

## **Annexure – B: Corrigendum- 01**

RFP. No CDACP/ RFP/HRD/22-23/348 dated 29.06.2022

**1. The sub-para g, on page 5, is amended as below:**

g. A certificate from a Chartered Accountant/ **Company Secretary** certifying annual turnover of the applying agency, pertaining to IT /ITES services for the financial years 2021-22 , 2020-21 and 2019-2020.

**2. The sub-para h, on page 5 is amended as given below:**

h. A certificate from the Head of HR Department of applying agency, certifying the availability of the manpower, with skill sets as given in Un-Price Bid Format, Section – V on the roll of agency, as on date of submission of bids.

**3. The sub-para k, on page 5 is amended as given below:**

k. Copies of certificates with respect to international standardization like (but not limited to) ISO, CMM and awards won for achievements, membership with professional bodies etc.

**4. The para A: General Terms and conditions:(applicable in case of both T & M and Secondment models) of Section –IV. The respective numbered sub-paras are amended as given below:**

**Sub-para 1, page 15:** The selected service provider shall have to execute an agreement with C-DAC on the broad terms and conditions stipulated in this RFP for deployment of the manpower.

**Sub-para 5, page 15:** Leave related matters of such employees will be looked after by service provider with notification to C-DAC, however such leaves will be sanctioned only with prior consent from the authorised officer of C-DAC. 6. Staff selected will be provided with subsidized canteen facility at locations where such facility is available

**Sub-para 12, page 15:** C-DAC also reserves the right to reject any or all the manpower provided, even after deployment, if they do not conform to the required qualifications or performance specifications (i.e. if their performance is not satisfactory) or where the manpower is absent for 3 consecutive working days without approved leaves.

**Sub-para 14, page 15:** C-DAC also reserves the right to terminate or ask for replacement of the services of any or all the manpower deployed, by giving one month notice, in which case, a substitute shall be provided by the service provider.

**Sub-para 15, page 15:** The service provider shall comply with the timelines defined by C-DAC in respect of any substitution of manpower. For substitutions as well as for any delay in deployment of manpower, penalties shall also be payable by the service provider as per levied by CDAC which shall not exceed in aggregate one percent of the value of the delayed services.

**Sub-para 26, page 16:** The person to be deployed by the Service provider shall work under the control of CDAC. He may be assigned to any work decided by the Authority of CDAC as and when required. If any of the manpower deployed by the service provider will disobey to carry out such order of the Authority; his/her service shall be withdrawn immediately and sent back to the Service Provider. In such a case the Service Provider shall provide a substitute manpower within 15 working days.

**Sub-para 33, page 17:** In the event of any personnel leaving the job before the completion the engaged period, the service provider will provide a suitable replacement at least 5 working days before the relieving and for such overlapping period, for transfer of job, data, design etc., the service provider will bill for only one personnel.

**5. The sub-para f of " Scope of Services and Roles" on page 56** is amended as given below:

f. Rights of Use: Subject to the provisions of this Agreement and Service Provider's rights over its pre-existing IP All rights of use of any process, product, service, or data developed, generated, or collected, received from C-DAC or any other task performed by the manpower deployed by Service Provider under the execution of projects awarded under this Empanelment, would lie exclusively with C-DAC or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the manpower deployed by Service Provider shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of C-DAC or its nominated agencies.

**6. The sub-para i of " Scope of Services and Roles" on page 57** is amended as given below:

Intellectual Property Rights (IPR):C-DAC/its client shall own the IP Rights of the software solution developed by the personnel of the service provider deployed in C-DAC under the agreement, except the pre-existing IP. Pre-existing work: All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party under this Agreement ("pre-existing work") shall remain the sole property of that Party. Residuals: In no event shall SERVICE PROVIDER be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables, set-out in this Agreement or Annexure. In addition, subject to the confidentiality obligations, SERVICE PROVIDER shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services. All the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ Service Provider's licensor and C-DAC shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.

**7. The Annexure A on page 65** is amended as given below:

**ANNEXURE – A: COVERING LETTER** (To be submitted in original on letterhead)

Date:

To The Executive Director

Centre for Development of Advanced Computing Innovation Park,

Panchavati, Pune – 411008

Subject: Submission of RFP for Appointment of service providers

Dear Sir,

We hereby submit our proposal in response to the invitation for Request for Proposal (RFP) No. CDACP/RFP/HRD/21-22/348 published on 29th June, 2022 for the above purpose. We would like to send our proposal for empanelment as service Provider. Please find enclosed herewith the below listed documents, as required.

1. Authority Letter (Annexure – B)
2. Undertaking towards EMD (Annexure - C)
3. Details of the skilled manpower on our roll
4. Details of Organization (Annexure - D)

We hereby declare that all the information and statements made in this proposal are true and we accept that any misinterpretation contained in it, may lead to our disqualification. **Subject to deviations**, we agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our proposal valid for 90 days as stipulated in the RFP document. We also undertake that to the best of our knowledge and based on the documents available we are not blacklisted or debarred from bidding process, by any Educational/R&D /Govt. Organization, as on date of submission of the bids and that there have been no regulatory actions initiated /pending against us as on the date of release of RFP which may have an adverse impact on the delivery of services under this Agreement. We agree that the IPR of the technology developed during the deployment will (bespoke development) vest with C-DAC perpetually. We understand you are not bound to accept any bid you receive.

**8. Para 18 (b), Section - II, page 11-"Limitation of Liabilities"** is amended as given below:

- b. The liabilities- if any with respect to the following shall be as per clause 18 (a):
  - iii. Claims that are the subject of indemnification pursuant to infringement by the service provider of third party Intellectual Property Right.
  - iv. Damage(s) occasioned by the Negligence or Misconduct of the service provider.
  - v. Damage(s) occasioned by service provider for breach of Confidentiality Obligations

**9. The para 19, Section - II on page 11, "Termination"** is amended as given below:

Validity of order/contract will remain in existence till fulfilment of all obligations pertaining to development and successful deployment of software including (but not limited to) the terms and conditions stipulated in the order, for the period stipulated in the Order. C-DAC reserves the right to terminate the contract/cancel order with or without cause/reason by giving 60 days' notice to the selected service provider. The selected service provider may terminate the Service Agreement /Order by at least 30 days written notice, in the event of non-payment of undisputed invoices for 60 days from the due date. Upon termination either by C-DAC or selected service provider, all the dues upto the date of termination would be paid by C-DAC, however will be subjected to deductions, if any, as per the conditions agreed upon.

**10. The para 1-A(5), Section - II, page 13 "Conditions for Financial Offers"** is amended as given below:

C-DAC reserves the right to avail manpower for a specific skill set from an empaneled agency either on T & M mode or on secondment mode or both, if empaneled agency has submitted quotes for both the modes.

**11.** The last date for submission of bids is extended till 9th August, 2022, 1500 Hrs. The technical proposals will be opened on 10th August, 2022, at 1500 Hrs.