



पेंशन निधि विनियामक एवं विकास प्राधिकरण
PENSION FUND REGULATORY AND DEVELOPMENT AUTHORITY



वसुधैव कुटुम्बकम्
ONE EARTH - ONE FAMILY - ONE FUTURE

File no: PFRDA-22/11/0004/2023-T-ARCH

Dated: 31/07/2023

**CORRIGENDUM cum Response to pre-bid queries to RFP Ref. no:
PFRDA/2023/TARCH/PINTRA/01 issued on 04/07/2023**

RFP title: Request for Proposal for SELECTION OF SYSTEM INTEGRATOR(SI) FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF PFRDA INTRANET PORTAL(PINTRA) - INTERNAL DIGITALIZATION (HRMS AND FINANCE) ALONG WITH MOBILE APP FOR HRMS

This corrigendum is being issued to all prospective bidders in response to the pre-bid queries received for the above-mentioned Request for Proposal (RFP) issued by Pension Fund Regulatory and Development Authority (PFRDA). The purpose of this corrigendum is to notify all bidders about the modifications made to certain clauses of the original RFP document and share pre-bid responses.

1. Based on discussion in pre-bid meeting held on 21 July 2023, last date for submission of bids is extended. Bidders are requested to submit bids latest by **31 August 2023, 15:00 hrs.**
2. Existing clause as given in the table below shall be replaced with Amended Clause. Further, responses for pre-bid queries given as attachment to this document as **Flag-A** will be applicable.

| Sl. No. | RFP Page No. | RFP Clause No. | Existing Clause | Amended Clause |
|----------------|---------------------|---|---|--|
| 1 | 78 | Annexure-V: ELIGIBILITY CRITERIA (3) | <p>The Bidder must have a turnover of Rs. 250 crore or above each year from IT and IT enabled services (ITeS) during the last 03 (three) financial year(s) (i.e., FY 2022-23, FY 2021-22, FY 2020-21</p> <p>Copy of the audited financial statement for required financial years. (i.e., FY 2022-23, FY 2021-22, FY 2020-21) along with Annexure-III. In case, if audited financial statements for FY 2022-23 are not available, the bidders need to submit financial statements duly certified by the company's statutory auditor/Company Secretary as per Annexure-III.</p> | <p>The clause is modified as:</p> <p>The Bidder must have a turnover of Rs. 250 crore or above each year from IT and IT enabled services (ITeS) during the last 03 (three) financial year(s) (i.e., FY 2022-23, FY 2021-22, FY 2020-21</p> <p>Copy of the audited financial statement for required financial years (i.e., FY 2022-23, FY 2021-22, FY 2020-21) along with Annexure-III. In case, if audited financial statements for FY 2022-23 are not available, the bidders need to submit financial statements duly certified by the company's statutory auditor as per Annexure-III.</p> |
| 2 | 57 | 41.1 Deployment Model Specific Requirements | <p>iii. Shall be hosted and provided services on a dedicated instance at the cloud</p> | <p>The modified clause is:</p> <ol style="list-style-type: none"> 1. All the services should be available from the India Region of the Cloud Service Provider (CSP). CSP should ensure that all Data and the services used should remain in India. 2.The proposed cloud service provider |

| | | | | |
|---|----|--|---|--|
| | | | | <p>should have the following security certifications valid as on bid submission date: - SOC-1, SOC-2 and SOC-3</p> <p>Accordingly, the para in Annexure-XI: CERTIFICATION BY CSP is modified as:</p> <p>We are MeitY empanelled, SOC1, SOC2 and SOC3 complied CSP. We also undertake that we have not been blacklisted by the Government Authority or Public Sector Undertaking (PSUs) in India or any Financial Institution in India as on date of submission of response.</p> |
| 3 | 57 | 41.1 Deployment Model Specific Requirements | iv. The infrastructure elements including server, storage (including backup storage) and network of the Cloud should provide strong tenant isolation, provide granular identity and access management capability and data encryption (In-Transit and At-Rest) and to be logically separate from the public and other cloud offerings of the cloud service provider. | <p>Modified clause is given below:</p> <p>Cloud environment should provide logical isolation. It shall also provide data encryption and to be logically separate from the public & other cloud offerings of the cloud service provider.</p> |

| | | | | |
|---|----|---|---|---|
| 4 | 58 | 41.1 Deployment Model Specific Requirements | v. There should be logical separation (of servers, storage, network infrastructure and networks) to protect data, applications and servers and provide robust virtual isolation for the Authority | Modified clause is given below: Logical separation and dedicated workspace for PFRDA shall be provided at cloud. |
| 5 | 68 | 41.9 General requirements | xv. Cloud Infrastructure shall be accessible to PFRDA or any third party engaged by PFRDA for inspection and audit purpose. | Modified clause is given below: Cloud Environment/VPC audit logging system (virtually) for Cloud shall be accessible to PFRDA or any third party engaged by PFRDA for inspection and audit purpose as per the MeitY and STQC Guidelines. Cloud infrastructure, shall be accessible to STQC and any other audit body as approved by Meity, for the purpose of inspection and audit. |
| 6 | 22 | 9. Scope of Work | ix. The solution shall support auto alerts and reminders, integration of digital signature/e-sign, SMS and email gateway, payment gateway, multilevel authentication as per the design requirements of the modules. | The clause is modified as: The solution shall support auto alerts and reminders, integration of digital signature/e-sign, two factor authentication, integration with bank for the payment purpose as per the design requirements of the modules. Details about number of users and functional requirements are given in RFP. SI to anticipate number of |

| | | | | |
|---|----|-----------------------------|--|--|
| | | | | requirements are given in RFP. SI to anticipate number of SMS/emails required accordingly and also bear the cost of two factor authentication. |
| 7 | 61 | 41.4 LAN / WAN Requirements | i. SI should provide direct leased-line connections between Data Centre and PFRDA. | The clause is modified as: SI to ensure that the solution should be made accessible in PFRDA office as well as accessible to officials of PFRDA from public internet through secure web-VPN mode. |

Thank you for your continued interest in participating in this procurement process.

Sincerely,



(K. Mohan Gandhi)
Chief General Manager

Attached: Pre-bid query responses as **Flag-A**

Pre-bid queries and their replies

PFRDA/2023/TARCH/PINTRA/01 - SELECTION OF SYSTEM INTEGRATOR(SI) FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF PFRDA INTRANET PORTAL(PINTRA) - INTERNAL DIGITALIZATION (HRMS AND FINANCE) ALONG WITH MOBILE APP FOR HRMS

| Sl. No | RFP No. | RFP Clause No. | Existing Clause | Query | Suggestions | Response on pre-bid queries |
|--------|---------|---------------------------------|---|--|--|--|
| 1 | 233 | APPENDIX-V: SLA (5) | <= 5% Non-Compliance --> 5% compensation of the payable amount of the particular quarter) > 5 % but <= 10% --> 10% | Penalties on SLA deviation are very high. | Kindly limit the penalty to 5% (max.) of the payable amount of the particular quarter | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 2 | 272 | 35. Indemnities | SI shall be solely responsible for and shall indemnify and keep PFRDA, its employees, agents, officers and directors indemnified and harmless from and against all costs. | | Kindly cap it to 100% of the contract value. | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 3 | 235 | APPENDIX-V: LD (12) | In case of the Go-Live delays by the Bidder the compensation as per PFRDAs discretion will be imposed on the Bidder 5% of the total contract value per month of delay, to the maximum of 10% of the total contract value. | Kindly impose LD on the undelivered portion rather than on the total contract value and LD is very high. | In case of the Go-Live delays by the Bidder the compensation as per PFRDAs discretion will be imposed on the Bidder 2% 5% of the undelivered portion total contract value per month of delay, to the maximum of 10% of the total contract value. | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 4 | 101 | Annexure-IX: PAYMENT MILESTONES | Payment Milestones | Please accept the proposed updates. | Kindly provision 5% mobilization advance , against the Bank Guarantee. | Respective terms and conditions as mentioned in |

| | | | | | | |
|---|----|--------------------------------------|---|---|---|--|
| | | | | | | the RFP need to be adhered to. |
| 5 | 77 | Annexure-V: ELIGIBILITY CRITERIA (2) | <p>The bidder must be a profitable entity for the last three financial years* (i.e. FY 2022-23, FY 2021-22, FY 2020-21) and has not incurred any cash loss from operating activities in last five FYs.</p> <p>Certificate issued by Company's statutory auditor on the Profitability (PAT) for the last three financial years (i.e. FY 2022-23, FY 2021-22, FY 2020-21) as per Annexure-III</p> | Kindly allow certificate from CA or company secretary as well. Also, FY 2022-23 financials are being worked upon currently and shall be ready by Oct '23 - will be shared as soon as it is ready. | Certificate issued by Company's statutory auditor or chartered accountant or company secretary on the Profitability (PAT) for the last three financial years (i.e. FY 2022-23 , FY 2021-22, FY 2020-21, FY 2019-20) as per Annexure-III | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 6 | 78 | Annexure-V: ELIGIBILITY CRITERIA (3) | <p>The Bidder must have a turnover of Rs. 250 crore or above each year from IT and IT enabled services (ITeS) during the last 03 (three) financial year(s) (i.e. FY 2022-23, FY 2021-22, FY 2020-21)</p> <p>Copy of the audited financial statement for required financial years. (i.e. FY 2022-23, FY 2021-22, FY 2020-21) along with Annexure-III. In case, if audited Financial</p> | FY 2022-23 financials are being worked upon currently and shall be ready by Oct '23 - will be shared as soon as it is ready. | Copy of the audited financial statement for required financial years. (i.e. FY 2022-23 , FY 2021-22, FY 2020-21, FY 2019-20) along with Annexure-III. In case, if audited Financial statements for FY 2022-23 are not available, the bidders need to submit Financial statements duly certified by the company's statutory auditor/Company Secretary as per Annexure-III. | <p>The clause is modified as:</p> <p>The Bidder must have a turnover of Rs. 250 crore or above each year from IT and IT enabled services (ITeS) during the last 03 (three) financial year(s) (i.e. FY 2022-23, FY 2021-22, FY 2020-21)</p> <p>Copy of the audited financial statement for required financial years (i.e. FY 2022-23, FY 2021-22, FY 2020-21) along with Annexure-III. In</p> |

| | | | | | | |
|---|----|--------------------------------------|--|--------------------------------------|---|--|
| | | | statements for FY 2022-23 are not available, the bidders need to submit Financial statements duly certified by the company's statutory auditor/Company Secretary as per Annexure-III. | | | case, if audited Financial statements for FY 2022-23 are not available, the bidders need to submit Financial statements duly certified by the company's statutory auditor as per Annexure-III. |
| 7 | 78 | Annexure-V: ELIGIBILITY CRITERIA (4) | Bidder must have successfully completed at least one (01) software solution/project as SI covering implementation of HRMS and Finance & Accounting modules in Central or State Govt./ Central or State Govt owned Organizations/PSU/Autonomous Bodies/Public Sector Banks/ Public Sector Insurance Companies/ Public Sector Financial Institutions /CPSEs/Corporates having at least 100 users in the last five (05) Financial Years in India. | Kindly accept the amendment request. | Bidder must have successfully completed at least one (01) software solution/project as SI covering implementation of HRMS/SD/MM/PP and Finance & Accounting modules in Central or State Govt./ Central or State Govt owned Organizations/PSU/Autonomous Bodies/Public Sector Banks/ Public Sector Insurance Companies/ Public Sector Financial Institutions /CPSEs/Corporates having at least 100 users in the last five (05) Financial Years in India. | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|---|----|--|---|--|--|---|
| 8 | 81 | Annexure-VI: TECHNICAL EVALUATION PARAMETERS (2) | The Bidder turnover in FY 2022-23 from IT and IT enabled services (ITeS). | FY 2022-23 financials are being worked upon currently and shall be ready by Oct '23 - will be shared as soon as it is ready. | The Bidder turnover in FY 2021-22 2022-23 from IT and IT enabled services (ITeS). | <p>The following clause will be applicable:</p> <p>The Bidder must have a turnover of Rs. 250 crore or above each year from IT and IT enabled services (ITeS) during the last 03 (three) financial year(s) (i.e. FY 2022-23, FY 2021-22, FY 2020-21)</p> <p>Copy of the audited financial statement for required financial years (i.e. FY 2022-23, FY 2021-22, FY 2020-21) along with Annexure-III. In case, if audited Financial statements for FY 2022-23 are not available, the bidders need to submit Financial statements duly certified by the company's statutory auditor as per Annexure-III.</p> |
|---|----|--|---|--|--|---|

| | | | | | | |
|---|----|--|--|--------------------------------------|---|---|
| 9 | 82 | Annexure-VI: TECHNICAL EVALUATION PARAMETERS (3) | <p>Bidder as SI covering implementation of HRMS and Finance & Accounting in Central or State Govt./ Central or State Govt owned Organizations/ PSU/Autonomous Bodies/ Public Sector Banks/ Public Sector Insurance Companies/ Public Sector Financial Institutions/ CPSEs/Corporates having at least 100 users in the last five (05) Financial Years in India, as per below:</p> <p>1 project: 3 marks (Rs. 5-10 Cr.) / 4 marks (above Rs. 10 Cr.) 2 projects: 6 marks (Rs. 5-10 Cr.) / 8 marks (above Rs. 10 Cr.) 3 projects: 9 marks (Rs. 5-10 Cr.) / 12 marks (above Rs. 10 Cr.) 4 and above projects: 12 marks (Rs. 5-10 Cr.) / 16 marks (above Rs. 10 Cr.)</p> <p>Two client references (Maximum marks-4.5 each) where similar Scope of work (HRMS and F&A) project has been</p> | Kindly accept the amendment request. | <p>Bidder as SI covering implementation of HRMS/MM/PP/SD and Finance & Accounting in Central or State Govt./ Central or State Govt owned Organizations/ PSU/Autonomous Bodies/ Public Sector Banks/ Public Sector Insurance Companies/ Public Sector Financial Institutions/ CPSEs/Corporates having at least 30 users in the last five (07) Financial Years in India, as per below:</p> <p>1 project: 3 marks (Rs. 2-4 Cr.) / 4 marks (above Rs. 4 Cr.) 2 projects: 6 marks (Rs. 2-4 Cr.) / 8 marks (above Rs. 4 Cr.) 3 projects: 9 marks (Rs. 2-4 Cr.) / 12 marks (above Rs. 4 Cr.) 4 and above projects: 12 marks (Rs. 2-4 Cr.) / 16 marks (above Rs. 4 Cr.)</p> <p>Two client references (Maximum marks-4.5 each) where similar Scope of work (HRMS/SD/MM/PP and F&A) project has been implemented by the bidder as SI- Maximum marks-09</p> | Respective terms and conditions as mentioned in the RFP need to be adhered to |
|---|----|--|--|--------------------------------------|---|---|

| | | | | | | |
|----|----|--|---|---|--|--|
| | | | implemented by the bidder as SI- Maximum marks- 09 | | | |
| 10 | 82 | Annexure-VI: TECHNICAL EVALUATION PARAMETERS (4) | Bidder has hosted any IT project on NIC data Centre or NIC cloud or MeitY empanelled VPC/GCC a. One project – 2 marks b. Two projects – 3 marks c. Three projects or above - 5 marks | Kindly allow versatile experience, with public cloud too. | Bidder has hosted any IT project on NIC data Centre or NIC cloud or MeitY empanelled Public Cloud/VPC/GCC a. One project – 2 marks b. Two projects – 3 marks c. Three projects or above - 5 marks | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|----|----|---|---|---|--|---|
| 11 | 78 | Annexure-V: ELIGIBILITY CRITERIA (as on 30th June 2023) | <p>The Bidder must have a turnover of Rs. 250 crore or above each year from IT and IT enabled services (ITeS) during the last 03 (three) financial year(s) (i.e. FY 2022-23, FY 2021-22, FY 2020-21</p> <p>*In case, the company/LLP operates on calendar year, the audited statements will be required for calendar years 2020, 2021 and 2022</p> | <p>We request to give us relaxation in turnover for each year i.e. 100 Cr. In each (2022-23, 2021-22, 2020-21)</p> | | <p>Respective terms and conditions as mentioned in the RFP need to be adhered to.</p> |
| 12 | 81 | | <p>The Bidder turnover in FY 2022-23 from IT and IT enabled services (ITeS) *</p> <p>In case, the company/LLP operates on calendar year, the audited statements will be required for calendar years 2020, 2021 and 2022 Note: For the purpose of this criterion, turnover includes application development/ implementation/ maintenance excluding equipment licensing, consulting. Also, turnover of only the bidding entity will be considered.</p> <p>Turnover of any parent, subsidiary, associated or other related entity will not be considered.</p> <p>a. 250-500 Crores- 5 Marks b. 01 incremental mark per 100 Crore turnover over and</p> | <p>We request to give us relaxation in turnover for each year i.e. 100 Cr. In each (2022-23, 2021-22, 2020-21)</p> <p>100 Cr -110 Cr 5 Marks More than 110- 130 Cr. 10 marks More than 130 -150 Cr. - 15 Marks</p> | | <p>Respective terms and conditions as mentioned in the RFP need to be adhered to.</p> |

| | | | | | | |
|----|----|--|---|--|--|--|
| | | | above 500 crores upto 05 marks | | | |
| 13 | 82 | | Bidder as SI covering implementation of HRMS and Finance & Accounting in Central or State Govt./ Central or State Govt owned Organizations/ PSU/Autonomous Bodies/ Public Sector Banks/ Public Sector Insurance Companies/ Public Sector Financial Institutions/ CPSEs/Corporates having at least 100 users in the last five (05) Financial Years in India. | We request for relaxation of 2 project of value 1 Cr | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | |
|----|----|--|---|--|--|
| | | | For this requirement, bidder's experience shall be in the execution of IT projects/maintenance of IT projects and excluding consultancy services for the IT projects | | |
| 14 | 78 | | Bidder must have successfully completed at least one (01) software solution/project as SI covering implementation of HRMS and Finance & Accounting modules in Central or State Govt./ Central or State Govt owned Organizations/ PSU/Autonomous Bodies/ Public Sector Banks/ Public Sector Insurance Companies/ Public Sector Financial Institutions / CPSEs/Corporates having at least 100 users in the last five (05) Financial Years in India. For this requirement, bidder's experience shall be in the execution of IT | Request you to please amend it as below: Bidder must have successfully completed at least part of one (01) software solution/project as SI covering implementation of HRMS /Finance & Accounting modules in Central or State Govt./ Central or State Govt owned Organizations/ PSU/ Autonomous Bodies/ Public Sector Banks/ Public Sector Insurance Companies/ Public Sector Financial Institutions/ CPSEs / Corporates | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|----|----|--|---|---|---|---|
| | | | <p>projects/maintenance of IT projects and excluding consultancy services for the IT projects</p> | <p>having at least 100 users in the last five (05) Financial Years in India. For this requirement, bidder's experience shall be in the execution of IT projects/maintenance of IT projects and excluding consultancy services for the IT projects</p> | | |
| 15 | 83 | | <p>Bidder as SI covering implementation of HRMS and Finance & Accounting in Central or State Govt./ Central or State Govt owned Organizations/ PSU/Autonomous Bodies/Public Sector Banks/ Public Sector Insurance Companies/Public Sector Financial Institutions/ CPSEs/Corporates having at least 100 users in the last five (05) Financial Years in India. For this requirement, bidder's experience shall be in the execution of IT projects/maintenance of IT projects and excluding consultancy services for the IT projects</p> <p>No. of Projects Project cost</p> | <p>Request you to please consider the following parameters on project experience as this will provide a better criteria for evaluation:</p> <p>3. Bidder as SI working on implementation of HRMS/Finance & Accounting in Central or State Govt./ Central or State Govt owned Organizations/ PSU/Autonomous Bodies/ Public Sector Banks/ Public Sector Insurance Companies/ Public Sector Financial Institutions/ CPSEs/Corporates having at least 100000 users in the last five(05) Financial Years in India.</p> | <p>We request you to con to 300000 employees, users and project hallmarks</p> | <p>Respective terms and conditions as mentioned in the RFP need to be adhered to.</p> |

| | | | | |
|--|--|--|--|--|
| | | <p>(Rs. 5-10Crore) Project cost(Above Rs 10 Crore) One Project 3 marks 4marks Two Projects 6 marks 8marks Three Projects 9 marks 12marks Four Projects and above 12 marks 16marks Two client references (Maximum marks-4.5 each) where similar Scope of work (HRMS and F&A) project has been implemented by the bidder as SI- Maximum marks-09 Note: PFRDA will interact with client through visit/VC or any other mode as deemed suitable for PFRDA to assess this criterion & the bidder need to facilitate for the interaction</p> | <p>For this requirement, bidder's experience shall be in the execution of IT projects/maintenance of IT projects and excluding consultancy services for the IT projects No. of Projects Project cost (Rs. 2-5 Crore) Project cost (Above Rs 5 Crore) One Project 3 marks 4 marks Two Projects 6marks 8 marks Three Projects 9marks 12 marks Four Projects and above 12 marks 16 marks Client reference (Maximum marks-5) where similar Scope of work (HRMS/ F&A) project has been implemented by the bidder as SI- Maximum marks-09 Note: PFRDA will interact with client through visit/VC or any other mode as deemed suitable for PFRDA tosses this criterion & the bidder need to facilitate for the interaction.</p> | |
|--|--|--|--|--|

