1% (one percent) of the payment applicable for that month. If the said delay extends beyond four (4) weeks for a period of up to eight (08) weeks after which the DEPARTMENT may choose to terminate the contract. Such penalties imposed shall be communicated to the CONSULTANT in writing by the DEPARTMENT with due justification and evidence. Recoveries of penalties shall be adjusted against outstanding dues to the CONSULTANT or will be set off against future payments if any.

The CONSULTANT shall be responsible to ensure that experts shall be available for the defined period and does not leave during the assignment period. In case such person himself leave the assignment or due to some action / inaction on part of the bidder such Experts become unavailable during the assignment period, or such persons are not available during such period due to any other reason including medical grounds, the bidder shall be liable for penalty as defined under the "Terms of Payment" section in this document. If the penalty reaches above 5% of the payment to be made in a quarter, and if it occurs two times in a calendar year then necessary action will be initiated by the DEPARTMENT.

11. Milestone Deliverable

The primary responsibility of the PMU would be to provide the necessary technical support to DoF and HoD's for the activities as indicated in the Scope of Work section and appraise the status reports and monitor progress of the various activities with suggestions for correction measures. All deliverables will be certified as per the designated officials of finance department/ HoD's before release of any payment.

- i. Server Health analysis report including log analysis (Monthly basis)
- ii. Helpdesk ticket analysis report (Monthly basis)
- iii. Connectivity status report for all locations (MPLS VPN & ILL) - Monthly basis
- iv. Backup & restoration report - Successful backup & restoration of the same (Quarterly basis)
- v. SDC, SDR and NLDR Network devices & its appliances report (Quarterly basis)
- vi. Database performance analysis report along with Storage growth analysis report (Quarterly basis)
- vii. IT Security Report - analysis of outdated / lower version critical patches, firmware, package version in Operating System, Web Server, Application, Database, any of the tools, software, SSL, licensed product implemented for Finance Department (Half yearly basis)
- viii. The above reports are mandatory, and the template shall be discussed upon on boarding of consultants. However, certain reports may be required by the department for which the consultant is required to assist the department in coordinating with the necessary stakeholders or System Integrator to extract the same.

Notwithstanding anything to the contrary specified anywhere in this Agreement, Successful bidder shall not be responsible for and the Successful bidder shall be excused of and shall have no liability resulting from any failure to meet the timetable and deadlines or for failure to perform its obligations set out in the Statement of Work caused by anything done or failed to be done by TREASURIES AND ACCOUNTS DEPARTMENT

12. Payment Terms

- i. The Consulting agency request for payment shall be made to the purchaser in writing, accompanied by invoices describing related services performed pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- ii. Release of payment will be made on quarterly basis after approval of all monthly status reports in a quarter by competent authority based on the completion of assigned activities.
- iii. A physical attendance register will be maintained by the authorized official from DoF & CTA. The consultants need to physically sign in the register on daily basis. At any point of time the attendance register will be verified by the admin to ensure there shall not be any backdated signatures.
- iv. A report will need to be submitted which would further be certified by the competent authority of DoF & CTA before the release of payments. Pro-rated deduction may be made for the payments due to non-performance or non-availability of any of the team members.
- v. In case a resource is absent for more than 3 consecutive days then resource need to be replaced within 7 days from the date of his/her absence by the agency with a penalty of 8,000/- (Eight thousand rupees) per day (applicable after his/her authorized leave days).
- vi. Any resource can avail maximum of 3 leaves in one quarter. The corresponding amount against the number of non-working days/leaves for more than 3 days in one quarter will be deducted from quarterly payment. The corresponding amount will be calculated as (resource-month rate including OPEs, taxes and other duties of

that resource)/22 * (number of days in absence).

vii. Due payments shall be made promptly by the CTA, generally within sixty (60) days after submission of an invoice or request for payment by the selected bidder, and the CTA has accepted it.

viii. The currency or currencies in which payments shall be made to the successful bidder under this Contract shall be Indian Rupees (INR) only.

ix. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.

x. Any penalties/ liquidated damages, as applicable, for delay and non- performance, as mentioned in this bidding document, will be deducted from the payments for the respective payment period and the deducted amount will not be repaid to the successful bidder.

xi. Taxes, as applicable, will be deducted/ paid, as per the prevalent rules and regulations. Change in Govt. tax structure (increase / decrease) will be borne by CTA during the payment made to CONSULTING AGENCY from the applicable period.