| | | | | | | |
|----|----|--|--|---|---|---|
| 16 | 83 | | 6. a. Bidder has valid CMMI level 5: 03 marks | To enable fair participation and for better competition, request you to please amend it as " Bidder has valid CMMI level 3 or higher" | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 17 | 57 | 41.1 Deployment Model Specific Requirements | Shall be hosted and provided services on a dedicated instance at the cloud | Tenant Isolation, Separation from other clients, Dedicated Instance is a GCC terminology . In a VPC environment, logical segregation is provided with security redundant architecture. Customer retains full control and visibility of the environment with a capacity to introduce additional security features over and above native cloud security . | The clause is GCC specific and should be removed and replaced by 1. All the services should be available from the India Region of the Cloud Service Provider (CSP). CSP should follow the guidelines from MeitY and ensure that all Data and the services used should remain in India. 2.The proposed cloud should have the following security certifications valid as on bid submission date: - PCI DSS - SOC-1, SOC-2 and SOC-3 compliant | The modified clause is: 1. All the services should be available from the India Region of the Cloud Service Provider (CSP). CSP should ensure that all Data and the services used should remain in India. 2.The proposed cloud service provider should have the following security certifications valid as on bid submission date: - SOC-1, SOC-2 and SOC-3 Accordingly, the para in Annexure-XI: CERTIFICATION BY CSP is modified as: We are MeitY empanelled, SOC1, SOC2 and SOC3 complied CSP. We also undertake that we have not been blacklisted by the Government Authority or Public Sector Undertaking (PSUs) in India or any Financial |

| | | | | | | |
|----|----|--|---|--|--|--|
| | | | | | | Institution in India as on date of submission of response. |
| 18 | 57 | | The infrastructure elements including server, storage (including backup storage) and network of the Cloud should provide strong tenant isolation, provide granular identity and access management capability and data encryption (In-Transit and At-Rest) and to be logically separate from the public and other cloud offerings of the cloud service provider. | | | Modified clause is given below: Cloud environment should provide logical isolation. It shall also provide data encryption and to be logically separate from the public & other cloud offerings of the cloud service provider. |

| | | | | | | |
|----|----|-----------------------------------|--|--|---|---|
| 19 | 58 | | There should be logical separation (of servers, storage, network infrastructure and networks) to protect data, applications and servers and provide robust virtual isolation for the Authority | | | Modified clause is given below: Logical separation and dedicated workspace for PFRDA shall be provided at cloud. |
| 20 | 58 | | The entire Network Path for PFRDA's hosted applications shall be separate (logical separation & isolation) from the other clients and should be dedicated for PFRDA | | | This clause is removed |
| 21 | 58 | | Database System Software shall be a dedicated instance for the Authority | | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 22 | 68 | 41.9 Sl XV - General requirements | Cloud Infrastructure shall be accessible to PFRDA or any third party engaged by PFRDA for inspection and audit purpose. | This requirement cannot be met as articulated in the RFP | The services to PFRDA shall be provided from Meity empanelled DCs in India which are audited by STQC on behalf of the Ministry of IT . Any other audit body shall not be allowed to audit the DC . Any audit request by any agency outside STQC and outside the Meity audit schedule may not be accepted by the CSP . | Modified clause is given below: Cloud Environment/VPC audit logging system(virtually) for Cloud shall be accessible to PFRDA or any third party engaged by PFRDA for inspection and audit purpose as per the MeitY and STQC Guidelines. Cloud infrastructure, shall be accessible to STQC and any other audit body as approved |

| | | | | | | |
|----|-----|---|--|--|--|--|
| | | | | | | by Meity, for the purpose of inspection and audit. |
| 23 | 83 | Annexure 6, Technical Evaluation criteria , Point 5 | CSP being offered to PFRDA have clients from Central or State Govt./ Central or State Govt owned Organizations/ PSU/Autonomous Bodies/ Public Sector Banks/ Public Sector Insurance Companies/ Public Sector Financial Institutions/CPSEs/Corporate directly or through any SI | The ask needs elaboration. Can we present credentials using public domain links | Links and articles in public domain explicitly mentioning customer details including customer representatives may be allowed as proofs. | Please refer Annexure-XI: Certification by CSP of the RFP |
| 24 | 106 | Annexure 11 , certification by CSP | Make /model /format | This is an ask for a Manufacturer's authorisation for a MSP from the CSP . The format needs to be aligned as per Cloud services . Suggested format is placed for your consideration as it covers all the aspects of the RFP requirement. | We, Google Cloud India Private Limited ("Google"), having registered office at XXXXX do hereby confirm that XXXX ("Bidder") having its registered office at XXXX is our authorized, independent and nonexclusive reseller to bid, negotiate and conclude the contract with you against the aforementioned tender reference for Google Cloud Platform (GCP) services. If the Bidder is successful, we will provide GCP services to the Bidder in accordance with the terms and conditions we have agreed with the Bidder. | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|----|-----|---|--|---|--|---|
| 25 | - | Generic Query | User Count | <p>Please provide breakdown of total and concurrent number of users who will be using the following modules in the new proposed solution -</p> <ol style="list-style-type: none"> 1. Vendor Management 2. Inventory Management 3. Fixed Assets 4. IT Management 5. Asset Service Management 6. Ticketing Management | | Please refer Appendix I: Functional Scope of Work |
| 26 | - | Generic Query | User Count | Kindly provide the details of the Third Party User count, total and concurrent users, who will be accessing the application through integration. | | User count is used for PFRDA employees only. |
| 27 | 172 | Annexure XIV 3. Admin Module | <p>3.1. Vendor Management including contact details</p> <p>Vender User Management: Ability of Admins to create and manage user accounts for vendors, and assign permissions and roles based on the type of goods or services provided.</p> | Please provide the number of Portal Vendor Users. | | This is indicative FRS only. Bidder to study the existing system of PFRDA and submit FRS accordingly. |
| 28 | 172 | Annexure XIV 3. Admin Module | <p>3.1. Vendor Management including contact details</p> <p>Vender User Management: Ability of Admins to create and manage user accounts for vendors, and assign permissions and roles based on the type of goods or services provided.</p> | Please specific the current number of existing Vendor's of PFRDA. | | This is indicative FRS only. Bidder to study the existing system of PFRDA and submit FRS accordingly. |

| | | | | | | |
|----|-----|---|--|--|--|---|
| 29 | 176 | Annexure XIV 3. Admin Module | 3.2 Inventory Management 3.2.1 Consumables Generate reports on inventory levels - Stores Inventory turnover: The system should provide a report on the inventory turnover, that is the number of times per period the inventory is sold and replenished. | As per our understanding, the proposed solution will integrate and leverage the ERP system to fetch and display reports on the inventory turnover, that is the number of times per period the inventory is sold and replenished. Please confirm if our understanding is correct. | | This is indicative FRS only. Bidder to study the existing system of PFRDA and submit FRS accordingly. |
| 30 | 177 | Annexure XIV 3. Admin Module | 3.2 Inventory Management 3.2.1 Consumables Set reorder points Order tracking: The system should provide the ability to track the status of purchase orders, including when the order was placed, when it is expected to arrive, and when it has been received. | As per our understanding, the proposed solution will integrate and leverage the ERP system to fetch and display status of purchase orders including when the order was placed, when it is expected to arrive, and when it has been received. Please confirm if our understanding is correct. | | This is indicative FRS only. Bidder to study the existing system of PFRDA and submit FRS accordingly. |
| 31 | 177 | Annexure XIV 3. Admin Module | 3.2 Inventory Management 3.2.1 Consumables Set reorder points Reorder analysis: The system should provide a report on the reorder analysis, that is which items are frequently reordered, which items have long lead times, which items have high carrying costs, and which items are frequently out of stock. | As per our understanding, the proposed solution will leverage and integrate with the existing Inventory Management system and ERP solution to fetch and display the stated requirement in form of reports in the application. Please confirm if our understanding is correct. | | This is indicative FRS only. Bidder to study the existing system of PFRDA and submit FRS accordingly. |

| | | | | | | |
|----|-----|--|--|--|--|---|
| 32 | 177 | Annexure XIV 3. Admin Module | 3.2 Inventory Management 3.2.1 Consumables Set reorder points Reorder point optimization: The system should allow the user to optimise the reorder point considering various factors such as safety stock, usage rate, and lead time. | As per our understanding, the proposed solution will leverage and integrate with the existing Inventory Management system and ERP solution to fetch and display the details related to reorder point considering various factors such as safety stock, usage rate, and lead time. Please confirm if our understanding is correct. | | This is indicative FRS only. Bidder to study the existing system of PFRDA and submit FRS accordingly. |
| 33 | 180 | Annexure XIV 3. Admin Module | 3.2 Inventory Management 3.2.2 Fixed Asset Asset Depreciation Allows users to determine how the asset's valuation is depreciated over a period of time due to wear and tear or any external factors responsible for the degrading of the asset. This includes: - User Defined Depreciation Commencement Date - User defined depreciation method and Depreciation Schedules - Monthly auto posting of depreciation. | As per our understanding, the proposed solution will include business rule management system over which the depreciation rules will be defined and configured. Please confirm. | | This is indicative FRS only. Bidder to study the existing system of PFRDA and submit FRS accordingly. |
| 34 | | | | Also, please provide the parameters for calculating the asset depreciation value. | | This is indicative FRS only. Bidder to study the existing system of PFRDA and submit FRS accordingly. |

| | | | | | | |
|----|-----|---|--|--|--|--|
| 35 | 188 | Annexure XIV 5. IT Management System | 5.1. IT Inventory Management Generate reports on inventory levels Ability to generate reports on inventory levels, including current stock levels, low stock alerts, and trends in inventory usage This includes: - Data migration from current systems should be provided. | Please provide the details of the existing data to be migrated. | | Please refer Clause 8: Current Status of IT landscape of the RFP.Approx 2 GB for Tally Prime Gold and Manual records on paper for F&A. ITSM data is less than 1 GB. |
| 36 | | | | As per our understanding, PFRDA will provide the existing data to be migrated at a staging area, the proposed solution will integrate with the same to fetch and capture data in the application. Please confirm our understanding. | | Please refer Clause 8: Current Status of IT landscape and Clause 9.7: Data migration of the RFP |
| 37 | 193 | Annexure XIV 5. IT Management System | 5.2 IT Asset Management Asset Service Management Ability to cater to service requests by employees This includes: - Scheduling: The system should be able to schedule maintenance and repairs for IT assets, including the ability to set recurring maintenance schedules and receive notifications when maintenance is due. | Please provide the number of Categories and Sub - Categories for Query, Request and Complaints required for Asset Service Management | | Indicative Categories-Request Service and Raise an Issue. Request a Service which shall be categorised further into providing services related to Assets and Consumables |
| 38 | | | | Please provide the list of channels / source for the | | Portal/Telephonic |

| | | | | | | |
|----|-----|---|--|--|--|--|
| | | | | initiation of the Service Requests. | | |
| 39 | | | | Please provide the count and list of STP journey's required for Asset Service Management | | This is indicative FRS only. Bidder to study the existing system of PFRDA and submit FRS accordingly. |
| 40 | 197 | Annexure XIV 5. IT Management System | 5.2 IT Asset Management Asset Consumables tracking Ability to track the asset consumables which allows the following: - Inventory Management: The system should be able to track and manage all consumable items, including items such as printer ink and toner, and provide detailed information on each item such as location, ownership, and stock levels. | As per our understanding, the proposed solution will leverage and integrate with the ERP system to fetch and display reports in the application 'to track and manage all consumable items, including items such as printer ink and toner, and provide detailed information on each item such as location, ownership, and stock levels.' Please confirm our understanding. | | Confirmed |
| 41 | 198 | Annexure XIV 5. IT Management System | 5.3 Ticketing System Management Ticketing Submission and Tracking The system should provide an interface for users to submit IT-related issues and requests, and track the progress of their tickets from submission to resolution. | Please provide the number of Categories and Sub - Categories for Query, Request and Complaints required for Ticketing Management | | Indicative Categories-Request Service and Raise an Issue. Request a Service which shall be categorised further into providing services related to Assets and Consumables |

| | | | | | | |
|----|-----|---|---|--|--|------------|
| 42 | 201 | Annexure XIV 5. IT Management System | 5.3 Ticketing System Management Knowledge Base The system should include a knowledge base of common IT-related issues and solutions that can be used by IT staff to quickly resolve tickets. This includes: - Article Creation and Management: The system should provide an interface for IT staff to create and manage knowledge base articles, including the ability to add text, images, and attachments. - Article Search and Filtering: The system should provide an interface for users to easily search for and filter knowledge base articles based on different criteria, such as keywords, categories, and article status. | As per our understanding, the proposed solution will provide the IT users to create, update, modify and maintain knowledge base articles with respect to the various Ticketing Categories in the application. Kindly confirm. | | Confirmed. |
|----|-----|---|---|--|--|------------|

| | | | | | | |
|----|-----|---|--|---|--|--|
| 43 | 203 | Annexure XIV 6. Data Migration | <p>This involves the following steps:</p> <ul style="list-style-type: none"> - Purpose: A clear statement of the purpose of the data migration, including the specific business objectives it is intended to achieve. - Scope: A description of the scope of the data migration, including the data sets that will be migrated, the systems and applications that will be affected, and any constraints or limitations that will need to be taken into account. - Data Migration Approach: A description of the data migration approach that will be used, including any tools or methods that will be employed, as well as any specific technical requirements that will need to be met. - Data Quality Standards: A description of the data quality standards that will be used to ensure the accuracy and completeness of the migrated data. - Security and Compliance: A description of the security and compliance requirements that will need to be met, including any relevant laws or regulations that will need to be followed. - Test and Validation: A description of the test and validation processes that will be used to ensure the data migration is successful, including | <p>As per our understanding, PFRDA will provide the existing data to be migrated at a staging area, the proposed solution will integrate with the same to fetch and capture data in the application.</p> <p>Please confirm our understanding.</p> | | <p>Please refer Clause 8: Current Status of IT landscape and Clause 9.7: Data migration of the RFP</p> |
|----|-----|---|--|---|--|--|

| | | | | | | |
|----|--|--|---|---|--|---|
| | | | any acceptance criteria that will need to be met. | | | |
| 44 | | | | Please provide the size of the existing data to be migrated to the proposed solution. | | Please refer Clause 8: Current Status of IT landscape and Clause 9.7: Data migration of the RFP. Approx 2 GB for Tally Prime Gold and Manual records on paper for F&A. ITSM data is less than 1 GB. Other records are in physical form. |

| | | | | | | |
|----|----|---|---|--|--|---|
| 45 | - | Existing Systems | Existing Systems | <p>Please provide the names of the existing systems / application of PFRDA with which the proposed solution is required to be integrated with, like -</p> <ol style="list-style-type: none"> 1. Inventory Management 2. Financial Management System 3. Procurement System 4. Government Systems 5. Current IT Management System 6. Payment System 7. CRM System 8. Payroll Management System 9. Financial Reporting <p>Others, if any</p> | | Please refer Clause 8: Current Status of IT landscape |
| 46 | - | Integration | Integration | As per our understanding, PFRDA will provide API's for all the third party systems for integration. | | Bidder to develop application including API, if required as per the scope of work |
| 47 | - | Environments | Environments | <p>Please specify all the environments required, like -</p> <ol style="list-style-type: none"> 1. Development 2. SIT 3. UAT 4. Pre Prod 5. Others | | Please refer clause 41.1: Security Requirements of the RFP |
| 48 | 42 | 14. Evaluation of Price bids and Finalization | i. Bids will be evaluated by Least Cost Selection (LCS) method. | | Considering the scope of work and the duration of the project, request you to please consider changing the evaluation method from LCS to QCBS 70:30 for high quality of offerings. | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|----|-----|---|--|---|--|--|
| 49 | 23 | 9. Scope of Work xvi | The complete solution has to be secured by design, end to end encryption as per the latest standards, complied with all security measures while designing application, product, database or integrated framework. | Is PFRDA considering separation of duty for database layer, with separate duties of security administrator and database administrator? | Without separation of duty, database administrator can see sensitive salary, payroll, finance and performance appraisal data residing in database. They can even change this data as DBAs have unhindered access. | SI to propose the Solution architecture. |
| 50 | 35 | 9.14 AMC Support v o) | SI shall provide a well-defined document for auditing the system. It shall include an audit trail across all modules by associating user id, data, and time stamp with add, changes, and deletes during any change carried out in file structure, database and applications. | Does PFRDA want to keep before and after values of changes to sensitive data in database? | This kind of auditing will enable PFRDA to find out previous value before the change and can help undo any attack and manipulation of data from internal and external users. | SI to propose the Solution architecture. |
| 51 | 118 | 1. HRMS Module: Security and compliance | The system contains sensitive information about employees, such as personal and financial data, and it must be protected from unauthorised access or manipulation. | Does PFRDA want to restrict administrators from seeing sensitive HR and finance related data from database? | Most of the threats and data stealing happens from internal users. Even external attacks try to enter database systems using administrator credentials. If administrators are not given access to sensitive information in backend database, the information remains safe even if credentials or people are compromised. | SI to propose the Solution architecture. |
| 52 | 20 | 8. Current Status of IT landscape i. | Eoffice, a software solution provided by NIC, has an e-File and Collaborative tool for Knowledge Management module that is used mainly for file | Will e-office continue to run from NIC Cloud or can it be moved to MEITY approved CSP? Also will there be integration of e-office and proposed ERP? | | e-office continue to run from NIC Cloud |

| | | | | | | |
|----|-----|--|--|---|---|--|
| | | | management and Document Management. E-office will be continued as File Management System. | If so, does e-office expose APIs? | | |
| 53 | 25 | 9.4 Development/Customization i. | Post finalization and sign-off of the FRS & SRS document by PFRDA, SI is expected to start with the design and development of the application which will include incorporation of the proposed solutions, Customizations, Configurations, third (3rd) party integrations, development as required. | Request PFRDA to provide a list of 3rd party integrations required. Also, please confirm if all 3rd party applications will support SOAP or REST APIs. | | Please refer clause 8: Current Status of IT landscape of the RFP |
| 54 | 81 | Annexure-VI: TECHNICAL EVALUATION PARAMETERS | c. Product walkthrough (demo of any use case under HRMS or Finance and Accounts module as per PFRDA requirements)- Maximum marks-12 | Since Employee Self-Service Portal will be a key interface and experience point for employees, we would suggest separate marking and demonstration for an employee portal as well to showcase the proposed solution and stack | We would suggest to include break up as follows: 1.) HRMS or Finance or Accounts - Maximum Marks - 6 2.) Employee Self-Service Portal product capabilities demo - Maximum Marks - 6 | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 55 | 120 | 1.2. Performance Management System | Employee Self Service (ESS) portal | Apart from self-service capabilities, there are static and dynamic contents for employee engagement and collaboration | The employee self-service portal should be built using an Enterprise grade Content Management System | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|----|-----|---------------------------------------|--|--|--|--|
| 56 | 120 | 1.2. Performance Management System | Employee Self Service (ESS) portal | There should be free-text and fuzzy-text searches so that employees can easily search for what they are looking for | We would suggest there should be an Enterprise Search Engine that supports indexing of contents and documents with suggestions, context aware results, sort and filters, etc | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 57 | 126 | 1.3. Training and Learning Management | Course catalogue, Learning management | Suggestions | We would suggest the proposed Learning Management System to be built using a Content Management System so that course and training content creation can be done easily without any technical dependency with built-in maker-checker | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 58 | 207 | Appendix I: Functional Scope of Work | Appendix I: Functional Scope of Work | For better employee productivity and to enable a better and personalized employee experience, we would suggest the Employee Self-Service portal to also have employee collaboration capabilities such as Blogs, Discussion Forums, Knowledge Base, Questions and Answers, Research Articles, Case Studies, and other static and dynamic contents to be built-in capabilities of the proposed portal platform | For better employee productivity and to enable a better and personalized employee experience, we would suggest the Employee Self-Service portal to also have employee collaboration capabilities such as Blogs, Discussion Forums, Knowledge Base, Questions and Answers, Research Articles, Case Studies, and other static and dynamic contents to be built-in capabilities of the proposed portal platform | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 59 | 32 | 9.12(i) | It would be mandatory on the SI to provide a Warranty for one (1) year for the solution to be developed by it. | It would be mandatory on the SI to provide a Warranty for one (1) Year three (3) months for the solution to be developed by it. | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|----|-----|-----------------|---|---|--|--|
| | | | | Alternately The Period of Implementation should be increased to 12 Months with the Stabilization period of 3 Months and the Warranty of 3 Months. | | |
| 60 | 235 | 12(1) | In case of the Go-Live delays by the Bidder the compensation as per PFRDAs discretion will be imposed on the Bidder 5% of the total contract value per month of delay, to the maximum of 10% of the total contract value as per the agreement between PFRDA and the successful Bidder | In case of the Go-Live delays by the Bidder the compensation as per PFRDAs discretion will be imposed on the Bidder 5 1% of the total contract value per month of delayed milestone value per week, to the maximum of 10% of the total contract delayed milestone value as per the agreement between PFRDA and the successful Bidder | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 61 | 244 | Appendix VII-29 | Addition of a new clause | Neither party shall be liable to the other for any special, indirect, incidental, consequential, exemplary or punitive damages, loss of profits or revenue, loss of business whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|----|-----|------------------------|--|---|--|--|
| 62 | 272 | Appendix VII-35(i) | System Integrator shall be liable to indemnify PFRDA, at its own cost and expenses, against all losses/damages, which PFRDA may suffer on account of violation by System Integrator of any or all national/international trade laws, norms, standards, procedures etc. in relation to provision of services and deliverable under this Agreement | System Integrator shall be liable to indemnify PFRDA, at its own cost and expenses, against all losses/damages, which PFRDA may suffer on account of violation by System Integrator of any or all national/international trade laws, norms, standards, procedures etc. in relation to provision of services and deliverable under this Agreement Please Include and exception for breach of laws relating to personal data. | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 63 | 273 | Appendix VII-35(ii)(c) | any claims arising out of the breach of any applicable laws by the System Integrator, its employees or agents | any claims arising out of the breach of any applicable laws by the System Integrator, its employees or agents Please Include and exception for breach of laws relating to personal data. | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 64 | 273 | Appendix IV-35(ii)(d) | any claims arising out of breach of the terms and conditions of confidentiality, non-disclosure, non-solicitation and related terms and conditions | any claims arising out of breach of the terms and conditions of confidentiality (Please Include and exception for breach of laws relating to personal data | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|----|----|---|--|---|---|--|
| | | | | for breach of personal data), non-disclosure, non-solicitation and related terms and conditions | | |
| 65 | 42 | 14. Evaluation of Price bids and Finalization | The Price bid/Financial bid will be evaluated on the basis of Total Cost of Project (TC) over a six years' time duration which comprises of implementation time of nine (09) months, three (03) month's stabilization period, one (01) year Warranty post go- live and four (04) years of AMC. | Looking at the scope we request you for amending the clause . Implementation Time of Twelve (12) Months, Three (03) Months of Stabilization, One (01) Year of Warranty post Golive and four (4) Years of AMC. | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 66 | 57 | 41.1 | i. Data Centre, Disaster recovery centre, High availability zones across datacentres shall be located in India only in different seismic zones. | CSP should have choice to provide high availability with active-active configuration with DC locations in different physical locations. | The Primary Data Centre / DR Data Centre should be located in India, in different physical locations. Documentary Evidence - Self Certificate for DC/DRC to be in different physical locations. | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|----|----|------|---|---|---|---|
| 67 | 21 | 9 | <p>iv. Cloud size estimation and procurement of MeitY empanelled Cloud - III tier or above (Virtual private cloud/GCC) with Disaster Recovery (DR) Centre for hosting of the software solution. Such cloud-based solution should be hosted within the geographical boundaries of India. The solution shall be accessible through the intranet and should be accessible from anywhere through web VPN login.</p> | | <p>CSP Datacentre/Data Recovery Centre should conform to at least Tier III standard, preferably certified under TIA 942 or Uptime Institute certifications by a 3rd party.</p> <p>Cloud size estimation and procurement of MeitY empanelled Cloud - III tier or above (Virtual private cloud/GCC) with Disaster Recovery (DR) Centre for hosting of the software solution. Such cloud-based solution should be hosted within the geographical boundaries of India. The solution shall be accessible through the intranet and should be accessible from anywhere through web VPN login.</p> <p>The Cloud Service Provider (CSP) must be empaneled with the Ministry of Electronics & Information and Technology, Government of India, and has been audited by STQC.</p> <p>Documentary Evidence - MeitY Empaneled Certificate and Self-declaration signed by the Authorized Signatory of the CSP</p> | <p>Respective terms and conditions as mentioned in the RFP need to be adhered to.</p> |
| 68 | 61 | 41.5 | <p>iii. During normal operations, the Primary Data Center (PC) will serve the requests. The Disaster Recovery Site will not be performing any work but will remain on standby. During this period, the compute environment for the application in DR shall be available but with minimum possible compute resources required for a functional DR as</p> | <p>Since PFRDA is managing financial data, we understand PFRDA cannot afford data loss.</p> | <p>Suggested Clause: We request to upscale the requirement of RPO to Near Zero to avoid any data loss. Also, In accordance with the same, RTO can be asked for 30mins or lower.</p> <p>CSP should be allowed to offer active-active/active-passive architecture for cloud services to have near zero RPO and RTO. The CSP must offer 99.9% Uptime SLA on single Virtual Machine and block storage level from the India region. The</p> | <p>Respective terms and conditions as mentioned in the RFP need to be adhered to.</p> |