13. REPRESENTATIONS AND WARRANTIES

(i) Title and Non-Infringement. Successful bidder represents and warrants to TREASURIES AND ACCOUNTS DEPARTMENT that prior to delivery of any Deliverable to TREASURIES AND ACCOUNTS DEPARTMENT, Successful bidder shall have obtained assignment of all right, title and interest in and to such Deliverable from each Successful bidder personnel who performed Services relating to such Deliverable, to the extent necessary for Successful bidder to grant to TREASURIES AND ACCOUNTS DEPARTMENT the rights and licenses granted hereunder. Successful bidder further represents and warrants to TREASURIES AND ACCOUNTS DEPARTMENT that as delivered by Successful bidder to Treasuries and Accounts Department, such Deliverable, when properly used in accordance with any applicable documentation provided by the Successful bidder, will not infringe or misappropriate the patent, copyright, trademark, trade secret or other intellectual property rights of any third party. This non-infringement warranty shall not apply to the extent that an infringement claim arises as a result of (a) use of the Deliverable other than in accordance with any applicable specifications or documentation relating to the Deliverable provided under the applicable Statement of Work, (b) modification or alteration of the Deliverable made after the delivery by Successful bidder to TREASURIES AND ACCOUNTS DEPARTMENT if such modification or alteration was not made by or on behalf of the Successful bidder, (c) use of the Deliverable in combination with other products or systems not reasonably anticipated in the specifications, or (d) infringement arising from components or materials provided to Successful bidder by or on behalf of TREASURIES AND ACCOUNTS DEPARTMENT in connection with the development of the Deliverable.

(ii) Compliance with Specifications. Successful bidder further warrants to TREASURIES AND ACCOUNTS DEPARTMENT that as delivered by Successful bidder and at the time of acceptance by TREASURIES AND ACCOUNTS DEPARTMENT, each Deliverable provided pursuant to a Project Statement of Work will conform to its corresponding specifications. If the Successful bidder is in breach of the warranties in respect of a given Deliverable due to reasons solely attributable to the Successful bidder, then the Successful bidder shall, at its own cost, re-perform such Deliverables as are necessary to rectify that breach or replace the Deliverables that provides substantially similar functionality and then re-submit that Deliverables. If however both parties subsequently mutually determine that such remedies are not practicable, the TREASURIES AND ACCOUNTS DEPARTMENT's exclusive remedy shall be to require the Successful bidder to refund/return all payment of fees allocable to that part of the nonconforming Deliverables made by the TREASURIES AND ACCOUNTS DEPARTMENT to the Successful bidder under a particular Statement of Work (if already paid by the TREASURIES AND ACCOUNTS DEPARTMENT). This warranty shall not apply in the event that failure of the Deliverable to conform to its corresponding specifications has resulted from: (a) modification of the Deliverable after delivery by Successful bidder if such modification was not made by or on behalf of the Successful bidder, (b) use of the Deliverable in combination/ operation with other products or systems which are not approved by the Successful bidder and operation of the Deliverables on incompatible hardware and/or software not recommended by Successful bidder or (c) if the Deliverables has been used otherwise than in accordance with the relevant documentation and/or otherwise than for the purpose for which they have been developed or supplied, or (d) defects in components or materials provided to Successful bidder by TREASURIES AND ACCOUNTS DEPARTMENT in connection with the preparation of the Deliverable.

i. Virus and Disabling Code. Successful bidder warrants that Successful bidder shall not introduce or code any

virus or unauthorized disabling code in to any software Deliverable provided hereunder or into the TREASURIES AND ACCOUNTS DEPARTMENT network or system. Successful bidder shall use industry standard anti-virus software and devices to screen all software Deliverables prior to delivery to TREASURIES AND ACCOUNTS DEPARTMENT to prevent any viruses, worms or other computer codes that has the effect of disabling or interrupting the operating of a computer system or destroying, erasing or otherwise harm any data, software or hardware.

ii.No other warranties. EXCEPT AS SET FORTH IN THIS SECTION 5, SUCCESSFUL BIDDER MAKES NO WARRANTIES TO TREASURIES AND ACCOUNTS DEPARTMENT, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER OR UNDER ANY STATEMENT OF WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY THE SUCCESSFUL BIDDER.

iii.Warranty by the TREASURIES AND ACCOUNTS DEPARTMENT. The TREASURIES AND ACCOUNTS DEPARTMENT warrants that all software, information, data, materials, and other assistance (“TREASURIES AND ACCOUNTS DEPARTMENT materials”) provided by it to the Successful bidder will not infringe the intellectual property rights of any third parties. Further, the TREASURIES AND ACCOUNTS DEPARTMENT has the rights and is otherwise authorized to deliver the TREASURIES AND ACCOUNTS DEPARTMENT Material and to grant the rights and licenses to the Successful bidder as contemplated in this Agreement or in the relevant Statement of Work.

14. Limitations of Liability

(i)The Successful bidder 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 TREASURIES AND ACCOUNTS DEPARTMENT or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement and the applicable Statement of Work. In the event that the Successful bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the TREASURIES AND ACCOUNTS DEPARTMENT, the Successful bidder 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 successful bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the TREASURIES AND ACCOUNTS DEPARTMENT. Such failures or delays shall be brought to the notice the TREASURIES AND ACCOUNTS DEPARTMENT and subject to mutual agreement with the TREASURIES AND ACCOUNTS DEPARTMENT, the Successful bidder shall take such actions as may be necessary to correct or remedy the failures or delays. The Successful bidder shall be entitled to invoice the TREASURIES AND ACCOUNTS DEPARTMENT for additional costs incurred in connection with correction or remedy as above at T&M rate card agreed herein.

(ii)Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.

(iii)The total cumulative liability of either party arising from or relating to this agreement shall not exceed in the aggregate the total amount paid to SUCCESSFUL BIDDER by the TREASURIES AND ACCOUNTS DEPARTMENT during twelve (12) months under that applicable Statement of Work that gives rise to such liability (as of the date the liability arose); provided, however, that this limitation shall not apply to any liability for damages arising from (a) willful misconduct or (b) indemnification against third party claims for infringement.

15. Indemnification

A.Infringement Indemnity. Successful bidder will defend, indemnify and hold harmless TREASURIES AND ACCOUNTS DEPARTMENT and its directors, officers and employees (each, a “TREASURIES AND ACCOUNTS DEPARTMENT Indemnified Party”), from and against any third-party suit, proceeding, judgment, costs and expenses (including, reasonable attorney fees) to the extent based on allegation that the Services or Deliverables as provided to TREASURIES AND ACCOUNTS DEPARTMENT by Successful bidder and the use thereof by TREASURIES AND ACCOUNTS DEPARTMENT as contemplated in the Agreement or applicable Statement of Work constitutes an infringement of or misappropriation of the copyright, patent, trademark or trade secret rights of any third party (each, an “Infringement Claim”). Successful bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Successful bidder’s compliance with TREASURIES AND ACCOUNTS DEPARTMENT’s specific technical designs or instructions

(except where Successful bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Successful bidder did not inform TREASURIES AND ACCOUNTS DEPARTMENT of the same); (ii) inclusion in a Deliverable of any content or other materials provided by TREASURIES AND ACCOUNTS DEPARTMENT and the infringement relates to or arises from such TREASURIES AND ACCOUNTS DEPARTMENT materials or provided material; (iii) modification of a Deliverable after delivery by Successful bidder to TREASURIES AND ACCOUNTS DEPARTMENT if such modification was not made by or on behalf of the Successful bidder; (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Successful bidder; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Successful bidder; or (v) use of a superseded release of some or all of the Deliverables or TREASURIES AND ACCOUNTS DEPARTMENT's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Successful bidder.

B. Subject to the provisions stated in 13(v), the TREASURIES AND ACCOUNTS DEPARTMENT will defend, indemnify and hold harmless the Successful bidder, applicable Successful bidder affiliates ("Successful bidder Indemnified Party") from and against any third party suit, proceedings damages, judgments, cost and expenses (including reasonable attorney fees) relating to any infringement claim by a third party to the extent based on any TREASURIES AND ACCOUNTS DEPARTMENT materials provided to Successful bidder by or on behalf of TREASURIES AND ACCOUNTS DEPARTMENT or the access and use by Successful bidder of any TREASURIES AND ACCOUNTS DEPARTMENT provided software or material in connection with Successful bidder's performance of Services hereunder without breaching the terms of this Agreement.

C. Additional Obligation of Successful bidder. In the event that TREASURIES AND ACCOUNTS DEPARTMENT is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Successful bidder is required to indemnify TREASURIES AND ACCOUNTS DEPARTMENT under Section 15A according to a final decision of the courts or in the view of Successful bidder, Successful bidder, may at its own expense and option: (i) procure for TREASURIES AND ACCOUNTS DEPARTMENT the right to continue using such Deliverable; (ii) modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance; (iii) replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Successful bidder shall refund the TREASURIES AND ACCOUNTS DEPARTMENT the fees effectively paid for that Deliverable by the TREASURIES AND ACCOUNTS DEPARTMENT subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Successful bidder and the exclusive remedy of the TREASURIES AND ACCOUNTS DEPARTMENT in matters related to infringement of third party intellectual property rights.