| | | | | | | |
|----|-----------------------|--|---|---|---|--|
| | | | per the solution offered. The application environment shall be installed and ready for use. DR Database Storage shall be replicated on an ongoing basis and shall be available in full (100% of the PR) as per designed RTO/RPO and replication strategy. The storage should be 100% of the capacity of the Primary Data Center site. | | storage should be 100% of the capacity of the Primary Data Center site. | |
| 69 | Addi onal Query | 41.Hosting/C loud requirement s | | Are you looking for data encryption using your own provided keys with high availability? | CSP should provide Managed Single Tenant Hardware Security Module with FIPS Level 140-2 Level 3 Compliant, with High Availability Cluster with minimum 2 Nodes. Should be able to provide availability of HSM within 1 hour, in case of any failure of HSM unit. CSP Service . HSM units must be in HA setup in two different zones (redundant) | Bidder to propose the optimal solution |
| 70 | Addi onal Query | 41.Hosting/C loud requirement s | | Are you looking for leveraging serverless computing on cloud for greater scalability, more flexibility, and quicker time to release? | CSP should provide Serverless, event-driven compute service that lets you run code without provisioning or managing servers. | Bidder to propose the optimal solution |
| 71 | Addi onal Query | 41.Hosting/C loud requirement | | Are you looking to leverage CSP managed Artificial Intelligence services to achieve scalability, cost-effectiveness, and ease of deployment of AI models. | The proposed CSP should have fully managed Artificial Intelligence service such as : (i) Service to Automatically extracts text and data from scanned documents (ii) Deep learning-based image and video analysis with features such as celebrity | Bidder to propose the optimal solution |

| | | | | | | |
|----|------------------|-------------------------------|--|---|--|--|
| | | s | | | recognition, face comparison, face detection and analysis, logo detection etc (iii) Text based Real-time language translation service. | |
| 72 | Additional Query | 41.Hosting/Cloud requirements | | Are you looking for CSP managed relational database services to reduce administrative overheads and to achieve security, high availability and scalability? | <p>The proposed Cloud should have Managed relational database services (Postgre/MySQL) with following Self-Service capabilities:</p> <p>(i)Should support high availability through redundant deployment in multiple sites and capability to scale horizontally by adding/removing read replicas</p> <p>(ii) Should have ability to create on-demand/manual backups/snapshots to provision Managed MySQL version 8.x.x or higher with disk encryption and TLS Secured endpoint</p> <p>(iii) to provision Managed PostgreSQL version 13.x or higher with disk encryption and TLS Secured endpoint</p> <p>(iv) to provision Managed MariaDB version 10.6.x or higher with disk encryption and TLS Secured endpoint</p> <p>(v) to choose the Maintenance Window for the Database Maintenance</p> <p>(vi) to change the underlying compute capacity and vertically scale the Database Compute</p> <p>(vii) Storage Auto-scaling without any manual action</p> <p>(viii) to choose the Backup window</p> <p>(ix) Point in time recovery</p> | Bidder to propose the optimal solution |

| | | | | | | |
|----|------------------|-------------------------------|--|--|---|--|
| | | | | | (x) Dashboard to monitor Database CPU, Memory and Disk Utilization | |
| 73 | Additional Query | 41.Hosting/Cloud requirements | | | The proposed CSP should have highly available and scalable managed archival storage service that (i) Encryption at rest (ii) Supports storage classes and transition between them (iii) Support multiple retrieval options based on retrieval time | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|----|------------------|-------------------------------|--|--|--|--|
| 74 | Additional Query | 41.Hosting/Cloud requirements | | | <p>The proposed Cloud should have Managed* security services-</p> <ol style="list-style-type: none"> 1. Web Application Firewall: Should provide a firewall that protects web applications from common web exploits. 2. DDoS Protection: Should provide DDoS protection for managed services endpoints (Cost should include DDoS Protection for upto 500 resources [500 Public IP addresses]). Can be used with CDN and provide comprehensive protection against all known infrastructure (Layer 3 and 4) attacks. Should provide always-on detection and automatic inline mitigations, minimize application downtime and latency. 3. Threat detection, Vulnerability Assessment: Should provide an automated security assessment service that improves the security and compliance Virtual Machines and Container Images for vulnerabilities or deviations from best practices. 4. Identity and Access Management - fine grained access control for access to cloud resources 5. Multi factor Authentication | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
|----|------------------|-------------------------------|--|--|--|--|

| | | | | | | |
|----|-----------------------|--|---|---|--|--|
| 75 | Addi onal Query | 41.Hosting/C loud requirement s | | | <p>The proposed Cloud should have Managed high performance cloud native NoSQL database services with</p> <ul style="list-style-type: none"> (i) Support petabytes of data and millions of read and write requests per second (ii) Should not require to provision, patch, manage server/software and should support built-in availability and fault-tolerance. (iii) Support for automatic scaling of tables for capacity (iv) Should support encryption at rest with Customer managed key (v) Should have ability to take automatic continuous backup of database with point-in-time recovery (vi) Database should have In-memory cache capability so that it can support micro-second response times | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 76 | Addi onal Query | 41.Hosting/C loud requirement s | | | <p>(i)Support for Online Database Migration for migrating from MySQL to MySQL, from PostgreSQL to PostgreSQL, and from MariaDB to MariaDB (ii) Support for Offline Database Migration Service for migrating from MySQL to MySQL, from PostgreSQL to PostgreSQL, and from MariaDB to MariaDB</p> | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 77 | 78 | 3 | The Bidder must have a turnover of Rs. 250 Crore or above each year from IT and IT enabled services (ITes) during the last 03 (three) financial years (s) (i.e.FY 2022-23,FY 2021-22, FY2020-21 | We request you to kindly relex as pr my suggestion. | <p>Please consider the revised clause as follows: The Bidder must have a turnover of Rs. 100 Crore each year from IT and IT enabled services (Ites) during the last 03 (three) financial Years (s) (i.e.FY 2022-23,FY2021-22,FY2020-21 or</p> | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|----|----|---|--|--|--|--|
| | | | | | As per GOI guidelines MSE are to be exempted from Turnover criteria. We request that please provide Turnover exemption for MSE. MSE companies are exempted from this clause. | |
| 78 | 78 | Annexure-V: ELIGIBILITY CRITERIA S. No. 4 | Bidder must have successfully completed at least one (01) software solution/project as SI covering implementation of HRMS and Finance & Accounting modules in Central or State Govt./ Central or State Govt owned Organizations/ PSU/Autonomous Bodies/ Public Sector Banks/ Public Sector Insurance Companies/ Public Sector Financial Institutions / CPSEs/Corporates having at least 100 users in the last five (05) Financial Years in India. For this requirement, bidder's experience shall be in the execution of IT projects/maintenance of IT projects and excluding consultancy services for the IT projects | As an OEM we bid directly and through SI partners. We request you to kindly allow experience of both Bidder and OEM to be included in the clause. Modification sought as under: Bidder / OEM should have experience in implementing the proposed Software Solution/Services with major features/ modules for at least 1 clients in India. | As an OEM we bid directly and through SI partners. We request you to kindly allow experience of both Bidder and OEM to be included in the clause. Modification sought as under: Bidder / OEM should have experience in implementing the proposed Software Solution/Services with major features/ modules for at least 1 clients in India. | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|----|----|----|--|--|---|---|
| 79 | 21 | i | Design, Development, Implementation and Maintenance of a comprehensive, structured, integrated and total software solution as a platform for managing and automating its internal activities including HRMS, Payroll management, Finance and Accounts and other ancillary modules for improving the efficiency and efficacy of these operations. | Kindly elaborate the how much modules under other ancillary modules. | Kindly elaborate Name of the modules which is required under other ancillary modules. | Please refer Appendix I: Functional Scope of Work |
| 80 | 21 | ii | Design and develop Mobile app for HRMS of PFRDA | Kindly elaborate the functionality required in Mobile. | Kindly elaborate the functionality required in Mobile (Module Name). | Mobile app to be developed for HRMS. Payroll view and submission of claims are also part of mobile app. |
| 81 | 21 | iv | Cloud size estimation and procurement of MeitY empanelled Cloud - III tier or above (Virtual private cloud/GCC) with Disaster Recovery (DR) Centre for hosting of the software solution. Such cloud-based solution should be hosted within the geographical boundaries of India. The solution shall be accessible through the intranet and should be accessible from anywhere through web VPN login. | How many concurrent users will use solution? | How many concurrent users will use provide solution, so we can calculate the size. | Please refer clause 9.16 Licensing of the RFP and Appendix I: Functional Scope of Work |

| | | | | | | |
|----|----|------|--|---|---|--|
| 82 | 22 | ix | The solution shall support auto alerts and reminders, integration of digital signature/e-sign, SMS and email gateway, payment gateway, multilevel authentication as per the design requirements of the modules. | Please clarify - how many SMS needed, what are the customer expectations, need etc. Please provide clarifications on how many SMS are anticipated, business threshold expected, technology in mind etc. | Kindly clarify who will bear the cost of SMS/ eMail gateway/ Payment gateway and approx. number of SMS required in a month. | The clause is modified as: The solution shall support auto alerts and reminders, integration of digital signature/e-sign, two factor authentication, integration with bank for the payment purpose as per the design requirements of the modules. Details about number of users and functional requirements are given in RFP. SI to anticipate number of SMS required accordingly and also bear the cost of SMS/ eMail gateway. |
| 83 | 22 | xiii | As Facility Management, from the date of start of warranty period till next one year, two (02) representatives from SI be present at PFRDA premises on all working days as nodal representative for the purpose of Facility management, software bug resolution, defect resolution in processes, databases, application or related software, helpdesk, training to the users, incident management, issue resolution etc. Apart from this, helpdesk through email and phone to be established and activated by selected SI on all working days till completion of the contract. | What will be the working hours of both (02) representatives in a day. | Kindly elaborate the working hours of both (02) representatives in a day. | As per the working hours of PFRDA |

| | | | | | | |
|----|-----|---|---|---|---|---|
| 84 | 23 | | The SI is expected to cover the following broad steps during execution of work as indicated below: Point 7. Data Migration | How many sources need to be migrated and what is the size of the data to be migrated. | Kindly elaborate the no. of sources need to be migrate and size of the data (MB/GB) to be migrated. | Please refer clause 8: Current Status of IT landscape of the RFP. Approx 2 GB for Tally Prime Gold and Mannual records on paper for F&A. ITSM data is less than 1 GB. Other sources are registers, physical files etc. in paper/ physical form. |
| 85 | 52 | 29 | 29. Consortium Consortium is not permitted in this bid; however, the Bidder may engage/take services from OEM for the purpose of license software/tools and CSP for the purpose of hosting of the application on MeitY empanelled GCC/ VPC. | SI, OEM, Cloud partners three parties | Please allow consortium of these three and allow Credentials of OEM to be used by SI | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 86 | 112 | Annexure-XIV: FUNCTIONAL REQUIREMENT PROCESS DOCUMENT | | What are the legacy systems & features currently used ex. Attendance, Leave, Finance | | As regards to HR, the entire data is in paper/physical form which needs to be migrated to automated system. Please refer clause 8: Current Status of IT landscape of the RFP |
| 87 | 112 | Annexure-XIV: FUNCTIONAL REQUIREMENT PROCESS DOCUMENT | | Provide approx. size of data storage including Database + Document/Scanned copy | | Please refer Clause 8: Current Status of IT landscape of the RFP. Approx 2 GB for Tally Prime Gold and Manual records on paper for F&A. ITSM data is less than 1 GB. Other data in manual form. |
| 88 | 112 | Annexure-XIV: FUNCTIONAL REQUIREME | | What are the integrations required with external systems. | | Please refer Clause 8: Current Status of IT landscape of the RFP |

| | | | | | | |
|----|-----|--|--|---|--|--|
| | | NT PROCESS DOCUMENT | | | | |
| 89 | 112 | Annexure-XIV: FUNCTIONAL REQUIREMENT PROCESS DOCUMENT | | Mobile App is required only for HRMS or expected for other modules like Finance, Admin etc. | | Mobile app is required for HRMS. Mobile app to be developed for HRMS. Payroll view and submission of claims are also part of mobile app. |
| 90 | 112 | Annexure-XIV: FUNCTIONAL REQUIREMENT PROCESS DOCUMENT | | Mobile App is expected to implement all features that are available on the Web or only a most needed subset | | Mobile app is required for HRMS. Mobile app to be developed for HRMS. Payroll view and submission of claims are also part of mobile app. |
| 91 | 112 | Annexure-XIV: FUNCTIONAL REQUIREMENT PROCESS DOCUMENT | | Do any of the features require AI capability like Text extraction from scanned image/doc | | This is not part of Scope of work |
| 92 | 112 | Annexure-XIV: FUNCTIONAL REQUIREMENT PROCESS DOCUMENT | | Bidders are open to use propriety solution, COTS/MOTS products, bespoke development. Is there any specific preference? | | There is no specific preference |
| 93 | 82 | Annexure-VI: TECHNICAL EVALUATION PARAMETERS, Criteria 3 | Basis for valuation (Max Marks): Para: Two client references (Maximum marks-4.5 each) where similar Scope of work (HRMS and F&A) project has been implemented by the | It is requested to clarify if the two client references asked in this paragraph here has any caveat of Financial Years. | The e-governance and transformative projects are of large durations. So, it is requested that this criterion should be kept open and not restricted to any financial year. | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|----|---------------|---|--|---|---|--|
| | | | bidder as SI- Maximum marks-09 | | | |
| 94 | 52 | 30.Subcontracting | As per scope of this RFP, sub-contracting is not permitted | Is that CSP/MSP 3rd party sub-contracting not allowed | Allow sub-contracting for CSP and MSP | Please refer clause 29: Consortium of the RFP |
| 95 | 61 236 | 41.5 Disaster Recovery & Business Continuity Requirements Other Conditions | . SI is responsible for Disaster Recovery Services so as to ensure continuity of operations in the event of failure of primary data center to meet the RPO and RTO requirements of the Authority. RTO (Recovery Time Objective):- Up to 120 minutes RPO (Recovery Point Objective):- Upto 30 minutes | What will be final RTO/RPO Applicable | Standard supported RTO 30 Mins. and RPO 2 hrs to update | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 96 | 230 | APPENDIX-V: INDICATIVE SERVICE LEVEL AGREEMENT (SLA) AND LIQUIDATED DAMAGES | The purpose of this SLA is to clearly define the service level standards in terms of quality and timelines to be provided by SI and further enforce it on SI. SLA in this project shall be in effect for the entire contract period. | Confirm the DC - DRC VMs / Cloud Service SLAs | Please update the RFP with (Non_HA) VM Level 99.5% (With HA) VM Level 99.9% | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|-----|----|--|--|---|--|---|
| 97 | 62 | 41.6 Security Requirements | The Virtual Private Cloud/GCC Services shall be fully secure with no scope of data breach/leaks/thefts/data mining/privacy breach etc. It would be SI responsibility that all the relevant security layers are deployed. SI should also ensure that CSP is also fulfilling all its responsibility. | Is that Primary Data Centre Security tools and same security services to be extend for DRC Or separate Security cloud services required for DRC | | SI to do the needful which fulfils the conditions of the clause |
| 98 | 66 | 41.8 Managed Services Requirements | Backup Services i. The SI should configure, schedule and manage backups of all the data including but not limited to files, folders, images, system state, databases and applications | Assuming no separate Backup is not required for DRC, only Primary DC- 100% replica of data required at DRC | | SI to do the needful which fulfils the conditions of the clause |
| 99 | 31 | 9.8 Implementation | The SI will ensure a mirror copy of the Production site is replicated in the Disaster Recovery (DR) site. DC and DR will be in Active-passive mode. | is that 100% compute is required with always up and running for DRC from Active-passive mode Or update the requirement VMs etc. at DRC | | SI to do the needful which fulfils the conditions of the clause |
| 100 | 83 | Annexure-VI: TECHNICAL EVALUATION PARAMETERS | Key Manpower & Deployment Plan: Note: Resume of Key Human Resource Manpower (Project Head, Solution Architect, Project Manager, Security Architect, Functional Lead) to be submitted as per the following format. | For DC and DRC Manage service can we provide the remote support service or on-prem Dedicated resources are required | | DC and DR manage service is responsibility of SI |

| | | | | | | |
|-----|-----|-------------------------|-------------------------|--|---|---|
| 101 | 267 | Appendix-VII, Clause 29 | Limitation of Liability | | <p>Bidder proposes following clause: Notwithstanding anything contained in the RFP or any other place, the Bidder shall not be liable for any indirect, incidental, consequential, special exemplary or punitive damages or for any loss of profit, loss of data, loss of business / revenue, loss of goodwill, loss of customer, cost of purchasing replacement services for any reason whatsoever. Further, in case of service related matters the sole liability of the Bidder and sole remedy of Customer shall be the limited to the applicable credit allowance and / or right to terminate the contract as mentioned in the applicable service schedule. For any other loss or damage, the overall liability of the Bidder shall be capped to twelve (12) months of charges collected by the Bidder pursuant to the applicable order giving rise to the said liability.</p> | <p>Respective terms and conditions as mentioned in the RFP need to be adhered to.</p> |
|-----|-----|-------------------------|-------------------------|--|---|---|