D. Mutual Indemnification for Certain Claims. Each party (in the capacity as Indemnifying Party) will defend, indemnify and hold the other party, its affiliates, directors, officers and employees (in the capacity of Indemnified Party) from and against any third-party claim, demand, suit, proceeding, cost and expenses therewith to the extent such demand, claim or action relates to or is based on any personal injury, death or damage to property caused by the negligence or willful misconduct of the Indemnifying Party or its agents and representatives, in the performance of this Agreement, unless caused by the negligence or misconduct of the other party/it's personnel.

E. Additional Provisions for Indemnification A party shall not be entitled to seek any indemnification from the other party unless such party provides the other party with (i) prompt written notice of any claim, demand or action for which such party is seeking or may seek indemnification hereunder and gives the indemnifying party the right to have sole control over the defense and settlement negotiations; (ii) does not make any statement or admission in relation to such claim which may prejudicially affect the chances of settlement or defense of such claim; (iii) reasonably cooperate with the indemnifying party in assisting the defense of the claim and in the negotiations or settlements of any such claim, demand or action by providing all assistance and information to perform the above obligations; and (iv) allow the other party, at its own expense, exclusively defend such litigation, negotiations and

settlements with counsel of its own choosing. The indemnifying party shall not have the right to settle any claim if such settlement contains a stipulation to, or an admission or acknowledgement of, any wrongdoing (whether in tort or otherwise) on the part of the indemnified party.

16. PROPRIETARY RIGHTS IN DELIVERABLES

A. TREASURIES AND ACCOUNTS DEPARTMENT's Ownership of Deliverables. Subject to Section 16(b), Section 16(c) and Section 16(d), Successful bidder agrees that all Deliverables created or developed by Successful bidder specifically for the TREASURIES AND ACCOUNTS DEPARTMENT, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of TREASURIES AND ACCOUNTS DEPARTMENT provided all the payments due to the Successful bidder for the Deliverables rendered under the Statement of Work pursuant to this Agreement have already been paid by the TREASURIES AND ACCOUNTS DEPARTMENT to the Successful bidder. Successful bidder hereby assigns to TREASURIES AND ACCOUNTS DEPARTMENT all right, title and interest in and to such Deliverables developed exclusively for the TREASURIES AND ACCOUNTS DEPARTMENT and identified in the relevant Statement of Work, together with any associated copyright and other intellectual property rights, whether or not such Deliverables are deemed "works made for hire" under the relevant laws. Upon TREASURIES AND ACCOUNTS DEPARTMENT's written request and expense, Successful bidder shall execute and deliver to TREASURIES AND ACCOUNTS DEPARTMENT all instruments and other documents, and shall take, at TREASURIES AND ACCOUNTS DEPARTMENT's costs, such other reasonable actions as may be necessary or reasonably requested by TREASURIES AND ACCOUNTS DEPARTMENT and as may be necessary to give effect to the TREASURIES AND ACCOUNTS DEPARTMENT's proprietary rights in such Deliverables.

B. Successful bidder's Proprietary Software and Pre-Existing IP. TREASURIES AND ACCOUNTS DEPARTMENT acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any Successful bidder's proprietary software or tools. If Successful bidder and TREASURIES AND ACCOUNTS DEPARTMENT mutually agree that the Successful bidder provides to TREASURIES AND ACCOUNTS DEPARTMENT any proprietary software or tools of Successful bidder or of a third party, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Section 3 shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of Successful bidder or of a third party. Further, TREASURIES AND ACCOUNTS DEPARTMENT acknowledges that in performing Services under this Agreement Successful bidder may use Successful bidder's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Successful bidder prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, ("Successful bidder Pre-Existing IP"). Successful bidder agrees that except with prior consent of TREASURIES AND ACCOUNTS DEPARTMENT, Successful bidder shall not embed or incorporate any Successful bidder Pre-Existing IP. (Notwithstanding anything to the contrary contained in this Agreement, Successful bidder shall continue to retain all the ownership, the rights title and interests to all Successful bidder Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Successful bidder from using Successful bidder Pre-Existing IP in any manner. To the extent that any Successful bidder Pre-Existing IP or a portion thereof is incorporated or contained in a Deliverable under a Statement of Work under this Agreement, Successful bidder hereby grants to TREASURIES AND ACCOUNTS DEPARTMENT a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Successful bidder Pre-Existing IP in connection with the Deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorizes TREASURIES AND ACCOUNTS DEPARTMENT to (a) separate Successful bidder Pre-Existing IP from the Deliverable 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 Successful 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 Successful 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 Successful bidder Pre-Existing IP.

C. Residuary Rights. Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. For the purposes of clarity the Successful bidder shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the Deliverables being provided hereunder for the TREASURIES AND ACCOUNTS DEPARTMENT, for any other client or customer of the Successful bidder (including without limitation any affiliate, competitor or potential competitor of the TREASURIES AND ACCOUNTS DEPARTMENT). Nothing contained in this Section shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party.

D. Third Party Components. Successful bidder shall specify in each Statement of Work or a change order, any third-party software, tools, products or materials required for performing the Services or for being incorporated into or provided in connection with the Deliverables prepared under such Statement of Work ("Third-Party Components"). Unless stated otherwise in the applicable Statement of Work, TREASURIES AND ACCOUNTS DEPARTMENT shall be responsible for obtaining any and all appropriate consents and licenses for such Third Party Components, at TREASURIES AND ACCOUNTS DEPARTMENT's costs and expenses, including applicable license fee. Successful bidder shall be responsible for providing reasonable assistance to TREASURIES AND ACCOUNTS DEPARTMENT for securing all such licenses required from third parties for TREASURIES AND ACCOUNTS DEPARTMENT's use of any such Third-Party Components. Notwithstanding the foregoing, in the event that Successful bidder cannot at the time of signing the Statement of Work determine whether any Third Party Component will be required or incorporated into or in connection with a Deliverable, Successful bidder shall, as early as possible, but prior to the delivery of each Deliverable, notify TREASURIES AND ACCOUNTS DEPARTMENT of such Third Party Components.

17. Termination of Contract

This Agreement may be terminated by written notice:

A. forthwith if either party commits any material breach of any term of this Agreement and which in the case of a breach capable of being remedied shall not have been remedied within 30 working days of receipt of written notice from the non-breaching party to remedy the same;

B. forthwith by either party if the other party shall convene a meeting of its creditors or if a proposal shall be made for a declaration as insolvent or a proposal for any other composition scheme or arrangement (or assignment for the benefit of its creditors), or if a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business assets of the other party or if an order is made or a resolution is passed for the purpose of the winding-up of the other party or for the making of an administration order (otherwise than for the purpose of amalgamation or reconstruction) which proceedings are not vacated within sixty days of filing;

C. by either party pursuant to Force Majeure.

Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

In the event of this Agreement being terminated, the Client shall be liable to make payments of all the amount due under this Agreement up to the effective date of termination for which services (including parts thereof) have been rendered by and if it is a termination by the

Client pursuant to sub clause (a) above, then the Client shall, over and above any other payments to be made hereunder, also pay such termination compensation as may be decided by the parties to be reasonable in the circumstances.

Forthwith on the expiry or earlier termination of this Agreement, each party shall, return to the other party all documents and materials, belonging to the other party with regard to this Agreement, or shall at the option of the disclosing party destroy under written certification all documents or materials in connection with this Agreement in a manner that its subsequent retrieval by whatever means is rendered impossible.

17. DISPUTE RESOLUTION:

Any controversy, claim, or dispute arising out of or in relation to this Agreement will be settled by binding arbitration of a Sole Arbitrator if the parties mutually agree upon one failing which to a Board of Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Board of Arbitration will comprise of three Arbitrators as stated herein below. The venue of arbitration shall be Mumbai and judgement on the award may be entered into any court having jurisdiction thereof. The arbitration shall be conducted and award shall be rendered in English language.

Both the parties shall appoint an Arbitrator each and the Arbitrators so appointed shall further appoint a third Arbitrator. The award shall be made either in concurrence or as majority award in the proportion of 2:1 amongst the Arbitrators.

If before making the final award any arbitrator dies or ceases to act as the arbitrator the party who had appointed the deceased arbitrator shall immediately appoint a further arbitrator in the vacancy so created. If the deceased arbitrator is the third arbitrator who was appointed by the two arbitrators appointed by the parties, then the said two arbitrators shall make the appointment of the further arbitrator. No such further arbitrator shall be entitled to disregard any direction of the previous arbitrator or to vary or revise any award of the previous arbitrator except to the extent that the previous arbitrator had power to do so and/or with the agreement of both parties to this Agreement.