| | | | | | | |
|-----|-----|-------------------------|--|--|---|--|
| 102 | 269 | Appendix-VII, Clause 33 | Intellectual Property Rights and ownership | | <p>The Bidder proposes the following clause:</p> <p>(i) PFRDA is and shall remain exclusively entitled to all right and interest in and to all PFRDA's Technology, and SI is and shall remain exclusively entitled to all right and interest in and to all SI Technology. PFRDA shall not, directly or indirectly, reverse engineer, de-compile, disassemble or otherwise attempt to derive source code or other trade secrets from SI Technology.</p> <p>(ii)Ownership of any and all intellectual property rights in any SI-Provided CPE, software, operating manuals and associated documentation, made available as part of any service or otherwise generated by or for SI in connection with this Agreement, shall remain the property of SI or its licensors. SI will grant the PFRDA a personal, non-transferable and non-exclusive license to use and to permit its End-Users to use, in object code form, all software and associated written and electronic documentation and data furnished by SI pursuant to this Agreement (“Software”), solely as necessary for receipt of the service and solely in accordance with this Agreement and the applicable written and electronic documentation.</p> | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 103 | 272 | Appendix-VII, Clause 35 | Indemnities | | Bidder's request that the overall liability shall be limited to immediately preceding 12 months of charges collected by the Bidder under the order in which the liability has arisen. Further Bank's sole | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|-----|----|---|--|--|---|--|
| | | | | | remedy and the Bidder sole liability for any service related matters shall remain limited to applicable liquidated damages/penalties imposed by Customer under this RFP. | |
| 104 | 78 | Annexure-V: ELIGIBILITY CRITERIA S. No. 3 | <p>The Bidder must have a turnover of Rs. 250 crore or above each year from IT and IT enabled services (ITeS) during the last 03 (three) financial year(s) (i.e. FY 2022-23, FY 2021-22, FY 2020-21</p> <p>*In case, the company/LLP operates on calendar year, the audited statements will be required for calendar years 2020, 2021 and 2022.</p> <p>Note: For the purpose of this criterion, turnover should be from application development/ implementation/ maintenance excluding equipment licensing, consulting. Also, turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.</p> | As per GOI guidelines the Turnover for MSE should be exempted. | <p>As per GOI guidelines MSE are to be exempted from Turnover criteria.</p> <p>We request that please provide Turnover exemption for MSE.</p> <p>MSE companies are exempted from this clause.</p> | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|-----|----|--|--|---|--|--|
| 105 | 78 | Annexure-V: ELIGIBILITY CRITERIA S. No. 4 | Bidder must have successfully completed at least one (01) software solution/project as SI covering implementation of HRMS and Finance & Accounting modules in Central or State Govt./ Central or State Govt owned Organizations/ PSU/Autonomous Bodies/ Public Sector Banks/ Public Sector Insurance Companies/ Public Sector Financial Institutions / CPSEs/Corporates having at least 100 users in the last five (05) Financial Years in India. For this requirement, bidder's experience shall be in the execution of IT projects/maintenance of IT projects and excluding consultancy services for the IT projects | As an OEM we bid directly and through SI partners. We request you to kindly allow experience of both Bidder and OEM to be included in the clause. Modification sought as under: Bidder / OEM should have experience in implementing the proposed Software Solution/Services with major features/ modules for at least 1 clients in India. | As an OEM we bid directly and through SI partners. We request you to kindly allow experience of both Bidder and OEM to be included in the clause. Modification sought as under: Bidder / OEM should have experience in implementing the proposed Software Solution/Services with major features/ modules for at least 1 clients in India. | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 106 | 21 | i | Design, Development, Implementation and Maintenance of a comprehensive, structured, integrated and total software solution as a platform for managing and automating its internal activities including HRMS, Payroll management, Finance and Accounts and other ancillary modules for improving the efficiency and efficacy of these operations. | Kindly elaborate the how much modules under other ancillary modules. | Kindly elaborate Name of the modules which is required under other ancillary modules. | Kindly refer to indicative FRS given in the RFP |

| | | | | | | |
|-----|----|----|--|---|---|---|
| 107 | 21 | ii | Design and develop Mobile app for HRMS of PFRDA | Kindly elaborate the functionality required in Mobile. | Kindly elaborate the functionality required in Mobile (Module Name). | Mobile app is required for HRMS. Mobile app to be developed for HRMS. Payroll view and submission of claims are also part of mobile app. |
| 108 | 21 | iv | Cloud size estimation and procurement of MeitY empanelled Cloud - III tier or above (Virtual private cloud/GCC) with Disaster Recovery (DR) Centre for hosting of the software solution. Such cloud-based solution should be hosted within the geographical boundaries of India. The solution shall be accessible through the intranet and should be accessible from anywhere through web VPN login. | How many concurrent users will use solution? | How many concurrent users will use provide solution, so we can calculate the size. | Please refer Appendix I: Functional Scope of Work |
| 109 | 22 | ix | The solution shall support auto alerts and reminders, integration of digital signature/e-sign, SMS and email gateway, payment gateway, multilevel authentication as per the design requirements of the modules. | Please clarify - how many SMS needed, what are the customer expectations, need etc. Please provide clarifications on how many SMS are anticipated, business threshold expected, technology in mind etc. | Kindly clarify who will bear the cost of SMS/ eMail gateway/ Payment gateway and approx. number of SMS required in a month. | The clause is modified as: The solution shall support auto alerts and reminders, integration of digital signature/e-sign, two factor authentication, integration with bank for the payment purpose as per the design requirements of the modules. Details about number of users and functional requirements are given in RFP. SI to anticipate and bear cost for two factor authentication. |

| | | | | | | |
|-----|----|------|--|---|---|--|
| 110 | 22 | xiii | As Facility Management, from the date of start of warranty period till next one year, two (02) representatives from SI be present at PFRDA premises on all working days as nodal representative for the purpose of Facility management, software bug resolution, defect resolution in processes, databases, application or related software, helpdesk, training to the users, incident management, issue resolution etc. Apart from this, helpdesk through email and phone to be established and activated by selected SI on all working days till completion of the contract. | What will be the working hours of both (02) representatives in a day. | Kindly elaborate the working hours of both (02) representatives in a day. | It is as per working hours of PFRDA |
| 111 | 23 | | The SI is expected to cover the following broad steps during execution of work as indicated below: Point 7. Data Migration | How many sources need to be migrated and what is the size of the data to be migrated. | Kindly elaborate the no. of sources need to be migrate and size of the data (MB/GB) to be migrated. | Please refer clause 8: Current Status of IT landscape of the RFP |
| 112 | 52 | 29 | 29. Consortium Consortium is not permitted in this bid; however, the Bidder may engage/take services from OEM for the purpose of license software/tools and CSP for the purpose of hosting of the application on MeitY empanelled GCC/ VPC. | SI, OEM, Cloud partners three parties | Please allow consortium of these three and allow Credentials of OEM to be used by SI | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|-----|----|-----------------------|---|---|--|--|
| 113 | 16 | 5. Schedule of Events | RFP Document Fee Rs. 25,000/- (Rupees Twenty-five thousand only) plus GST as applicable. RFP document fee to be submitted in the form of Demand Draft or Banker's Cheque drawn in favour of PFRDA | MSE should be exempted for the same. | As per GOI guidelines MSE are to be exempted from payment of Tender document fees and EMD. We request that: MSE companies be exempted from paying document fees. | The following clause has been added in RFP: MSE are exempted from payment of Tender document fees and EMD. They need to submit documentary evidence for the same. |
| 114 | 17 | 5. Schedule of Events | Earnest Money Deposit (EMD) Rs.30,00,000/- (Rupees Thirty lakhs only) EMD should be submitted along with the bid in the form of a Bank Guarantee (BG) issued by a Scheduled Commercial bank which should be valid upto 180 days from the due date of bid submission. | MSE should be exempted for the same. | As per GOI guidelines MSE are to be exempted from payment of Tender document fees and EMD. We request that: MSE companies be exempted from paying EMD. | The following clause has been added in RFP: MSE are exempted from payment of Tender document fees and EMD. They need to submit documentary evidence for the same. |
| 115 | 17 | 5. Schedule of Events | Bank Guarantee - 10% of the total Contract value. Performance Security to be submitted by successful bidder/SI in the form of a bank guarantee (BG), issued by a Scheduled Commercial bank which should be valid upto 180 days from the date of completion of the contract from successful Bidder. The BG may need to be extended | Request the customer to pls reduce the PBG to 3% of Total contract value excluding GST. | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|-----|----|-----------------------------------|---|---|---|--|
| | | | accordingly depending on the extension of the Contract period | | | |
| 116 | 20 | 8. Current Status of IT landscape | iv. Bio-Metric attendance system- to be integrated with the proposed system | <p>A. Please provide the detailed information about the existing Bio-Metric attendance system for us to assess its Integration with the proposed system. The details required are Make, Model, Software version, number of enrolled employees etc. to name a few.</p> <p>B. What are the integration mechanisms available in this Bio-metric attendance system.</p> | Any required integration should be API based since they are secure, stable and easily manageable. | <p>Facial Reader (Biometric Attendance System) installed in PFRDA is off the shelf, standalone system.</p> <p>Make and Model – Hikvision facial reader</p> <p>b) Technical Details- Communication software with Sql Database</p> |
| 117 | 20 | 8. Current Status of IT landscape | v. Currently, the NIC Cloud is being leveraged for hosting the websites – pfrda.org.in (PFRDA website) and pensionsanchay.org.in (PFRDA microsite), RP portal (Portal for Retirement Advisors) and e-office (File Management System from NIC) is hosted on NIC data Centre. | What are the current challenges being faced with NIC as a Cloud hosting provider? This input is desired to ensure the new Cloud Service Provider doesn't have the same issues / constraints. | | Bidder to propose the optimal solution |

| | | | | | | |
|-----|----|------------------|---|--|---|---|
| 118 | 20 | 8 (i) | Eoffice, a software solution provided by NIC, has an e-File and Collaborative tool for Knowledge Management module that is used mainly for file management and Document Management. E-office will be continued as File Management System. | Does the bidder need to integrate with NIC eOffice system ? If yes, then what are events of integrations? | | Please refer Clause 8: Current Status of IT landscape of the RFP |
| 119 | 21 | 9. Scope of Work | iii. Design and develop Mobile app for HRMS of PFRDA | A. What is the specific scope for Mobile app. The detailed scope for this is missing, Bidder requests tencho-functional scope to be provided. B. Does the bidder need to develop Native Mobile Apps or Hybrid Mobile App will suffice ? | Hybrid Mobile App is the best option | Bidder to propose the optimal solution |
| 120 | 22 | 9 Scope of Work | The solution shall support auto alerts and reminders, integration of digital signature/e-sign, SMS and email gateway, payment gateway, multilevel authentication as per the design requirements of the modules. | Please confirm our understanding that the SI is only responsible for the integration with the following components, the department will be responsible for all other costs (CAPEX and OPEX) of the below components 1. SMS 2. email gateway 3. payment gateway 4. DSC/e-sign | The Si should only be responsible for integration. These components should be procured by the department (including OPEX) | PFRDA's users have DSC, all other requirements related to the two-factor authentication to be borne by SI |
| 121 | 22 | 9 Scope of Work | All security requirements such as security audit clearance certificate from CERT-IN empanelled vendor, VAPT shall be responsibility of SI. | Please specify the frequency of these audits | Ideally, the audit should be done once before go-live and then after every year. | Security audit before go-live of the project, Annual audit during the warranty period and AMC is responsibility of SI and expenditure to be borne by SI only. |

| | | | | | | |
|-----|----|-----------------|--|--|--|--|
| 122 | 22 | 9.Scope of Work | ix. The solution shall support auto alerts and reminders, integration of digital signature/e-sign, SMS and email gateway, payment gateway, multilevel authentication as per the design requirements of the modules. | A) Kindly confirm whether the department is using any existing hardware crypto token devices and e-sign services and Bidder will be only responsible for the integration with the application. B)Kindly provide the total no. of user using digital signature/e-sign. Also please confirm the no. of transaction? | | All PFRDA users have DSC. Any other requirement as per the scope of work of RFP to be fulfilled by SI. |
| 123 | 22 | Scope of Work | ix. The solution shall support auto alerts and reminders, integration of digital signature/e-sign, <u>SMS and email gateway</u> , payment gateway, multilevel authentication as per the design requirements of the modules. | Please suggest whether there is any existing SMS gateway with which the proposed system is required to be integrated. If not, please provide volumetric for the SMS gateway on per day / week / month / yearly basis to work out the commercials. Also, pls confirm if this is a push notification-based SMS gateway? | | The clause is modified as: The solution shall support auto alerts and reminders, integration of digital signature/e-sign, two factor authentications, integration with bank for the payment purpose as per the design requirements of the modules, functional requirements and other information provided in this document. Such integrations and components of such integrations (e.g sms, email gateway, monthly sms, etc.) are to be considered a part of the solution, at not separate cost to PFRDA. |

| | | | | | | |
|-----|----|------------------|---|--|--|--|
| 124 | 22 | Scope of Work | ix. The solution shall support auto alerts and reminders, integration of digital signature/e-sign, SMS and email gateway , payment gateway, multilevel authentication as per the design requirements of the modules. | Please suggest whether there is any existing Email gateway with which the proposed system is required to be integrated. If so, pls share the details. | | PFRDA is using email services provided from NIC. All other related aspects are responsibility of SI. |
| 125 | 22 | Scope of Work | ix. The solution shall support auto alerts and reminders, integration of digital signature/e-sign, SMS and email gateway , payment gateway, multilevel authentication as per the design requirements of the modules. | Is this only for push notification-based email service? If not, please provide user count for the Email gateway along with per user mailbox quota, archival policies etc? | | Push notification-based email service is required |
| 126 | 22 | 9. Scope of Work | viii. Bidders are open to use propriety solution, COTS/MOTS products, bespoke development. In case of using open source, it has to be Enterprise supported. | There are some Open Source Software (OSS) software (for eg. OSS DevOps tools), which are used across the industry and where enterprise support is not available. Please allow us to use OSS with support from Bidder's centre of excellence (COE). | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 127 | 22 | 9. Scope of Work | ix. The solution shall support auto alerts and reminders, integration of digital signature/e-sign, SMS and email gateway, payment gateway, multilevel authentication as per the design requirements of the modules. | please confirm if PFRDA will provision and will bear any cost associated with SMS, Payment and eMail gateway. | | The clause is modified as: The solution shall support auto alerts and reminders, integration of digital signature/e-sign, two factor authentication, integration with bank for the payment purpose as per the design requirements of the modules, functional requirements and other information provided in this document. Such |

| | | | | | | |
|-----|----|--------------------------------|---|---|---|--|
| | | | | | | integrations and components of such integrations (e.g sms, email gateway, monthly sms, etc.) are to be considered a part of the solution, at not separate cost to PFRDA. |
| 128 | 22 | 9 (xi) | The solution to be developed with Agile methodology in the manner that from fifth month, processes as given in functional scope of work of this RFP to be live based on sprints and complete project to be implemented within nine (09) months. SI to design solution architecture accordingly. | Considering the scope of the solution, the timeline can be estimated to 12-14 Months while agile based methodology can be adopted to make modules live from 8th month | Considering the scope of the solution, the timeline can be estimated to 12-14 Months while agile based methodology can be adopted to make modules live from 8th month | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 129 | 25 | 9.4 Development /Customization | v. The bidder should provide proper documentation for developers, including API documentation, SDKs (Software Development Kits), and code samples to facilitate integration with third-party systems or future enhancements. | Please specify the name of the systems to be integrated with and the total number of integrations envisaged for PFRDA PINTRA. | | Please refer Clause 8: Current Status of IT landscape of the RFP |
| 130 | 26 | 9.5 Deployment | i. SI should ensure that product vendor (OEM) of the proposed Platform has reviewed and certified all the Customizations / Configurations / (3rd) Third party integration before deployment at PFRDA. Such OEM Certification to be submitted to PFRDA. | It is not practical to ask all the OEMs to certify the solution since SI is the owner of the entire solution, implementation of OEM components and will be responsible to fulfill all the contractual agreements. | Please remove this clause from Section 9.5, 9.6.2 and from other sections | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|-----|----|-------------------------------------|---|--|---|--|
| 131 | 27 | 9.5 Deployment | Staging, development and production environment to be kept separately. | 1. Please specify what all non-production environments are required to be provisioned. 2. Please specify the size and architecture of these non-production environments vis-à-vis that of production environment. | These details are needed to size the system accurately. | Bidder to propose the Solution architecture. |
| 132 | 29 | 9.6.4 User acceptance testing (UAT) | ix. UAT will be firstly done from department/offices of PFRDA and later by a third party if PFRDA so desires. | The third Party UAT related expenses will be directly borne by PFRDA. Please confirm. | | Yes, the third Party UAT related expenses will be directly borne by PFRDA. |

| | | | | | | |
|-----|----|-------------------------------------|--|---|--|--|
| 133 | 29 | 9.6.4 User acceptance testing (UAT) | <p>i. The SI will develop procedure and acceptance criteria for UAT for PFRDA approval prior to start of the UAT phase. The purpose of this acceptance is to ensure conformance to the required operations, response times, and integrity of the software after installation, and to eliminate any operational bugs. ii. A critical criterion for UAT would be the validation and conformance of solution in terms of details captured in the Technical design document. iii. UAT shall be carried out before Go-Live at site as per approved procedure and the test reports shall be signed off. iv. At the satisfactory conclusion of these acceptance tests, the implementation of the software shall be considered complete for Go-live. The UAT must carryout at PFRDA location. v. The SI is required to submit a report demonstrating successful completion of testing. vi. Any deviations/ discrepancies/ errors observed during the testing phase will have to be resolved by the SI. Any exceptions will have to be documented and signed off by PFRDA. vii. The SI is expected to make all necessary modifications to the solution, customizations, interfaces, etc., if there are performance issues or errors identified during testing, it will have to be</p> | <p><u>Kindly amend the below clause as:</u></p> <p><u>PFRDA will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure) as per the schedule presented in the accompanying Technical Proposal. The application software (if any) will be delivered/installed for acceptance to PFRDA as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of PFRDA. PFRDA will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of the Acceptance Testing of the software. The acceptance testing will be based on the test cases provided by PFRDA . SI will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by PFRDA, will</u></p> | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
|-----|----|-------------------------------------|--|---|--|--|

rectified and subsequent patches/ versions will also have to be tested. viii. The SI shall set up and maintain a test server, install the base/customized application, or developed software and parameterize and upload test data into the test server. The SI shall also provide the test scenarios and the test cases for review to PFRDA. ix. UAT will be firstly done from department/offices of PFRDA and later by a third party if PFRDA so desires. x. The SI shall be responsible for maintaining appropriate program change control and version control for all the modifications/ enhancements carried out during the implementation/ testing phases. xi. SI is expected to provide details of the testing strategy, testing approach, teams responsible for the entire activity (implementation/testing phases).

be notified to SI in writing not later than two (2) weeks of delivery. SI will correct the defects that are a deviation from the baseline immediately following the acceptance, whichever is later. PFRDA will confirm acceptance in writing to SI. The PFRDA shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by PFRDA if the PFRDA (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT). Reworking of defects shall

be at the cost of SI provided the defects are for reasons solely and entirely attributable to the SI, in all other cases it shall be to the account of the PFRDA. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Change Request documents under the Change Management Procedure described herein. Items reported through the Change Management Procedure will be dealt with separately.

| | | | | | | |
|-----|----|--------------------|--|--|--|--|
| 134 | 30 | 9.7 Data Migration | i. SI will be completely responsible for end to end Data Migration from Legacy System. | Please provide the following information 1. Please provide the amount of data that has to be migrated (seperately structured and un-structured). 2. In case of structured data, please provide the number of tables and the average number of attributes in each table which needs to be migrated. 3. In case of unstructured data, please provide the types (formats) of the files which has to be migrated. 4. Please confirm that scanning of legacy documents is not in scope of this RFP. | | Please refer Clause 8: Current Status of IT landscape of the RFP.Approx 2 GB for Tally Prime Gold and Mannual records on paper for F&A. ITSM data is less than 1 GB. |
| 135 | 30 | 9.7 Data Migration | SI will be completely responsible for end to end Data Migration from Legacy System. | Please provide more details on the volume / size, formats, systems where this data resides etc in detail to assess the data migration related efforts and tools which shall be required. | | Please refer Clause 8: Current Status of IT landscape of the RFP.Approx 2 GB for Tally Prime Gold and Mannual records on paper for F&A. ITSM data is less than 1 GB. |
| 136 | 30 | 9.7 Data Migration | v. It is bidder's responsibility to work with respective data owners in PFRDA to verify and obtain approvals for all the data transformed and further ensure its quality, accuracy, integrity, and completeness. | We assume that respective data owners shall be located in one location / premise. Kindly confirm as this will involve efforts and hence costs. | | The respective data owners are located in one location / premise. |

| | | | | | | |
|-----|----|--------------------|--|--|---|---|
| 137 | 30 | 9.7 Data Migration | 9.7 Data Migration | What are the sources of data to be migrated. Please specify the system names, their function and underlying technology, Type of data (structured, semi-structured and unstructured) and size of data. | This information is required to assess the data migration effort. | Please refer Clause 8: Current Status of IT landscape of the RFP. Approx 2 GB for Tally Prime Gold and Manual records on paper for F&A. ITSM data is less than 1 GB. |
| 138 | 31 | 9.9 Training | i. SI should provide trainings to PFRDA's officials for using and managing the proposed solution, which will include end user, technical and system Administration training. | Please provide the information - 1. How many officials have to be trained at each stage of the project. 2. What all categories of training is to be imparted apart from the normal user training. 3. Please confirm that ALL the training will be conducted at a central location (in Delhi). In case the trainer have to travel, then travel, boarding and lodging cost will be borne by the department. 4. All trainings will be imparted in English. 5. Only soft copies of the training material will be distributed. | | Number of users are provided in the RFP. Respective Officers have to be trained at each stage of the project. Please refer Clause 9.9 Training of the RFP. All the trainings will be conducted in Delhi only. |
| 139 | 31 | 9.9 Training | i. SI should provide trainings to PFRDA's officials for using and managing the proposed solution, which will include end user, technical and system Administration training. | 1. Please specify - mode of training (physical, virtual, Instructor Led, Virtual etc), number of users to be trained, number of days for a training. 2. Please confirm that all the infrastructure required for training to be conducted will be provided by PFRDA. | | Mode of training will be physical and virtual both. Please refer Clause 9.9 Training of the RFP. |

| | | | | | | |
|-----|----|--------------------------|--|--|---|---|
| 140 | 32 | 9.11 Post Implementation | <p>i. SI should provide 90 days of hand holding support post Go-Live considered as stabilization period. Resource(s) should be deployed at PFRDA to carry out solution demonstration to end user, user management, requirement gathering for any future enhancements or change requests and gather inputs for any issues in application faced by the users and communicating the same to SI's offsite team. ii. Only Upon satisfactory performance of application post stabilization, only PFRDA will give acceptance on the implementation of the project and issue Completion Certificate. Satisfactory completion of project within the specified timelines shall be an essential condition to the contract, to be implemented by the SI.</p> | <p><u>Kindly amend the below clause as:</u></p> <p>i. SI should provide 90 days of hand holding support post Go-Live considered as stabilization period. Resource(s) should be deployed at PFRDA to carry out solution demonstration to end user, user management, requirement gathering for any future enhancements or change requests and gather inputs for any issues in application faced by the users and communicating the same to SI's offsite team. ii. Only Upon satisfactory performance <u>delivery</u> of application post stabilization <u>as per the agreed milestone</u>, only PFRDA will give acceptance on the implementation of the project and issue Completion Certificate. Satisfactory completion of project within the specified timelines shall be an essential condition to the contract, to be implemented by the SI.</p> | <p>Use of word "Satisfactor" is very subjective, hence request for removal.</p> | <p>Respective terms and conditions as mentioned in the RFP need to be adhered to.</p> |
|-----|----|--------------------------|--|--|---|---|

| | | | | | | |
|-----|----|------------------|---|---|--|---|
| 141 | 32 | 9.12 Warranty | <p>i. It would be mandatory on the SI to provide a Warranty for one (1) year for the solution to be developed by it. The Warranty period would commence from the date of issue of Completion Certificate by PFRDA, upon satisfactory completion of work by SI ii. During the Warranty period the SI would be required to implement all necessary modifications such as solution version updates, upgrades, technology refreshes, patches, bug fixes, changes in the application or any other support as and when required at no extra cost for the entire proposed solution and components used. Implementation cost for the same to be borne by the SIs and must be included in the Financial Bid. iii. SI should bring to notice of PFRDA all release / version change. SI shall obtain a written permission from PFRDA before applying any of the patches / upgrades / updates in UAT or live environment. iv. Support (Warranty/ AMC) would be comprehensive in nature and must have back-to-back support from the OEM/Service Provider. Service Provider/OEM will warrant products/services against defects arising out of faulty design etc. during the specified support period.</p> | <p><u>Kindly amend the below clause as:</u></p> <p><u>SI shall warrant that the delivered software meets the requirements as specified in the detailed specifications. This warranty shall remain valid for three (3) months after the acceptance of the software by the PFRDA or three (3) months after the delivery of the software, whichever is earlier. PFRDA shall promptly notify SI in writing of any 'defect' in the software arising due to the reasons solely and entirely attributable to SI under this warranty. Upon receipt of such notification, SI shall remove the 'defect' in the application software. The scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by the PFRDA. Warranty shall not cover any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against approved Specifications. The above mentioned warranty shall also not apply if there is any (i) combination,</u></p> | | <p>Respective terms and conditions as mentioned in the RFP need to be adhered to.</p> |
|-----|----|------------------|---|---|--|---|

operation, or use of some or all of the deliverables or any modification thereof furnished hereunder with information, software, specifications, instructions, data, or materials not approved by SI and operation of the deliverables on incompatible hardware not recommended by SI; (ii) any change, not made by SI, to some or all of the deliverables; or (iii) if the deliverables have been tampered with, altered or modified by the PFRDA without the written permission of SI; or (iv) defects in components or materials provided to SI by PFRDA in connection with the preparation of the deliverable. In case of breach of this warranty, PFRDA's exclusive remedy will be to obtain (1) the re-performance of the service or the correction or replacement of any service deliverable that provides substantially similar functionality or (2) if both parties mutually determines that such remedies are not practicable, a refund of the fees allocable to that part of the deliverable will be due to the PFRDA if already paid by the