This Agreement shall continue to be enforced and shall continue to operate during the pendency of the arbitration proceedings.

18. NON-SOLICITATION:

Neither Party will, without the consent of the other Party, employ or offer to employ (whether under a contract of service or under a contract for services) any person engaged or previously engaged by the other in a technical or managerial capacity in relation to the project, during the subsistence of this Agreement and until a period of 24 months has expired after the termination or expiry of this Agreement.

19. FORCE MAJEURE:

If either party is prevented, restricted, delayed or interfered by reason of:

a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics;

b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion;

c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations;

d) Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein; Or

e) Any other circumstances beyond the reasonable control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure, the said notice to contain details of the circumstances giving rise to the Event of Force Majeure.

If the Event of Force Majeure shall continue for a continuous period of more than twenty 20 days either party shall be entitled to terminate the Agreement forthwith at any time thereafter after written notice to the other party. Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

However..... shall be entitled to receive payments for all services rendered under this Agreement.

20. PUBLICITY:

Neither party shall use any name, mark or symbol of the other in any publicity release or advertising material or for any other purpose whatsoever without securing the prior written consent of the other. Neither Party shall use the other Party's name or refer to the other Party directly or indirectly in any media release, public announcement or public disclosure relating to this Agreement or their subject matter, including in any promotional or marketing materials, customer lists, referral lists or business presentations without written consent from the other Party for each such use or release.

21. WAIVER:

No forbearance, indulgence or relaxation's by any Party at any time to require performance of any provision of this Agreement 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 Agreement 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 Agreement.

22. ENTIRE AGREEMENT:

Subject to any terms implied by law, this Agreement along with its annexures and schedules constitutes the entire agreement between Client and and supersedes any previous agreements or understandings between the parties in relation to the subject matter of this Agreement. Each party acknowledges that it has not relied on or been induced to enter into this Agreement by a representation or warranty other than those expressly set out in this Agreement. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.

23. MODIFICATION:

Modification of this Agreement shall be effective only when agreed in writing and duly signed on behalf of Client by Client's duly authorized representative and on behalf of by 's duly authorized representative and or by an alternate authorized signatory of that party.

24. NON-ASSIGNMENT:

Neither party hereto shall assign or otherwise deal with all or any of its rights and obligations under this Agreement without the prior written consent of the other party which consent shall not be unreasonably withheld or delayed by the other party shall however be entitled to engage sub-contractors to perform all or any portion or part of its obligations hereunder. In such event, however, shall be fully responsible or liable for performance of its obligations under this Agreement.

25. NOTICES:

All notices, requests, demands and other communications under this agreement or in connection herewith shall be given to or made upon the respective parties as follows:

To Client : (address to be filled)

or to such other person or addresses as any of the Parties shall have notified to the others.

All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be in writing by letter, fax or telegram.

26. HEADINGS:

Headings in this Agreement are for reference purpose only and shall not affect the validity or interpretation of the clauses.

27. SEVERABILITY:

If any clause of this Agreement is found to be unenforceable under the applicable law, then that clause shall be deemed to be deleted as if it never formed part of the Agreement as long as such unenforceability subsists. However, the parties shall, to the maximum extent possible strive to achieve the commercial meaning of such deleted clause to the maximum extent possible under the applicable law.

28. APPLICABLE LAW:

This agreement shall be governed by the laws of India and all the courts in Mumbai shall have jurisdiction to try the disputes under this Agreement.

29. NON EXCLUSIVE ASSIGNMENT:

..... 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 it under this Agreement.

30. SURVIVAL:

The expiry or the termination of this Agreement does not relieve either party of its obligations which by their nature ought or intend to survive the termination of this Agreement including without limitation under clauses 11, 12, 13, 14, 15, 16, 18, 19, 21, 26, 30, 31 and 32.

IN WITNESS WHEREOF the Parties have by duly authorized Representatives set their respective hands and seal on the date first above

Signed by:

(Name and designation) For and on behalf of Commissioner of Treasuries and Accounts Department,
Government of Tamil Nadu
(FIRST-PARTY)

Signed by:

For and on behalf of Implementation Partner (Name and designation)
(SECOND PARTY)

WITNESSES:

1. (for FIRST-PARTY) 2. (for SECOND PARTY)