PFRDA. EXCEPT AS SET FORTH IN THIS AGREEMENT, SI MAKES NO WARRANTIES TO PFRDA, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY THE SI.

| | | | | | | |
|-----|----|-----------------|--|--|--|--|
| 142 | 35 | 9.15 Hardware | Prospective Bidders have to estimate for VMs and other related hardware/other components which ensures a standardized IT environment at the Cloud as per the Government cloud adoption guidelines and PFRDA requirements. | Please confirm that endpoint Hardware and system software is not in scope | Endpoint Hardware and System software should not be in scope | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 143 | 35 | 9.15 Hardware | 9.15 Hardware Prospective Bidders have to estimate for VMs and other related hardware/other components which ensures a standardized IT environment at the Cloud as per the Government cloud adoption guidelines and PFRDA requirements. | We understand that the Cloud size estimation and procurement of MeitY empanelled Cloud - III tier or above (Virtual private cloud/GCC) with Disaster Recovery (DR) Centre for hosting of the software solution are to be done end to end by bidder. Please confirm on our understanding. | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 144 | 35 | 9.Scope of Work | ii. The total number of proposed solution users is expected to be around 120+ users with 120 concurrent users and annual growth of 10% in concurrent users. Actual employee data is provided in Functional Scope of work in this RFP. However, the number of users is subject to change thus it is expected that OEM's –Solution must offer nonuser based/unlimited licenses. The right to use the software will be across PFRDA Locations/Offices/Departments . | As per RFP statement, "Solution must offer nonuser based/unlimited licenses" which may not be applicable for some solution such as IAM, PIM/PAM etc. As some of the solution licensing have been done on user count. Request to change the clause. | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|-----|----|---|---|---|---|---|
| 145 | 36 | 9.16 Licensing | <p>ii. The total number of proposed solution users is expected to be around 120+ users with 120 concurrent users and annual growth of 10% in concurrent users. Actual employee data is provided in Functional Scope of work in this RFP. However, the number of users is subject to change thus it is expected that OEM's –Solution must offer nonuser based/unlimited licenses. The right to use the software will be across PFRDA Locations/Offices/Departments .</p> | <p>As per RFP : the total number of proposed solution users is expected to be around 120+ users with 120 concurrent users and annual growth of 10% in concurrent users</p> <p>There seems to be some mistake here. Please you please confirm on the use base.</p> | <p>Concurrency is approx. 10% of the overall user base.</p> | <p>Respective terms and conditions as mentioned in the RFP need to be adhered to. I145:I152</p> |
| 146 | 37 | 9.Scope of Work 9.17 System & Security Audit | <p>Before live implementation of the software solution in production system, the SI with the approval of PFRDA shall appoint a CERT-IN empanelled Software Audit firm for the audit of the Software solution. The selected vendor without any extra charge should comply with all audit points raised by the Software Auditor and resolve the audit observation for security and VAPT.</p> | <p>Kindly confirm the frequency and periodicity of 3rd Party Security audit and VAPT to be conducted ?</p> | | <p>Security audit before go-live of the project, Annual audit during the warranty period and AMC is responsibility of SI. Expenditure to be borne by SI only.</p> |
| 147 | 40 | 11. Payment Terms | <p>vi. Terms of payment indicated in the Contract that will be signed between PFRDA and the SI will be final and binding on the SI and no interest will be payable by PFRDA on outstanding amounts under any circumstances.</p> | <p>Kindly amend the clause to read as - terms of payment indicated in the Contract that will be signed between PFRDA and the SI will be final and binding on the SI. However, any</p> | | <p>Respective terms and conditions as mentioned in the RFP need to be adhered to.</p> |

| | | | | | | |
|-----|----|----|------------------|---|---|--|
| | | | | payment due and not paid within 30 days from date of invoice will attract penal interest @ 2% per month or part thereof. | | |
| 148 | 40 | 12 | Taxes and duties | As expected the price can be quoted inclusive of all taxes except GST existing as on date of bid submission. However, if any new tax introduced during the term of the contract and same applicable on the supply made by the bidder under this bid then same allowed to be passed on to PFRDA. | We suggest following clause to be included in clause 12. "In the event any new levy such as CESS made applicable on direct transaction between Bidder and Buyer, then same shall be passed onto the Buyer. For claiming any change in price due to such Statutory variation, the Bidder shall have to provide supporting document or relevant Government notifications to Buyer. Buyer shall issue necessary amendment in the contract" | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|-----|----|-------------------|---|--|--|--|
| 149 | 40 | 11. Payment terms | <p>i. Payment will be made only upon satisfactory completion of Milestone as defined at Annexure-IX, submission of proper Invoice from the SI and approval of Authority on the same. ii. PFRDA will make payment within thirty (30)working days. iii. Any delay in achievement of milestones/ deliverables/ activities from SI shall automatically result in delay in payment from PFRDA. iv. Any objection/dispute to the amounts invoiced in the bill by SI shall be raised by PFRDA within reasonable time from the date of receipt of the invoice by it. Upon objection being settled with respect to any disputed invoice(s), PFRDA will make payment within thirty (30) working days of the same. PFRDA may consider part payment to the SI on the undisputed part of the Invoice. v. Any variation (upward/downward) in GST (as per the rates applicable) will be borne by PFRDA. vi. Terms of payment indicated in the Contract that will be signed between PFRDA and the SI will be final and binding on the SI and no interest will be payable by PFRDA on outstanding amounts under any circumstances.</p> | <p><u>Kindly amend the below clause as:</u></p> <p>i. Payment will be made only upon satisfactory completion of Milestone as defined at Annexure-IX, submission of proper Invoice from the SI and approval of Authority on the same. ii. PFRDA will make payment within thirty (30) working days. iii. Any delay in achievement of milestones/ deliverables/ activities from SI shall automatically result in delay in payment from PFRDA. iv. Any objection/dispute to the amounts invoiced in the bill by SI shall be raised by PFRDA within <u>15 days reasonable time</u> from the date of receipt of the invoice by it. Upon objection being settled with respect to any disputed invoice(s), PFRDA will make payment within thirty (30)working days of the same. PFRDA may consider part payment to the SI on the undisputed part of the Invoice. v. Any variation (upward/downward) in GST (as per the rates applicable) will be borne by PFRDA. vi. Terms of payment indicated in the</p> | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
|-----|----|-------------------|---|--|--|--|

| | | | | |
|--|--|--|---|--|
| | | | <p>Contract that will be signed between PFRDA and the SI will be final and binding on the SI and no interest will be payable by PFRDA on outstanding amounts under any circumstances. <u>vii. All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, SI also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by PFRDA and any such withholding by the SI shall not be treated as breach by it of the provisions of this Agreement.</u></p> | |
|--|--|--|---|--|

| | | | | | | |
|-----|----|----------------------|--|--|--|--|
| 150 | 40 | 12. Taxes and duties | <p>i. Prices quoted in the Financial bid should be exclusive of GST but inclusive of all other taxes/duties/levies as also cost of incidental services such as transportation, road permits, insurance etc. The SI shall include all such taxes in the price bid. PFRDA shall not be liable to pay any other taxes/levies/duties except for GST. The total price quoted by the SI exclusive of GST as applicable will be considered for Financial bid evaluation. ii. All expenses, stamp duty and other charges/ expenses in connection with the execution of the contract shall be borne by successful SI. iii. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Authority shall make such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Authority as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.</p> | <p><u>Kindly amend the below clause as:</u></p> <p><u>All fees payable to SI are exclusive of any sales, use, value added tax, service , GST or taxes of a similar nature measured by the services, deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable, PFRDA shall be responsible to pay or reimburse SI the amount of such taxes. Where applicable, SI shall invoice such taxes as a separate line item in applicable invoices and shall pay such amount of tax to the appropriate taxing authority upon receipt of such amount from the PFRDA. Any increase or decrease in the existing taxes or newly introduced taxes shall be to the account of the PFRDA. Each party is responsible for its own income taxes, corporate taxes and franchise taxes.</u></p> | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
|-----|----|----------------------|--|--|--|--|

| | | | | | | |
|-----|----|---|--|--|--|--|
| 151 | 42 | 14. Evaluation of Price bids and Finalization | i. Bids will be evaluated by Least Cost Selection (LCS) method | Request you to consider QCBS method of selection to ensure appropriate weightage to quality as well as cost during the evaluation stage. | 70:30 QCBS is the standard followed mostly | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 152 | 51 | 28. Change Request | PFRDA may consider utilizing the services of bidder to implement additional Services that are not part of the scope of this RFP on man-days rate basis. It may be noted that PFRDA will invoke these rates for any further Change Requests once the efforts under man days as quoted in Man days bundle in this RFP have been exhausted. The man-days rate will be applicable for the complete contract duration and to be in line with the price quoted by the bidder in their Financial bid. | Change request bill rate will applicable for the predefined Man-days in the RFP/Contract. The rate will be valid for the entire duration of contract as long as customer has not exhausted the predefined Man-days of Change Request. Thereafter, any change request will be delivered to customer a mutually agreed price. Pls modify the RFP present clause accordingly. | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|-----|----|-------------------|--|---|--|---|
| 153 | 54 | 34.Right to Audit | <p>i. The SI shall be subject to audit by internal/ external Auditors appointed by PFRDA with respect to PFRDA project PINTRA. SI shall facilitate the same. PFRDA can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the SI. The SI shall, whenever required by the Auditors, furnish all relevant information, records/data to them. Costs for such audit shall be borne by PFRDA. PFRDA shall provide reasonable notice not less than seven (07) days to SI before such audit and same shall be conducted during normal business hours. ii. Where any deficiency has been observed during audit of the SI on the risk parameters or in the certification submitted by the Auditors, the SI shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the SI shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed. iii. SI further agrees that whenever required by PFRDA, it will furnish all</p> | <p><u>Kindly amend the below clause as:</u></p> <p>i. The SI shall be subject to audit by internal/ external Auditors appointed by PFRDA with respect to PFRDA project PINTRA. <u>All the internal/ external Auditors shall not be the competitors of SI.</u> SI shall facilitate the same. PFRDA can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the SI. The SI shall, whenever required by the Auditors, furnish all relevant information, records/data to them. Costs for such audit shall be borne by PFRDA. PFRDA shall provide reasonable notice not less than seven (07) days to SI before such audit and same shall be conducted during normal business hours. ii. Where any deficiency has been observed during audit of the SI on the risk parameters or in the certification submitted by the Auditors, the SI shall correct/resolve the same at the earliest and shall provide all necessary documents related to</p> | | <p>Respective terms and conditions as mentioned in the RFP need to be adhered to.</p> |
|-----|----|-------------------|--|---|--|---|

relevant information, records/data to such auditors and/or inspecting officials. PFRDA reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by the SI. However, SI shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).

resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the SI shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed. lii. SI further agrees that whenever required by PFRDA, it will furnish all relevant information regarding the contract/agreement, records/data to such auditors and/or inspecting officials. PFRDA reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by the SI. However, SI shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).

| | | | | | | |
|-----|----|------------------------------|---|---|--|--|
| 154 | 55 | 37.Delay in SI's performance | <p>i. Delivery, installation, commissioning of the Software Solution and performance of Services shall be made by SI within the timelines prescribed.</p> <p>ii. If at any time during performance of the Contract, SI should encounter conditions impeding timely delivery of the Software Solution and performance of Services, SI shall promptly notify PFRDA in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of SI's notice, the Authority shall evaluate the situation and may, at its discretion, extend SIs' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.</p> <p>iii. Any delay in performing the obligation/ defect in performance by SI may result in payment of compensation, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).</p> | <p><u>Kindly amend the below clause as:</u></p> <p>i. Delivery, installation, commissioning of the Software Solution and performance of Services shall be made by SI within the timelines prescribed.</p> <p>ii. If at any time during performance of the Contract, SI should encounter conditions impeding timely delivery of the Software Solution and performance of Services, SI shall promptly notify PFRDA in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of SI's notice, the Authority shall evaluate the situation and may, at its discretion, extend SIs' time for performance, in which case, the extension shall be <u>mutually</u> ratified by the parties by amendment of the Contract.</p> <p>iii. Any delay in performing the obligation/ <u>material</u> defect in performance by SI may result in payment of compensation, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).</p> | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
|-----|----|------------------------------|---|---|--|--|

| | | | | | | |
|-----|----|------------------------------------|---|--|--|--|
| 155 | 55 | 39.Code of Integrity and Debarment | <p>i. The SI shall observe the highest standard of ethics during the bidding Process and in execution of the contract. Notwithstanding anything to the contrary contained herein, the Authority shall reject Bid without being liable in any manner whatsoever to the SI if it determines that the SI was not eligible or has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process. ii. SIs are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process and sign the Integrity pact as per Appendix-IV. iii. Participation of SIs and their eligibility to participate in the Authority's procurements is subject to compliance with code of integrity and performance in contract as per terms and conditions of the contract. Debarment from participation in the Authority's procurement process in future shall be considered against SIs: a) if a SI is found to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process. b) Vendor fails to abide by the</p> | <p><u>Kindly amend the below clause as:</u></p> <p>i. The SI shall observe the highest standard of ethics during the bidding Process and in execution of the contract. Notwithstanding anything to the contrary contained herein, the Authority shall reject Bid without being liable in any manner whatsoever to the SI if it determines that the SI was not eligible or has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process. ii. SIs are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process and sign the Integrity pact as per Appendix-IV. iii. Participation of SIs and their eligibility to participate in the Authority's procurements is subject to compliance with code of integrity and performance in contract as per terms and conditions of the contract. Debarment from participation in the</p> | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
|-----|----|------------------------------------|---|--|--|--|

| | | | | | |
|--|--|---|---|--|--|
| | | <p>terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely or fails to cooperate. c) Other than in situations of force majeure, technically qualified SI withdraws from the procurement process or after being declared as successful SI: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents. d) If the Central Bureau of Investigation (CBI)/Central Vigilance Commission(CVC)/C&AG or Vigilance Department of the Authority or any other investigating agency recommends such a course in respect of a case under investigation. e) Any other ground, based on which the Authority considers, that continuation of Contract is not in Authority's interest. f) If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company have been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc. g) Any other reason</p> | <p>Authority's procurement process in future shall be considered against SIs: a) if a SI is found to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process. b) Vendor materially fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely or willfully fails to cooperate. c) Other than in situations of force majeure, technically qualified SI withdraws from the procurement process or after being declared as successful SI: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) materially fails to provide performance guarantee or any other document or security required in terms of the RFP documents. d) If the Central Bureau of Investigation(CBI)/Central Vigilance Commission(CVC)/C&AG or Vigilance Department of the Authority or any</p> | | |
|--|--|---|---|--|--|

as deemed suitable by PFRDA.

other investigating agency recommends such a course in respect of a case under investigation.
e) Any other ground, based on which the Authority considers, that continuation of Contract is not in Authority's interest.
f) If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company have been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc. g) Any other reason as deemed suitable by PFRDA.

| | | | | | | |
|-----|----|---|---|---|--|---|
| 156 | 57 | 41. Hosting/Cloud requirements | <p>PFRDA envisioned to host the entire software solution on MeitY empanelled GCC/ VPC as Intranet portal. The application shall be accessible to the users outside PFRDA premises, through web-VPN logins. SI shall be solely responsible for cloud space, technical specifications, testing, hosting, auditing, maintenance, web-VPN logins for users, agreement with Cloud Service Provider (CSP), payment to CSP and related matters. SI will also work/get done work as managed service provider (MSP) for network, application, infrastructure and security space, technical specifications, optimal space utilization, data security and all related aspects for successful hosting and maintenance on cloud environment.</p> | Kindly confirm the no. of users using web-VPN to access the application outside the PFRDA premise. | | Web-VPN to be provided for all users. |
| 157 | 58 | 41.1 Deployment Model Specific Requirements | <p>xv. The implementation of the project should be cloud neutral. <u>For the sake of clarity, no cloud native services should be used that locks the solution with the cloud provider.</u></p> | Please confirm that this refers to the cloud proprietary services which are prohibited to be used to avoid CSP lock-in. | | <p>The clause is modified as:</p> <p>The solution provided by the bidder to be Cloud agnostic. For the sake of clarity, SI to ensure that the services being provided by the CSP shall be made available with other CSP in similar/equivalent manner.</p> |

| | | | | | | |
|-----|----|-----------------------------|--|---|--|---|
| 158 | 60 | 41.4 LAN / WAN Requirements | i. SI should provide direct leased-line connections between Data Centre and PFRDA. | The SI assumes that the direct Leased Line connection from the CSP Cloud is required only at ONE PFRDA office. Please confirm | | The clause is modified as: SI to ensure that the solution should be made accessible in PFRDA office as well as accessible to officials of PFRDA from public internet through secure web- VPN mode. Presently PFRDA office is at one location in Delhi. |
| 159 | 60 | 41.4 LAN / WAN Requirements | i. SI should provide direct leased-line connections between Data Centre and PFRDA. | Kindly confirm whether one direct leased line connection is required or two for redundancy? | | The clause is modified as: SI to ensure that the solution should be made accessible in PFRDA office as well as accessible to officials of PFRDA from public internet through secure web- VPN mode. |
| 160 | 60 | 41.4 LAN / WAN Requirements | i. SI should provide direct leased-line connections between Data Centre and PFRDA. | Please provide the complete address with PIN code and contact person details of this PFRDA office where the direct leased line is required to be terminated. This is required to assess the feasibility by the telecom service providers. | | The clause is modified as: SI to ensure that the solution should be made accessible in PFRDA office as well as accessible to officials of PFRDA from public internet through secure web- VPN mode. |
| 161 | 60 | 41.4 LAN / WAN Requirements | i. SI should provide direct leased-line connections between Data Centre and PFRDA. | Are there multiple PFRDA offices or only one. In case of former, please share the existing WAN topology as to how these multiple offices are interconnected. | | The clause is modified as: SI to ensure that the solution should be made accessible in PFRDA office as well as accessible to officials of PFRDA from public internet through secure web- VPN mode. |

| | | | | | | |
|-----|----|-----------------------------|--|---|--|---|
| 162 | 60 | 41.4 LAN / WAN Requirements | i. SI should provide direct leased-line connections between Data Centre and PFRDA. | At the PFRDA office where this leased line is required to be terminated has any existing WAN link termination equipments viz. Routers? If so, pls provide the Make and Model along with the available number of ports free to accommodate these links | | The clause is modified as: SI to ensure that the solution should be made accessible in PFRDA office as well as accessible to officials of PFRDA from public internet through secure web- VPN mode. |
| 163 | 60 | 41.4 LAN / WAN Requirements | iii. Provide private connectivity between Authority's network and cloud data Center Facilities | The SI assumes that all endpoint devices like Desktops and Laptops at PFRDA site is already available and that the SI need not quote for the same. | | The clause is modified as: SI to ensure that the solution should be made accessible in PFRDA office as well as accessible to officials of PFRDA from public internet through secure web- VPN mode. |
| 164 | 60 | 41.4 LAN / WAN Requirements | iii. Provide private connectivity between Authority's network and cloud data Center Facilities | The SI assumes that the LAN connecting endpoint devices like Desktops and Laptops at PFRDA site is already available and that the SI need not quote for the same. | | LAN connecting endpoint devices like Desktops and Laptops at PFRDA site is already available |
| 165 | 61 | | 41.5 Disaster Recovery & Business Continuity Requirements | Please let us know if you recommend bidder to proposed DC and DR on different seismic zones. Meity empanelled CSPs do provide DC DR over same location in Multi AZ model. Please confirm if DC and DR over same environment will be allowed. | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|-----|----|----------------------------|---|---|--|---|
| 166 | 62 | 41.6 Security Requirements | i. SI will be responsible for provisioning, securing, monitoring, and maintaining the hardware, network(s), and software that support the infrastructure, Virtual Machines (VMs). | A. Kindly provide the location for SOC . Can MSP will run the operation from their premise? B. Kindly confirm that bidder can propose the shared SOC. | | SOC location and management of the same is responsibility of SI. |
| 167 | 62 | 41.6 Security Requirements | iii. The security services/tools should be dedicated (virtual/physical) for the solution. | Kindly confirm whether MSP can propose PAAS as a service for the security components listed like - Firewall, Waf, DDOS, IAM ,Encryption etc. | | The solution provided by the bidder to be Cloud agnostic. |
| 168 | 62 | 41.6 Security Requirements | v. The Data Center Facility shall implement the security toolset: Security & Data Privacy (Data & Network Security including Anti-Virus, Virtual Firewall, Multi Factor Authentication, VPN, IPS, Log Analyzer/ Syslog, SSL, DDOS Protection, HIDS / NIDS, Rights Management, SIEM, DAM, Integrated Vulnerability Assessment, SOC, Data Privacy, Data Encryption, Certifications & Compliance, Authentication & Authorization, and Auditing & Accounting) | A)Kindly clarify the unit of measure for the services mentioned in the RFP. For example: - Throughput for Firewall, DDos, WAF, IPS and no. of modules for SSL, EPS count for SIEM etc. B) Kindly confirm whether the bidder can submit CSP provided compliance and certification such as ISO 27001, ISO 27017. | | Bidder to propose the Solution architecture. Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|-----|----|----------------------------|---|--|--|---|
| 169 | 62 | 41.6 Security Requirements | <p>xxxii. SI shall be responsible for ensuring the security of applications and infrastructure from any threats and vulnerabilities. The SI shall provision and monitor the following security layers Firewall Layer, Intrusion prevention/ detection (Network and Host level), Content filtering and blocking, Virus protection, Event logging & correlation, Vulnerability protection through implementation of proper patches and rules, Vulnerability Assessment and Penetration testing, Database Activity Monitoring, Hardware Security Module, Multi Factor Authentication, Web Gateway with Content Filtering and Proxy Solution Anti-Advanced Persistent Threat, Anti-DDoS, Anti-Virus, Data Leakage Prevention, SSL, VPN ,Email Gateway and Privileged Identity Management</p> | <p>A) Please provide clarification on scope of HSM.</p> <p>B) Is there any existing Email Gateway being used by the department and Bidder needs to leverage the same. Request clarification?</p> | | <p>Bidder to propose the Solution architecture.</p> |
|-----|----|----------------------------|---|--|--|---|

| | | | | | | |
|-----|----|----------------------------------|---|---|---|---|
| 170 | 68 | 42. Intellectual Property Rights | <p>PFRDA will absolutely own and have exclusive rights including all intellectual property rights over all reports, data and information generated by the selected SI the course of its engagement. Such firm will not claim any rights over any of the data or information generated by it at any point of time. The SI will not use any data or information generated under this RFP for any financial or commercial benefits (other than the provision of services as sought for).</p> | <p>We understand bidders are open to use propriety solution, COTS/MOTS products, bespoke development. In case of using open source, it has to be Enterprise supported.</p> <p>We understand that the Intellectual property rights of the pre-existing IPR of bidder will lie with bidder.</p> <p>IPR of the customized part will lie with department.</p> <p>Please confirm on our understanding.</p> | <p>Intellectual property rights of the pre-existing IPR of bidder should lie with bidder.</p> <p>The IPR of the specific customized portion should lie with department.</p> | <p>Respective terms and conditions as mentioned in the RFP need to be adhered to.</p> |
|-----|----|----------------------------------|---|---|---|---|

| | | | | | | |
|-----|----|--------------------|---|---|--|---|
| 171 | 69 | 42.1 Compliance | <p>The SI shall be responsible to comply with the provisions of the PFRDA Act, 2013, the Rules and Regulations framed thereunder and the directions/guidelines/ notification/circulars issued by PFRDA from time to time, and any other applicable laws/Rules/Regulations/guidelines in force. Disputes, if any, arising out of this selection process, shall be subject to the exclusive jurisdiction of Courts at New Delhi only. Post the award of the Contract, the disputes, if any arising thereunder shall be settled in terms of the provisions of the Arbitration and Conciliation Act, 1996, as provided under such Contract.</p> | <p><u>Kindly amend the below clause as:</u></p> <p>The SI shall be responsible to comply with the <u>relevant</u> provisions of the PFRDA Act, 2013, the Rules and Regulations framed thereunder and the directions/guidelines/ notification/circulars issued by PFRDA from time to time, and any other applicable laws/Rules/Regulations/guidelines in force <u>which shall be intimated by PFRDA</u>. Disputes, if any, arising out of this selection process <u>of arbitrators</u>, shall be <u>subject to the exclusive jurisdiction of Courts at New Delhi only. Post the award of the Contract, the disputes, if any arising thereunder shall be</u> settled in terms of the provisions of the Arbitration and Conciliation Act, 1996, as provided under such Contract <u>the same will be referred for arbitration to a Board of Arbitration. In the event of a dispute or difference of any nature whatsoever between SI and the PFRDA during the course of the assignment arising as a result of this proposal.</u></p> | | <p>Respective terms and conditions as mentioned in the RFP need to be adhered to.</p> |
|-----|----|--------------------|---|---|--|---|

Such Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996. This Board will be constituted prior to the commencement of the arbitration and will comprise of two arbitrators and an umpire. SI and the PFRDA will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out in Delhi.

| | | | | | | |
|-----|----|---|--|--|--|--|
| 172 | 70 | Annexure-I: COVERING BID FORM (TECHNICAL BID) | <p>We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Authority and we offer to supply, Install, test, commission and support the desired Software Solution detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the Financial Bid. While submitting this Bid, we certify that: a. All information provided in the Proposal and in the Appendices to it is true and correct and the documents accompanying such Proposal are in original or true copies of their respective originals, as the case may be. b. This statement is made for the express purpose of qualifying as a Selected SI for System design, develop, Implementation and its Maintenance for the time duration as given in this RFP. c. We are in existence and operational for the last five complete Financial years. d. The undersigned is authorized to sign on behalf of the SI and the necessary support document delegating this authority is enclosed to this letter. e. We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP. f.</p> | <p><u>Kindly amend the below clause as:</u></p> <p>We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Authority and we offer to supply, Install, test, commission and support the desired Software Solution detailed in this RFP. <u>Subject to the deviations submitted along with the proposal,</u> Wewe shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the Financial Bid. While submitting this Bid, we certify that: a. All information provided in the Proposal and in the Appendices to it is true and correct and the documents accompanying such Proposal are in original or true copies of their respective originals, as the case may be. b. This statement is made for the express purpose of qualifying as a Selected SI for System design, develop, Implementation and its Maintenance for the time duration as given in this RFP. c. We are in</p> | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
|-----|----|---|--|--|--|--|

| | | | | | | |
|-----|----|--|--|--|--|--|
| | | | <p>Prices submitted by us have been arrived at without agreement with any other SI of this RFP for the purpose of restricting competition. g. The prices submitted by us have not been disclosed and will not be disclosed to any other SI responding to this RFP.</p> | <p>existence and operational for the last five complete Financial years. d. The undersigned is authorized to sign on behalf of the SI and the necessary support document delegating this authority is enclosed to this letter. e. We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP. f. Prices submitted by us have been arrived at without agreement with any other SI of this RFP for the purpose of restricting competition. g. The prices submitted by us have not been disclosed and will not be disclosed to any other SI responding to this RFP.</p> | | |
| 173 | 74 | Annexure-III: FINANCIAL CAPABILITY STATEMENT (On Statutory | Annexure-III: FINANCIAL CAPABILITY STATEMENT (On Statutory Auditor's letterhead) | The bidder requests to submit the Financial Capability Statement on Company Secretary/Authorized signatory also. Hence | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | Auditor's letterhead) | | kindly modify the form accordingly | | |
|-----|----|---|--|---|--|--|
| 174 | 77 | Annexure-V: ELIGIBILITY CRITERIA (as on 30th June 2023) | <p>S.No. 2</p> <p>Eligibility Criteria: The bidder must be a profitable entity for the last three financial years* (i.e. FY 2022-23, FY 2021- 22, FY 2020-21) and has not incurred any cash loss from operating activities in last five FYs.</p> <p>*In case, the company/LLP operates on calendar year, the audited statements will be required for calendar years 2020, 2021 and 2022</p> <p><u>Documents to be submitted</u></p> <p>Certificate issued by Company's statutory auditor on the Profitability (PAT) for the last three financial years (i.e. FY 2022-23, FY 2021-22, FY 2020- 21) as per Annexure-III</p> | <p>The bidder requests to submit the certificate from Authorized signatory/Company Secretary/Chartered Accountant for the mentioned criteria. Hence kindly modify the clause as:</p> <p>Certificate issued by Company's statutory auditor/Company Secretary/Authorized Signatory/Chartered Accountant on the Profitability (PAT) for the last three financial years (i.e. FY 2022-23, FY 2021-22, FY 2020- 21) as per Annexure-III</p> | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|-----|----|---|---|--|--|---|
| 175 | 78 | Annexure-V: ELIGIBILITY CRITERIA (as on 30th June 2023) | <p>S.No. 3</p> <p>Eligibility Criteria:</p> <p>The Bidder must have a turnover of Rs. 250 crore or above each year from IT and IT enabled services (ITeS) during the last 03 (three) financial year(s) (i.e. FY 2022-23, FY 2021-22, FY 2020-21</p> <p>*In case, the company/LLP operates on calendar year, the audited statements will be required for calendar years 2020, 2021 and 2022 Note: For the purpose of this criterion, turnover should be from application development/ implementation/ maintenance excluding equipment licensing, consulting. Also, turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.</p> <p><u>Documents to be submitted</u></p> <p>Copy of the audited financial statement for required financial years. (i.e. FY 2022-23, FY 2021-22, FY 2020- 21) along with Annexure-III</p> | <p>The bidder requests to submit the self-certificate signed by Company Secretary/Authorized signatory/Chartered Accountant for the mentioned criteria. Hence kindly modify the Annexure III accordingly</p> | | <p>Respective terms and conditions as mentioned in the RFP need to be adhered to.</p> |
|-----|----|---|---|--|--|---|

| | | | | | | |
|-----|-----|---|---|---|--|--|
| 176 | 78 | Annexure-V: ELIGIBILITY CRITERIA (as on 30th June 2023) | <p><u>Documents to be submitted</u></p> <p>Work order+ Completion certificates from the client; OR Work order + Self certificate of completion (Certified by the Authorized Signatory giving details of execution of the project) as per Annexure – X OR Project completion Certificate issued by Company’s statutory auditor/Company Secretary on letterhead giving details of execution of the project as per Annexure – X</p> | <p>As most projects are under NDA and sharing client artefacts such as work orders, completion certificates will violet the NDA, hence not possible, therefore bidder requests to submit the self certificate signed by authorized signatory mentioning the project scope and details.</p> <p>Hence kindly modify the clause accordingly.</p> | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 177 | 104 | Annexure-X: PROJECT DETAILS AND CLIENT REFERENC ES | Client Name, Client address, Name of the contact person and designation, Phone number of the contact person, e-mail address of the contact person, Value of Work Order (In Lakhs) (only single workorder) | As few projects are under NDA and the various confidential details like Client Name, Client address, Name of the contact person and designation, Phone number of the contact person, e-mail address of the contact person, Value of Work Order (In Lakhs) (only single workorder) cannot be shared, the bidder requests to submit the anonymized citations. | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|-----|-----|--|---|--|--|--|
| 178 | 105 | Annexure-X: PROJECT DETAILS AND CLIENT REFERENC ES | Name & Signature of Statutory Auditor Seal of Company | The bidder requests to submit the project citation form cross signed by Company Secretary. Gence kindly modify the form accordingly as: Name & Signature of Statutory Auditor Company Secretary Seal of Company | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 179 | 113 | Biometric Verification | Employees should be able to use biometric authentication (e.g. fingerprint, facial recognition) to log in to the portal and mark attendance. Facial biometric system is already installed | Understand that the biometric devices will be procured and arranged by department. The proposed system would be expected to integrate with the same. Please confirm on our understanding. | | Please refer Clause 8: Current Status of IT landscape of the RFP. Procurement of biometric attendance device in not under scope of work of SI. |
| 180 | 118 | 1. HRMS Module: 1.1. Personnel/Employee Information System, Leave and Attendance Management with existing biometric integration | Security and compliance The system contains sensitive information about employees, such as personal and financial data, and it must be protected from unauthorised access or manipulation. Compliance refers to meeting the regulatory requirements and industry standards for data security and privacy. This includes: ● Authentication and Authorization ● Secure communications ● Secure storage of Biometric data ● Audit Logs of Biometric data Regular security audits and incident management | Kindly confirm what kind of biometric data to be store in HRMS module. | | SI to assess the same after system study. |

| | | | | | | |
|-----|-----|--------------------------------|---|--|--|--|
| 181 | 135 | Digital Signatures | Employees should be able to get their letters duly and digitally signed by the issuing authority/Admin/HR teams. It provides a secure and tamperproof method of verifying the authenticity | Understand that the digital signatures will be procured and arranged by department. The proposed system would be expected to integrate with the same. Please confirm on our understanding. | | Procurement of DSC is not under scope of work of SI. |
| 182 | 135 | 1.5. Bonafide letter issuances | Digital signature Employees should be able to get their letters duly and digitally signed by the issuing authority/Admin/HR teams. It provides a secure and tamperproof method of verifying the authenticity of the letter. This includes: <ul style="list-style-type: none"> • The HRMS should integrate with a digital signature service, such as DocuSign, to enable the electronic signing of the Bonafede letters • Additionally, the HRMS should have the capability to support different types of digital signatures, such as biometric, image, and electronic signature, as per the requirement of the organisation and government regulations. | A)Kindly confirm the department is using any existing Digital signature platform such as DocuSign? If yes, Department will provide the relevant API to be integrate with the application. | | Please refer Clause 8: Current Status of IT landscape of the RFP |

| | | | | | | |
|-----|-----|--|--|---|--|---|
| 183 | 204 | 7. Cut-Over Strategy | Go-live support: The support must be provided during and after the cutover, including any hotlines or helpdesk services that will be set up to assist users. | <ol style="list-style-type: none"> 1. We understand that helpdesk services will be provided from 9.30 am to 6.00 PM on all working days, kindly confirm 2. Please confirm that seating space for helpdesk will be provided by the department 3. Toll Free Number and calling instruments for helpdesk will be provided by the department. 4. Helpdesk will use English and Hindi Language only. | | <p>Helpdesk services to be provided from 9.30 am to 6.00 PM on all working days and non-working days also, if the incident is critical</p> <ol style="list-style-type: none"> 2. Seating space for the helpdesk will be provided by PFRDA 3. Helpdesk to be operated through ticket management system in addition to phone and email. |
| 184 | 212 | Core Finance – Finance and Accounting Operations | Vendor TDS & GST – F&A Admin | Please Clarify: Whether Vendor portal (which will be accessed by vendors) is part of scope or not. | | Third Party Portal is not required In case of F&A |
| 185 | 212 | Core Finance – Finance and Accounting Operations | Bank Reconciliation Statement: F&A Admin | <p>Please Specify:</p> <ol style="list-style-type: none"> 1) The integration methodology (Encrypted advice/ SFTP/Rest API) required for integrating with banks. 2) No. of banks with which integration is required. | | Bidder to propose the optimal solution. As of now we have 7 bank accounts in 3 different banks |
| 186 | 212 | Core Finance – Finance and Accounting Operations | Bank Reconciliation Statement: F&A Admin | Please Clarify: Whether payment through PFMS is required or not? | | As of now, we do not require payment through PFMS |

| | | | | | | |
|-----|-----|--|--------------------------------------|---|--|--|
| 187 | 213 | Core Finance – Finance and Accounting Operations | 8. Core Finance: F&A (d) Receipts | <p>Please Clarify:</p> <p>1) What are the different modes of collection along with its sources? whether integration is required with external online portals, apps or payment gateways.</p> <p>2) As collection will have GST, it is being assumed that e-Invoicing will be required, whether e-way bill is part of scope or not?</p> <p>3) It is being assumed that the services of GSP will be procured and arranged by the department.</p> | | <p>We receive revenue through NEFT/RTGS/Cheques/DD etc for our fees/interest etc</p> <p>2. E Invoicing will be required in GST</p> <p>3. GSP services is not availed as of now</p> |
|-----|-----|--|--------------------------------------|---|--|--|

| | | | | | |
|-----|-----|---|--|--|--|
| 188 | 222 | Appendix-III: PERFORMA NCE SECURITY- BANK GUARANTE E FORMAT | 5. This Guarantee shall be irrevocable and shall remain in full force and effect until (180 days after completion of tenure of contract (including AMC)) unless discharged/ released earlier by PFRDA in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be limited to a sum of INR. | <p><u>Kindly amend the below clause as:</u></p> <p>5. This Guarantee shall be irrevocable and shall remain in full force and effect until (180 days after completion of tenure of contract (including AMC)) unless discharged/ released earlier by PFRDA in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be limited to a sum of INR.</p> <p><u>Notwithstanding anything contained hereinabove: a) Our liability under this Bank Guarantee shall not exceed and is restricted to</u> Rs. _____ (Rupees _____)</p> <p>_____ only) b) This Guarantee shall remain in force up to and including _____ (including claim period of three months) Unless the demand/claim under this guarantee is served upon us in writing before _____ all the rights of PFRDA under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.</p> | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
|-----|-----|---|--|--|--|

| | | | | | | |
|-----|-----|---|--|--|--|--|
| 189 | 224 | Appendix IV- PRE- CONTRACT INTEGRITY PACT | 4. Disqualification from tender process and exclusion from future contracts If the SI(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Clause 2, above or in any other form such as to put their reliability or credibility in question, the Buyer is entitled to disqualify the SI(s)/Contractor(s) from the tender process. The firm will be banned from all future business dealings also. | <u>Kindly amend the below clause as:</u> 4. Disqualification from tender process and exclusion from future contracts If the SI(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Clause 2, above or in any other form such as to put their reliability or credibility in question, the Buyer is entitled to disqualify the SI(s)/Contractor(s) from the tender process. The firm will be banned from all future business dealings also. | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 190 | 235 | 12. Liquidated Damages | In case of the Go-Live delays by the Bidder the compensation as per PFRDAs discretion will be imposed on the Bidder 5% of the total contract value per month of delay, to the maximum of 10% of the total contract value as per the agreement between PFRDA and the successful Bidder. | Kindly amend the clause to read as - In case of the Go-Live delays by the Bidder the compensation as per PFRDAs discretion will be imposed on the Bidder 1% of the total contract value per month of delay, to the maximum of 10% of the total contract value as per the agreement between PFRDA and the successful Bidder. | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | |
|-----|-----|---|--|---|--|
| 191 | 237 | Appendix-VI: DRAFT NON- DISCLOSUR E AND CONFIDENT IALITY AGREEMEN T | (c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable k) The Agreement shall be effective from ("Effective Date") and shall be valid for a period of year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form(e.g., source code) shall survive in perpetuate | <u>Kindly amend the below clause as:</u> (c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable. <u>All oral confidential information shall be confirmed by Disclosing Party within fifteen days of such oral disclosure to Receiving Party.</u> k) The Agreement shall be effective from ("Effective Date") and shall be valid for a period of <u>(2) year(s)</u> thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive <u>two years after the resultant Agreement Term.</u> in perpetuit | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
|-----|-----|---|--|---|--|

| | | | | | | |
|-----|-----|------------------------------------|--|--|--|--|
| 192 | 261 | 15.1 Termination for default | <p>i. The Authority may, without prejudice to any other remedy for breach of Agreement, give written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:</p> <p>ii. If the System Integrator fails to deliver any or all the obligations within the time period specified in this agreement and/or RFP, or any extension thereof granted by the Authority.</p> <p>iii. If the System Integrator fails to perform any other obligation(s) under the RFP/Agreement.</p> <p>iv. Violations of any terms and conditions stipulated in the RFP.</p> <p>v. On happening of any termination event mentioned in the RFP/Agreement.</p> <p>vi. Prior to providing a written notice of termination to System Integrator, the Authority shall provide System Integrator with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Authority shall have right to initiate action as deemed fit.</p> <p>vii. If the Contract is terminated under any termination clause, System Integrator shall handover all documents/ executable/ Authority's data or any other relevant information to the Authority in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to</p> | <p><u>Kindly amend the below clause as:</u></p> <p>i. The Authority may, without prejudice to any other remedy for breach of Agreement, give written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:</p> <p>ii. If the System Integrator materially fails to deliver any or all the agreed <u>milestones/deliverables obligations</u> within the time period specified in this agreement and/or RFP, or any extension thereof granted by the Authority.</p> <p>iii. If the System Integrator fails to perform any other obligation(s) under the RFP/Agreement.</p> <p>iv. Violations of any terms and conditions stipulated in the RFP.</p> <p>v. On happening of any termination event mentioned in the RFP/Agreement.</p> <p>vi. Prior to providing a written notice of termination to System Integrator, the Authority shall provide System Integrator with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Authority shall have right</p> | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
|-----|-----|------------------------------------|--|--|--|--|

another vendor or to the Authority. Liability of System Integrator will be considered till submission/ handover of all assets related to the project as per the process defined in Exit Management and approval of PFRDA on the same. viii. The Authority's right to terminate the Contract will be in addition to the seeking compensation and/or liquidated damages and other actions as specified in the agreement.

to initiate action as deemed fit. vii. If the Contract is terminated under any termination clause, System Integrator shall handover all documents/ executable/ Authority's data or any other relevant information to the Authority in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Authority. Liability of System Integrator will be considered till submission/ handover of all assets related to the project as per the process defined in Exit Management and approval of PFRDA on the same. viii. The Authority's right to terminate the Contract will be in addition to the seeking compensation and/or liquidated damages ~~and other actions~~ as specified in the agreement. Notwithstanding the above, System Integrator may terminate this Agreement for cause if PFRDA materially breaches this Agreement, provided System Integrator gives PFRDA notice of such breach and it remains uncured after 30 days following notice.

If any amount due and payable by PFRDA under the Agreement is more than 30 days overdue; and there is no dispute between PFRDA and System Integrator in relation to that amount, System Integrator may issue to PFRDA a notice that payment is overdue. If PFRDA fails to pay System Integrator within 7 days after the date of such notice, System Integrator may by a further notice to PFRDA terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made.

| | | | | | | |
|-----|-----|-------------------|--|---|--|---|
| 193 | 268 | 30. Force Majeure | <p>iv. If the Force Majeure situation continues beyond 60 (Sixty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, System Integrator shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.</p> | <p><u>Kindly amend the below clause as:</u></p> <p>iv. If the Force Majeure situation continues beyond 6015 (fifteenSixty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, System Integrator shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.</p> | | <p>Respective terms and conditions as mentioned in the RFP need to be adhered to.</p> |
|-----|-----|-------------------|--|---|--|---|

| | | | | | | |
|-----|-----|--|--|---|--|--|
| 194 | 269 | 33. Intellectual Property Rights and Ownership | <p>i. All Custom Software/customizations developed and furnished solely and exclusively for PFRDA under this Agreement, shall be deemed a work made for hire, for the sole benefit of and belonging exclusively to PFRDA. All rights, title and interest in and to such Custom Software/customizations and all copies thereof, in whatever medium (and including all Moral Rights thereto) throughout the world shall become owned exclusively by PFRDA. Intellectual property and Source Code in the deliverables/software developed under this Agreement vest with PFRDA upon the delivery and acceptance of deliverables and the receipt of payment by Solution Provider. iii. System Integrator shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified PFRDA against all cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology / Software / products or any part thereof in India or abroad, for Software</p> | <p><u>Kindly amend the below clause as:</u></p> <p>i. All Custom Software/customizations developed and furnished solely and exclusively for PFRDA under this Agreement, shall be deemed a work made for hire, for the sole benefit of and belonging exclusively to PFRDA. All rights, title and interest in and to such Custom Software/customizations and all copies thereof, in whatever medium (and including all Moral Rights thereto) throughout the world shall become owned exclusively by PFRDA. Intellectual property and Source Code in the deliverables/software developed under this Agreement vest with PFRDA upon the delivery and acceptance of deliverables and the receipt of payment by Solution Provider. <u>Upon PFRDA's written request and expense, Solution Provider shall execute and deliver to PFRDA all instruments and other documents, and shall take, at PFRDA's costs, such other reasonable actions as may be necessary or reasonably requested by PFRDA and as may be necessary to give effect to the PFRDA's proprietary rights in such deliverables. All intellectual property rights in the software, all tools, processes, software, utilities and methodology including any System Integrator's proprietary products or components thereof any development carried out by System Integrator thereto in the course of providing services hereunder, including customisation, enhancement, interface development etc. shall remain the exclusive property of System Integrator and PFRDA</u></p> | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
|-----|-----|--|--|---|--|--|

licensed/developed as part of this engagement. In case of violation/infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, System Integrator shall, after due inspection and testing, without any additional cost (a) procure for PFRDA the right to continue to using the Software supplied; or (b) replace or modify the Software to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, refund to PFRDA all amounts paid by PFRDA to System Integrator under this RFP/Agreement.

shall not acquire any right title or interest of any nature therein except to the extent provided herein. System Integrator shall however grant in favour of PFRDA the right and non exclusive, non transferable, perpetual and irrevocable license to use the software for the purposes agreed hereunder. The foregoing license does not authorizes PFRDA to (a) separate System Integrator pre-existing IP from the deliverable/software in which they are incorporated for creating a stand alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the System Integrator 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 System Integrator 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 System Integrator pre-existing IP. ~~iii~~ System Integrator shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified PFRDA against all cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology / Software / products or any part thereof in India or abroad, for Software licensed/developed as part of

this engagement. In case of violation/infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, System Integrator shall, after due inspection and testing, without any additional cost (a) procure for PFRDA the right to continue to using the Software supplied; or (b) replace or modify the Software to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, SYSTEM INTEGRATOR shall refund PFRDA the fees effectively paid for that deliverable by PFRDA 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 SYSTEM INTEGRATOR and the exclusive remedy of PFRDA in matters related to infringement of third party intellectual property rights, refund to PFRDA all amounts paid by PFRDA to System Integrator under this RFP/Agreement.

| | | | | |
|-----|-----|-----------------------|---|--|
| 195 | 272 | 34.Liquidated Damages | <p><u>Kindly amend the below clause as:</u></p> <p><u>Liquidated damages shall be 0.5% of the value of delayed goods/ services subject to a limit of 5% of the value of the delayed goods/ services and shall be levied only if the delay is for reasons solely and entirely attributable to SI and not for delay due to reasons attributable to PFRDA and/or its other vendors or due to reasons of Force Meajure</u></p> | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
|-----|-----|-----------------------|---|--|

| | | | | | | |
|-----|-----|----------------|--|--|--|--|
| 196 | 272 | 35.Indemnities | <p>i. System Integrator shall be liable to indemnify PFRDA, at its own cost and expenses, against all losses/damages, which PFRDA may suffer on account of violation by System Integrator of any or all national/international trade laws, norms, standards, procedures etc. in relation to provision of services and deliverable under this Agreement. ii. SI shall be solely responsible for and shall indemnify and keep PFRDA, its employees, agents, officers and directors indemnified and harmless from and against all costs (including but not limited to litigation expenses and attorney's fees), expenses, losses, liabilities, fines, penalties, damages, claims, demands, actions or proceedings whatsoever for arising out: a. any death or personal injury caused by any act or omission of System Integrator, its employees or agents; b. any third party claims for infringement of a copyright, patent, trademark or other intellectual property right of any third party including claims made by agents of the System Integrator against PFRDA for any breach committed by the System Integrator in relation to such third parties; c. any claims arising out of the breach of any applicable laws by the System Integrator, its employees or</p> | <p><u>Kindly amend the below clause as:</u></p> <p>i. System Integrator shall be liable to indemnify PFRDA, at its own cost and expenses, against all <u>reasonable</u> losses/damages, which PFRDA may suffer on account of violation by System Integrator of any or all <u>national/international trade applicable</u> laws, norms, standards, procedures etc. in relation to provision of services and deliverable under this Agreement. ii. SI shall be solely responsible for and shall indemnify and keep PFRDA, its employees, agents, officers and directors indemnified and harmless from and against all <u>reasonable</u> costs (including but not limited to <u>reasonable</u> litigation expenses and attorney's fees), expenses, losses, liabilities, fines, penalties, damages, claims, demands, actions or proceedings whatsoever for arising out: a. any death or personal injury caused by any act or omission of System Integrator, its employees or agents; <u>or</u> b. any third party claims for infringement of a copyright, patent, trademark or other intellectual property right <u>of any third party including claims made by agents of the System Integrator against PFRDA for any breach committed by the System Integrator in relation to such third parties;</u> c. any claims arising out of the breach of any applicable laws by the System Integrator, its employees or agents; d. any claims arising out of breach of the terms and conditions of confidentiality, non-disclosure, non-solicitation and related terms and conditions. Notwithstanding the foregoing;</p> | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
|-----|-----|----------------|--|--|--|--|

agents; d. any claims arising out of breach of the terms and conditions of confidentiality, non-disclosure, non-solicitation and related terms and conditions. Notwithstanding the foregoing; System Integrator shall not be obliged to indemnify PFRDA if the claim mentioned therein arises out of any: a. use of the services, deliverable, developed materials and other materials provided to PFRDA by System Integrator in a manner or purpose not intended by the Project Plan or against specific instructions of the System Integrator, or b. use of the services, deliverable, developed materials and other materials provided to PFRDA by the System Integrator in conjunction with third party materials of services if the claim of infringement would not have arisen in the absence of such use, or c. use of the services, deliverable, developed materials and other materials provided to PFRDA by the System Integrator that are being designed or made to specifications to the order of PFRDA, or d. if the infringement is occasioned by a modification to the services, deliverable, developed materials and other materials provided to PFRDA by the System Integrator.

System Integrator shall not be obliged to indemnify PFRDA if the claim mentioned therein arises out of any: a. use of the services, deliverable, developed materials and other materials provided to PFRDA by System Integrator in a manner or purpose not intended by the Project Plan or against specific instructions of the System Integrator, or b. use of the services, deliverable, developed materials and other materials provided to PFRDA by the System Integrator in conjunction with third party materials of services if the claim of infringement would not have arisen in the absence of such use, or c. use of the services, deliverable, developed materials and other materials provided to PFRDA by the System Integrator that are being designed or made to specifications to the order of PFRDA, or d. if the infringement is occasioned by a modification to the services, deliverable, developed materials and other materials provided to PFRDA by the System Integrator. As a condition to avail the foregoing indemnity, the PFRDA agrees to notify the PFRDA in writing of the claim; and allow the SYSTEM INTEGRATOR to control, and cooperates with the SYSTEM INTEGRATOR in, the defense and any related settlement negotiations. In the event that PFRDA 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 SYSTEM INTEGRATOR is required to indemnify PFRDA under this Clause according to a final decision of the courts or in the view of SYSTEM

INTEGRATOR, SYSTEM INTEGRATOR, may at its own expense and option: (i) procure for PFRDA 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, SYSTEM INTEGRATOR shall refund PFRDA the fees effectively paid for that deliverable by PFRDA 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 SYSTEM INTEGRATOR and the exclusive remedy of PFRDA in matters related to infringement of third party intellectual property rights. SYSTEM INTEGRATOR shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) System Integrator's compliance with PFRDA's specific technical designs or instructions (except where SYSTEM INTEGRATOR knew or should have known that such compliance was likely to result in an infringement claim and SYSTEM INTEGRATOR did not inform PFRDA of the same); (ii) inclusion in a deliverable of any content or other materials provided by PFRDA and the infringement relates to or arises from such PFRDA materials or provided material; (iii) modification of a deliverable

after delivery by SYSTEM INTEGRATOR to PFRDA if such modification was not made by or on behalf of CONTRACTOR; (iv) operation or use of some or all of the deliverable in combination with products, information, specification, instructions, data, materials not provided by CONTRACTOR; 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 SYSTEM INTEGRATOR; or (v) use of a superseded release of some or all of the deliverables or PFRDA'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 SYSTEM INTEGRATOR.

| | | | | | |
|-----|-------------|---|--|--|--|
| 197 | 254, 255 | 11. Obligations of the System Integrator; | vi. System Integrator will abide by the job safety measures prevalent in India and will free PFRDA from all demands or responsibilities arising from accidents or loss of life, the cause of which is System Integrator's negligence. System Integrator will pay all indemnities arising from such incidents and will not hold PFRDA responsible or obligated. | <u>Kindly amend the below clause as:</u> vi. System Integrator will abide by the job safety measures prevalent in India and will free PFRDA from all demands or responsibilities arising from accidents or loss of life, the cause of which is System Integrator's negligence. System Integrator will pay all indemnities arising from such incidents and will not hold PFRDA responsible or obligated. | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 198 | General | General | General | Please let us know the actual number of users whose HRMS would be processed in the system | Please refer Appendix I: Functional Scope of Work |
| 199 | General | General | General | Please let us know the actual number of users whose Payroll would be processed in the system | Please refer Appendix I: Functional Scope of Work |

| | | | | | |
|-----|---|--|--|--|--|
| 200 | APPENDIX-V: INDICATIVE SERVICE LEVEL AGREEMENT (SLA) AND LIQUIDATED DAMAGES | <p>Uptime - 99.5% 11. Risk and Cost Factor In the event of termination of contract on the basis of non-performance by the SI,SI will be solely responsible for risk and cost factor thereon. In such an event, the performanceBank Guarantee furnished by the SI will be encashed and will stand forfeited. 12. Liquidated Damages 1. The Authority expects that the selected SI completes the scope of work within the timeframe. Inability of the selected SI to either provide the requirements as per the scope or to meet the timelines as specifiedwould be treated as breach of contract and would invoke the compensation clause. In case of the Go-Live delays by the SI the compensation as per PFRDAs discretion will be imposed on the SI 5% of the total contract value per month of delay, to the maximum of 10% of the total contract value as per the agreement between PFRDA and the successful SI. 2. Thereafter, at the discretion of the Authority, the contract may be cancelled (if this more than 1 quarter). The Authority may also invoke the Performance Guarantee, seek compensation on delay which is not attributable to Authority and is attributable to the SI. 3. SI should ensure implementation of the software application with all the</p> | <p><u>Kindly amend the below clause as:</u></p> <p><u>Uptime - 99.5% - The time lost due to any of the following reasons shall be taken into account while calculating the availability/uptime requirement: (a) Time lost due to power or environmental failures; (b) Time taken to recover the system because of power or environmental failures; (c) Time lost due to damage or malfunction in the system or any units thereof due to causes attributable to PFRDA such as attachment of additional devices, making alteration to the system, maintenance of the system, etc. without SI' consent and/ or failure to maintain the site as required by the SI; (d) Time taken for scheduled maintenance/ troubleshooting either for preventive purposes or improvement in function or other purposes; (e) Time taken for reconfiguration or other planned downtime situations; (f) Scheduled shutdowns as required by PFRDA (SI may also request PFRDA for a shutdown for maintenance purpose, which request will not be</u></p> | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
|-----|---|--|--|--|--|

functional, technical and security requirements as specified in the RFP document. 4. Notwithstanding anything contained above, no such compensation will be chargeable on the SI for the inability occasioned, if such inability is due to reasons entirely attributable to Authority.

denied unreasonably by PFRDA); (g) Time taken for booting the system (h) Time lost due to unavailability of links. The penalty shall be payable only for the SLA breach for reasons solely attributable for the SI and such penalty shall be PFRDA's sole and exclusive remedy for all delays herein. 11. Risk and Cost Factor In the event of termination of contract on the basis of non-performance by the SI, SI will be solely responsible for risk and cost factor thereon. In such an event, the performance Bank Guarantee furnished by the SI will be encashed and will stand forfeited. 12. Liquidated Damages 1. The Authority expects that the selected SI completes the scope of work within the timeframe. Inability of the selected SI to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the compensation clause. In case of the Go-Live delays by the SI the compensation as per PFRDA's discretion will be

| | | | | | | |
|-----|---------|---------|---------|---|-------------------------------|--|
| | | | | <p>imposed on the SI 5% of the total <u>delayed services or deliverables contract value per month of delay</u>, to the maximum of 105% of the total <u>delayed services or deliverables contract value</u> as per the agreement between PFRDA and the successful SI. 2. Thereafter, at the discretion of the Authority, the contract may be cancelled (if this more than 1 quarter). The Authority may also invoke the Performance Guarantee, seek compensation on delay which is not attributable to Authority and is attributable to the SI. 3. SI should ensure implementation of the software application with all the functional, technical and security requirements as specified in the RFP document. 4. Notwithstanding anything contained above, no such compensation will be chargeable on the SI for the inability occasioned, if such inability is due to reasons entirely attributable to Authority.</p> | | |
| 201 | General | General | General | Can you list the the number of legacy system which which the integration has to be done ? | Listing of systems and events | Please refer Clause 8: Current Status of IT landscape of the RFP |

| | | | | | | |
|-----|---------|--|---|--|---|--|
| 202 | General | General | Breach of SLA | Pls include that SLA penalty is applicable post Golive and shall be capped to 10% of quarterly Warranty/AMC payment. | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 203 | General | General | Ownership of Software Licences | Pls include that all software licenses shall be purchase in name of customer and it's title will be transferred to customer on delivery. | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 204 | 22 | 9. Scope of Work | xi. The solution to be developed with Agile methodology in the manner that from fifth month , processes as given in functional scope of work of this RFP to be live based on sprints and complete project to be implemented within nine (09) months . SI to design solution architecture accordingly. | | As per the given timeline, the effective time for development is only 6 months. Considering the entire scope of work, request you to please increase the time for development to min. 9 months subject to all the approvals from the stakeholders and rest of the timelines intact. | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 205 | 276 | SCHEDULE – I: Implementation Timelines | Documentation: T+3 Development – Customization/Configuration/ 3rd Party - Development to be in agile methodology Go Live: T+9 | | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|-----|----|------------------|---|---|--|--|
| 206 | 22 | 9. Scope of Work | <p>xiii. As Facility Management, from the date of start of warranty period till next one year, two (02) representatives from SI be present at PFRDA premises on all working days as nodal representative for the purpose of Facility management, software bug resolution, defect resolution in processes, databases, application or related software, helpdesk, training to the users, incident management, issue resolution etc. Apart from this, helpdesk through email and phone to be established and activated by selected SI on all working days till completion of the contract.</p> | <p>Please clarify if these 2 resources are in addition to the list of resources for which CV's are requested? In that case, please let us know what is the qualification criteria required for these resources.</p> <p>Also, please let us know if the resources are to be billed separately?</p> | | <p>Two resources will be part of Facility Management, work to be carried out as part of Facility Management is clearly given in RFP. Facility Management is part of Financial bid.</p> |
| 207 | 22 | 9. Scope of Work | <p>xv. All security requirements such as security audit clearance certificate from CERT-IN empanelled vendor, VAPT shall be responsibility of SI. SI shall also be responsible for all security aspects including disaster Management activities such as complete backup of APIs, code and data etc. for the integrated solution.</p> | <p>Security audit clearance is the responsibility of the bidder, however, on-boarding Cert-In vendor is the responsibility of department. Please confirm.</p> | | <p>SI may propose CERT-IN empanelled vendors for Security audit which will be accepted by PFRDA</p> |

| | | | | | | |
|-----|----|--|---|--|--|--|
| 208 | 23 | 9. Scope of Work | The SI is expected to cover the following broad steps during execution of work as indicated below: 2. Requirement Gathering (As-Is & To-Be Analysis) 3. Documentation – FRS & SRS | Please confirm that department will designate SPOC for the requirement gathering and approval of the documentation to be complete with in the proposed timeline. | | One Officer as a Nodal person from each Department will be designated for the project |
| 209 | 26 | 9.4 Development/Customization | x. Development of the application will be carried out at SI's development Centre or SI's premises. | Please clarify on who are the representatives to be stationed at department during the project course. | | Business Analysts for the full time; other resources as per the requirements |
| 210 | 26 | 9.4 Development/Customization | xiii. SI is expected to ensure complete confidentiality and security of PFRDA's data. | As department is the owner of the data, SI can only try and manage the data in best possible way. Request you to please clarify. | | SI to provide technical solution architecture for data security at its best to suffice the requirements of RFP |
| 211 | 28 | 9.6.3 Load, Stress, Performance and Regression testing | ii. The SI is required to perform Load and Stress Testing to demonstrate the ability of the application and underlying infrastructure to perform without degradation when under maximum traffic load carrying conditions. | Please provide details of the maximum traffic load conditions to plan accordingly. | | Number of users are given in RFP, SI to propose the solution architecture |
| 212 | 30 | 9.7 Data Migration | SI will be completely responsible for end to end Data Migration from Legacy System. | Please provide details of the existing data such as its volume, format etc., | | Please refer Clause 8: Current Status of IT landscape of the RFP. Approx 2 GB for Tally Prime Gold and Manual records on paper for F&A. ITSM data is less than 1 GB. |

| | | | | | | |
|-----|----|--------------------|--|--|---|---|
| 213 | 30 | 9.7 Data Migration | v. It is bidder's responsibility to work with respective data owners in PFRDA to verify and obtain approvals for all the data transformed and further ensure its quality, accuracy, integrity, and completeness. | | We understand that PFRDA will designate SPOC from the respective department for data verification and approval. As a SI, Data migration is our responsibility, however, data quality, accuracy and completeness is the responsibility of PFRDA. Please confirm. | Please refer Clause 8: Current Status of IT landscape and Clause 9.7: Data migration of the RFP |
| 214 | 30 | 9.7 Data Migration | vi. The Bidder is expected to migrate data before go-live of the project. | Bidder will migrate the data post development of the application and before Go-Live. Please confirm our understanding. | | Yes, data to be migrated before go-live. |
| 215 | 30 | 9.7 Data Migration | ix. Establish data validation and reconciliation processes to ensure the accuracy and completeness of migrated data, including verification against the legacy system and cross-checking with business rules. | | Since department is already using the data, it is suggested that they propose the validation and reconciliation process so the SI can migrate the data accordingly and department can validate and confirm it. | Please refer Clause 8: Current Status of IT landscape and Clause 9.7: Data migration of the RFP |
| 216 | 31 | 9.8 Implementation | iv. The implementation phase shall be deemed as completed in all respects only after: | It is assumed that department SPOC/ authorities will provide necessary approvals and validate the required detail in time to ensure timely completion. Please confirm. | | One Officer as a Nodal person from each Department will be designated for the project. |

| | | | | | | |
|-----|----|---------------------------------|---|--|--|--|
| 217 | 32 | 9.11 Post Implementation | SI should provide 90 days of hand holding support post Go-Live considered as stabilization period. Resource(s) should be deployed at PFRDA to carry out solution demonstration to end user, user management, requirement gathering for any future enhancements or change requests and gather inputs for any issues in application faced by the users and communicating the same to SI's offsite team. | Please confirm on the number of resources to be deployed post Go-Live. Since there is already an ask for 2 resources as part of Facility Management. Is it fine to use the same resources for this activity? Regarding the future enhancements/ change requests, please clarify on how the payments will be made? | | Number of resources to be deployed post Go-Live to be on requirement and work basis. It may be same as Facility Management resources or different. |
| 218 | 33 | 9.13 Facility Management System | iii. Any other work related to the proposed solution, if required during the Warranty or AMC period, entailing a different skilled resource / man power other than the manpower deployed by SI, then the SI shall have to improvise to deliver the requisite resource person to PFRDA at no additional cost. | Please elaborate on the man power requirements that can be foreseen so bidder can try to position resources who can fit the requirements to in forward. | | SI to propose the manpower requirements as per the clause |
| 219 | 34 | 9.14 AMC Support | iv. Updating of application/database servers including installation and configuration of patches and removing security vulnerabilities etc. will be covered under AMC. | It is understood that updating, installation and configuration will be part of the AMC. However, department needs to provide requisite downtime for these activities. Please confirm. | | Please refer APPENDIX-V: INDICATIVE SERVICE LEVEL AGREEMENT (SLA) AND LIQUIDATED DAMAGES |

| | | | | | | |
|-----|----|--------------------------------------|---|---|--|--|
| 220 | 37 | 9.17 System & Security Audit | Before live implementation of the software solution in production system, the SI with the approval of PFRDA shall appoint a CERT-IN empanelled Software Audit firm for the audit of the Software solution. The selected vendor without any extra charge should comply with all audit points raised by the Software Auditor and resolve the audit observation for security and VAPT. | | SI will try and comply with the audit observations. However, request that on-boarding the CERT-IN empanelled firm be the departments responsibility. | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 221 | 37 | 9.18 Scalability & Capacity Planning | The solution should be scalable to cater PFRDA futuristic requirements in terms of Application and Infrastructure both. | Please elaborate on scalability for futuristic requirements so SI can propose a solution accordingly. | | SI to propose the Solution architecture. |
| 222 | 52 | 28. Change Request | d) The change will be implemented in accordance to the agreed cost, effort, and schedule. | Regarding the change requests, please elaborate on the payment process. Also confirm, whether this will be a monthly payment/ quarterly payment. In case of additional resources required, how will the payments done for them. | | Please refer Annexure-IX: PAYMENT MILESTONES |

| | | | | | | |
|-----|-----|---------------------------------------|--|--|---|---|
| 223 | 102 | Annexure-IX: PAYMENT MILESTONES | <p>Solution implementation cost: System study, design, development, Implementation of the Software solution including audit and training</p> <p>B1 Completion of System study, Submission of FRS, SRS and approval from PFRDA on the same 10% of the value of Solution Implementation Cost [i.e. Total Price captured for line item B of Table-1 in the Financial Bid, as per format defined in this RFP – Annexure VIII]</p> <p>B2 Completion of UAT and acceptance on UAT by PFRDA 10% of the value of Solution Implementation Cost [i.e. Total Price captured for line item B of Table-1 in the Financial Bid, as per format defined in this RFP – Annexure VIII]</p> <p>B3 Security Audit from CERT-IN empanelled vendor, VAPT 10% of the value of Solution Implementation Cost [i.e. Total Price captured for line item B of Table-1 in the Financial Bid, as per format defined in this RFP – Annexure VIII]</p> <p>B4 Implementation of complete Integrated software</p> | | <p>Considering the project duration and the scope, request you to please amend the payments as below:</p> <p>B1 Completion of System study, Submission of FRS, SRS and approval from PFRDA on the same 15% of the value of Solution Implementation Cost [i.e. Total Price captured for line item B of Table-1 in the Financial Bid, as per format defined in this RFP – Annexure VIII]</p> <p>B2 Completion of UAT and acceptance on UAT by PFRDA 15% of the value of Solution Implementation Cost [i.e. Total Price captured for line item B of Table-1 in the Financial Bid, as per format defined in this RFP – Annexure VIII]</p> <p>B3 Security Audit from CERT-IN empanelled vendor, VAPT 15% of the value of Solution Implementation Cost [i.e. Total Price captured for line item B of Table-1 in the Financial Bid, as per format defined in this RFP – Annexure VIII]</p> <p>B4 Implementation of complete Integrated software Solution modules, Go-live 40% of the value of Solution Implementation Cost [i.e. Total Price captured for line item B of Table-1 in the Financial Bid, as per format defined in this RFP – Annexure VIII]</p> <p>B5 Trainings, submission of User manuals, Approval of PFRDA on the same 5% of the value of Solution Implementation Cost [i.e. Total Price captured for line item B of Table-1 in the Financial Bid, as per format defined in this RFP – Annexure VIII]</p> <p>B6 At the time of issue of Final Acceptance I from PFRDA after successful Stabilization 10% of the value of Solution Implementation Cost [i.e. Total Price captured for line item B of Table-1 in the Financial Bid, as per format defined in this RFP – Annexure VIII]</p> | <p>Respective terms and conditions as mentioned in the RFP need to be adhered to.</p> |
|-----|-----|---------------------------------------|--|--|---|---|

| | | | | |
|--|--|---|--|--|
| | | <p>Solution modules, Go-live 50% of the value of Solution Implementation Cost [i.e. Total Price captured for line item B of Table-1 in the Financial Bid, as per format defined in this RFP – Annexure VIII]</p> <p>B5 Trainings, submission of User manuals, Approval of PFRDA on the same 10% of the value of Solution Implementation Cost [i.e. Total Price captured for line item B of Table-1 in the Financial Bid, as per format defined in this RFP – Annexure VIII]</p> <p>B6 At the time of issue of Final Acceptance I from PFRDA after successful Stabilization 10% of the value of Solution Implementation Cost [i.e. Total Price captured for line item B of Table-1 in the Financial Bid, as per format defined in this RFP – Annexure VIII]</p> | | |
|--|--|---|--|--|

| | | | | | | |
|-----|-----|------------------------|--|--|--|--|
| 224 | 235 | 12. Liquidated Damages | 1. The Authority expects that the selected bidder completes the scope of work within the timeframe. Inability of the selected bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the compensation clause. In case of the Go-Live delays by the Bidder the compensation as per PFRDAs discretion will be imposed on the Bidder 5% of the total contract value per month of delay, to the maximum of 10% of the total contract value as per the agreement between PFRDA and the successful Bidder. | | <p>AS ther can be many reasons for delay including the approvals, request you to please amend it as below:</p> <p>1. The Authority expects that the selected bidder completes the scope of work within the timeframe. Inability of the selected bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the compensation clause. In case of the Go-Live delays by the Bidder the compensation as per PFRDAs discretion will be imposed on the Bidder 1% of the contract value per month of delay, to the maximum of 5% of the ontract value per month as per the agreement between PFRDA and the successful Bidder.</p> | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 225 | 235 | 13. Other Conditions | iv. The compensation is payable at the rate of 10% of the annual payment for each instance of violation if the bidder fails to protect data breach. | | <p>Request you to please consider th following:</p> <p>iv. The compensation is payable at the rate of 5% of the annual payment for each instance of violation if the bidder fails to protect data breach.</p> | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|-----|----|---|--|---|--|---|
| 226 | 57 | 41.1 Deployment Model Specific Requirement s | Shall be hosted and provided services on a dedicated instance at the cloud. | | Shall be hosted and provided services on a dedicated instance at the cloud preferably or as a SaaS model | <p>The modified clause is:</p> <ol style="list-style-type: none"> 1. All the services should be available from the India Region of the Cloud Service Provider (CSP). CSP should ensure that all Data and the services used should remain in India. 2. The proposed cloud service provider should have the following security certifications valid as on bid submission date: <ul style="list-style-type: none"> - SOC-1, SOC-2 and SOC-3 <p>Accordingly, the para in Annexure-XI: CERTIFICATION BY CSP is modified as:</p> <p>We are MeitY empanelled, SOC1, SOC2 and SOC3 complied CSP. We also undertake that we have not been blacklisted by the Government Authority or Public Sector Undertaking (PSUs) in India or any Financial Institution in India as on date of submission of response.</p> |
| 227 | 44 | 19 | The EMD in the form of Bank Guarantee (as prescribed in Appendix-II) shall be issued in favour of PFRDA by any scheduled commercial bank in India. | Kindly provide the IFSC Code for Beneficiary Account, as same is required for issuing Bank Guarantee. | | the IFSC code of the Beneficiary Account of PFRDA is IOBA0001599. |

| | | | | | | |
|-----|----|----|--|---|--|---|
| 228 | 57 | 41 | <p>Hosting/Cloud requirements: PFRDA envisioned to host the entire software solution on MeitY empanelled GCC/ VPC as Intranet portal.</p> | <p>The client is requested to update the Clause as " PFRDA envisioned to host the entire software solution on MeitY empanelled GCC/ VPC as Intranet portal OR as a SaaS solution of OEM complying with the MietY CSP empanelment certification requirements of ISO 27001: 2017 , ISO 27017: 2015, ISO 27018: 2019, ISO 20000-1:2018 and TIA-942 / UPTIME (Tier III or Higher)"</p> <p>The client is requested to update all references mentioning "MeitY empanelled GCC/ VPC" with "MeitY empanelled GCC/ VPC OR as a SaaS solution of OEM complying with the MietY CSP empanelment certification requirements of ISO 27001: 2017 , ISO 27017: 2015, ISO 27018: 2019, ISO 20000-1:2018 and TIA-942 / UPTIME (Tier III or Higher)"</p> | | <p>Respective terms and conditions as mentioned in the RFP need to be adhered to.</p> |
|-----|----|----|--|---|--|---|

| | | | | | | |
|-----|----|----------------------------------|--|--|--|--|
| 229 | 58 | 41.1 | Deployment Model Specific Requirements xv. The implementation of the project should be cloud neutral. For the sake of clarity, no cloud native services should be used that locks the solution with the cloud provider. | The client is requested to update the Clause as ". The implementation of the project should be cloud neutral OR a SaaS based solution." | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 230 | 58 | 41.1 | Deployment Model Specific Requirements | The currently defined requirement is specific to IAAS/ PAAS model. The client is requested to update the Clause and include SaaS specific Deployment Model Specific requirements | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 231 | 59 | 41.2 | Service Management Requirements | The currently defined requirement is specific to IAAS/ PAAS model. The client is requested to update the Clause and include SaaS specific Deployment Model Specific requirements | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 232 | 77 | Annexure-V: ELIGIBILITY CRITERIA | Annexure-V: ELIGIBILITY CRITERIA 4. Bidder must have successfully completed at least one (01) software solution/project as SI covering implementation of HRMS and Finance & Accounting modules in Central or State Govt./ Central or State Govt owned | The client is requested to update the criteria as " 4. Bidder must have successfully completed at least one (01) software solution/project as SI covering implementation of HRMS /Finance & Accounting modules / ERP in Central or State | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | Organizations/ PSU/Autonomous Bodies/ Public Sector Banks/ Public... | Govt./ Central or State Govt owned Organizations/ PSU/Autonomous Bodies/ Public Sector Banks/ Public... " | | |
|-----|----|--------------|---|---|--|--|
| 233 | 81 | Annexure-VI: | <p>Annexure-VI: TECHNICAL EVALUATION PARAMETERS</p> <p>2.The Bidder turnover in FY 2022-23 from IT and IT enabled services (ITeS)</p> <p>.....</p> <p>a. 250-500 Crores- 5 Marks</p> <p>b. 01 incremental mark per 100 Crore turnover over and above 500 crores upto 05 marks</p> | <p>As per the current criteria a turnover, Rs. 1000 Crore from IT/ITES is required for scoring 10 marks.</p> <p>The client is requested to update the criteria as "Annexure-VI: TECHNICAL EVALUATION PARAMETERS</p> <p>2.The Bidder turnover in FY 2022-23 from IT and IT enabled services (ITeS)</p> <p>.....</p> <p>a. 250 Crores- 5 Marks</p> <p>b. 01 incremental mark per 50 Crore turnover over and above 250 crores upto 05 marks"</p> | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|-----|----|--------------|--|---|--|--|
| 234 | 82 | Annexure-VI: | Annexure-VI: TECHNICAL EVALUATION PARAMETERS 3. Bidder as SI covering implementation of HRMS and Finance & Accounting in Central or State Govt./ Central or State Govt owned Organizations/ PSU/Autonomous Bodies/ Public Sector Banks/ Public Sector Insurance Companies/ Public Sector Financial Institutions/ CPSEs/Corporates having at least 100 users in the last five (05) Financial Years in India. | The client is requested to update the criteria as 3. Bidder as SI covering implementation of HRMS/ Finance & Accounting / ERP in Central or State Govt./ Central or State Govt owned Organizations/ PSU/Autonomous Bodies/ Public Sector Banks/ Public Sector Insurance Companies/ Public Sector Financial Institutions/ CPSEs/Corporates having at least 100 users in the last five (05) Financial Years in India... | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 235 | 83 | Annexure-VI: | Annexure-VI: TECHNICAL EVALUATION PARAMETERS 5. CSP being offered to PFRDA have clients from Central or State Govt./ Central or State Govt owned Organizations/ PSU/Autonomous Bodies/ Public Sector Banks/ Public Sector Insurance Companies/ Public Sector Financial Institutions/CPSEs/Corporate directly or through any SI | The client is requested to update the criteria as "5. CSP/ OEM being offered to PFRDA have clients from Central or State Govt./ Central or State Govt owned Organizations/ PSU/Autonomous Bodies/ Public Sector Banks/ Public Sector Insurance Companies/ Public Sector Financial Institutions/CPSEs/Corporate directly or through any SI" | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|-----|-----|-----------------------------------|---|--|--|---|
| 236 | 107 | Annexure-XI: CERTIFICATION BY CSP | Annexure-XI: CERTIFICATION BY CSP "We are MeitY empanelled CSP and also undertake..." | The client is requested to update the criteria as "We are MeitY empanelled CSP/ OEM complying with the MeitY certification requirements of ISO 27001: 2017 , ISO 27017: 2015, ISO 27018: 2019, ISO 20000-1:2018 and TIA-942 / UPTIME (Tier III or Higher) and also undertake..." Client is requested to update all reference of "CSP" with "CSP/ OEM" | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 237 | 20 | 8 | Current Status of IT landscape | Kindly provide details on which HRMS is used by PFRDA and how is the payroll processed. | | Presently there is no software for HRMS system. Tally prime 2.1 is used for accounting purpose. |
| 238 | 79 | Annexure-V: ELIGIBILITY CRITERIA | 5. Bidder should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments during the last five financial years and as on date of bid submission. | The client is requested to update the criteria as "5. Bidder should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments as | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |

| | | | | | | |
|-----|-----|--|--|---|--|--|
| | | | | on the date of bid submission." | | |
| 239 | 113 | Annexure-XIV: FUNCTIONAL REQUIREMENT PROCESS DOCUMENT | 1. HRMS Module: 1.1. Personnel/Employee Information System, Leave and Attendance Management with existing biometric integration: Biometric Verification: Employees should be able to use biometric authentication (e.g. fingerprint, facial recognition) to log in to the portal and mark attendance. Facial biometric system is already installed | We would like to clarify that when PFRDA mentions "Employees should be able to use biometric authentication to log in the portal and mark attendance," does this specifically mean marking attendance through the biometric system and not accessing the HRMS portal. Use of biometric to login to HRMS portal can be difficult so we request client to kindly remove this requirement. | | SI to provide the optimal solution. |
| 240 | 120 | Annexure-XIV: FUNCTIONAL REQUIREMENT PROCESS DOCUMENT | 1.2. Performance Management System | Kindly clarify what is the process for performance management followed by PFRDA. | | SI to study about PFRDA system and processes as part of system study |

| | | | | | | |
|-----|-----|--|--|---|--|---|
| 241 | 120 | Annexure- XIV: FUNCTIONAL REQUIREME NT PROCESS DOCUMENT | 1.2. Performance Management System | Kindly clarify if the bidder is required to design the process and policy for performance management system? | | SI to study about PFRDA system and processes as part of system study |
| 242 | 126 | Annexure- XIV: FUNCTIONAL REQUIREME NT PROCESS DOCUMENT | 1.3. Training and Learning Management | Kindly clarify if the bidder is required to conduct training need identification? | | SI to study about PFRDA system and processes as part of system study and propose accordingly |
| 243 | 126 | Annexure- XIV: FUNCTIONAL REQUIREME NT PROCESS DOCUMENT | 1.3. Training and Learning Management | Kindly clarify if the consultant is required to develop contents (Videos, Documents, Quiz, etc.) for the LMS? | | SI to provide LMS with one filled content on soft skills. Preparation of other contents is out of scope of work for the SI. |
| 244 | 264 | 21 | Transfer of Software a) Source Code | Source codes represent the intellectual property of technology providers, which is typically not disclosed to clients. Request you to kindly remove this clause | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 245 | 20 | 8 | Eoffice, a software solution provided by NIC, has an e-File and Collaborative tool for Knowledge Management module that is used mainly for file management and Document Management. E- office will be continued as File Management System. | Kindly clarify, if Eoffice is a custom-made solution or off-the shelf solution implemented by NIC? Will this software solution offer open/restfull APIs for integration with new solution? | | e- office is provided by NIC and will be continued in work even after implementation of solution software for PINTRA. |

| | | | | | | |
|-----|----|---|--|---|--|---|
| 246 | 20 | 8 | IT Service Desk System as SAAS product by Fresh Service | Please clarify, the challenges faced using the existing tool, this will help us solution the right fit tool for future purpose. | | IT Service Desk System is envisaged as an integrated solution as part of PINTRA, therefore the present SAAS based ITSM to be replaced. |
| 247 | 20 | 8 | Bio-Metric attendance system | Please clarify whether this bio-metric attendance system is a custom-made solution or off-the-shelf solution implemented. In case of off-the-shelf solution please clarify the vendor name. Will this system offer open/restfull APIs for integration with new solution? | | Facial Reader (Biometric Attendance System) installed in PFRDA is off the shelf, standalone system. Make and Model – Hikvision facial reader b) Technical Details- Communication software with Sql Database |
| 248 | 21 | 9 | Create a detailed Functional Requirement Specification (FRS) and System Requirement Specification (SRS) document | Please clarify, if there is a predefined format for FRS and SRS documentation or bidders are free to suggest their own format. This will help us better estimate the efforts required for documentation work. | | There is a predefined format given in RFP for FRS and SRS documentation. FRS and SRS to be prepared as per the Industry standards. |
| 249 | 21 | 9 | Design and develop Mobile app for HRMS of PFRDA | Please clarify, if the mobile app is only required for HRMS tool or for other solutions as well. | | Mobile app to be developed for HRMS. Payroll view d submission of claims are also part of mobile app. |

| | | | | | | |
|-----|----|---|---|---|--|---|
| 250 | 21 | 9 | <p>iv. Cloud size estimation and procurement of MeitY empanelled Cloud - III tier or above (Virtual private cloud/GCC) with Disaster Recovery (DR) Centre for hosting of the software solution.</p> | <p>Please clarify, whether MeitY empanelled cloud is a must have requirement or bidders can also suggest integrated SaaS (Software-as-a-service) solutions hosted on private cloud and has data centers in India for the requirements as listed in section 9.</p> <p>Suggestion: SaaS solutions are widely being accepted by the industry and offers advantages such as:</p> <ol style="list-style-type: none"> 1. Faster roll-out time 2. Lower implementation cost 3. Scalability and integration and more <p>Given the advantages of SaaS solutions, it would be recommended to allow customized SaaS solutions for the scope elaborated by PFRDA</p> | | <p>Respective terms and conditions as mentioned in the RFP need to be adhered to.</p> |
| 251 | 21 | 9 | <p>Business analyst team of the SI to be located at PFRDA office premises for understanding business processes followed by PFRDA</p> | <p>Are the BA team resources expected to work from PFRDA office location full time during the tenure of the project</p> | | <p>Respective terms and conditions as mentioned in the RFP need to be adhered to.</p> |

| | | | | | | |
|-----|----|------|---|---|--|--|
| | | | and suggest digital transition of the same. | or PFRDA is open to explore other hybrid options? | | |
| 252 | 25 | 9.3 | SI is also expected to provide suitable Business Continuity Planning (BCP) applicable to the proposed solution. | Please elaborate and clarify the expectation with regards to BCP documentation. | | Suitable Business Continuity Planning (BCP) includes all the aspects which could impact the software solution's availability and functionality. |
| 253 | 26 | 9.4 | Code documentation should be maintained, including comments within the codebase and high-level documentation explaining the logic and functionality of key components | In-case of SaaS product, limited code documentation related to customizations will be available however the source code of the SaaS product may not be available. | | It is known that source code of the SaaS product may not be available. In case of SAAS product, source code related to customization to be submitted to PFRDA. |
| 254 | 26 | 9.4 | Solution shall be modular with a clear separation of concerns at the data storage, service and the API layer. | Please clarify, if this is a must have requirement or PFRDA is open to consider modular SaaS solutions for the Scope of work | | Respective terms and conditions as mentioned in the RFP need to be adhered to. |
| 255 | 35 | 9.14 | SI shall be responsible for a well-defined document for backup and restore policy on the available database. | Please clarify, whether the back-up policy will be shared by PFRDA or will the bidder be required to develop a new back-up and restore policy. Please also clarify, whether the BCP policy will be shared by PFRDA or will the bidder be | | Backup and restore policy to be submitted by bidder. |

| | | | | | | |
|--|--|--|--|---|--|--|
| | | | | required to develop a new BCP policy | | |
|--|--|--|--|---|--|--|
