

INDIA TRADE PROMOTION ORGANISATION

ITPO/ITSD/HRMS/2016-17

Date: 08/08/2017



Tender Document for:

**Development and Maintenance of Human Resource Management
System web based software**

TABLE OF CONTENTS

1. REQUEST FOR PROPOSAL	6
2. DEFINATIONS	6
3. DICLAIMER	6
4. INTERPRETATION	7
5. DUE DILIGENCE	7
6. COST OF BIDDING	8
7. SCOPE OF WORK	8
8. IMPLEMENTATION APPROACH	16
9. TIMLINESS	17
10. TRAINING & OTHER DELIVERABLES	17
11. ELIGIBILITY CRITERIA	17
12. PROCESSING FEE	19
13. UNDERTAKING	19
14. BID PRICES	19
15. PERIOD OF VALIDITY OF BIDS	20
16. MODIFICATION/SUBSTITUION/WITHDRWAL OF PROPSALS	20
17. COMPLIANCE WITH STATUARY OBLIGATIONS	20
18. SPECIAL TERMS AND CONDITIONS	21
19. CLARIFICATION ON BID DOCUMENTS	21
20. ACCEPTANCE & WITHDRAWLS	22
21. ITPO'S DECISION TO BE FINAL	22
22. AWARD CRITERIA	22
23. PERFORMANCE SECURITY	22
24. PAYMENT TERMS & PERIOF OF CONTRACT	23
25. LIQUIDATED DAMAGES	23
26. TAXES & DUTIES	24
27. NOTIFICATION OF AWARD & SIGNING OF CONTRACT WITH PURCHASER	24
28. EXPENSES FOR THE CONTRACT	24
29. FAILURE TO ABIDE BY THE CONTRACT	24
30. TERMINATION BY DEFAULT	24
31. GOVERNING LAW	24
32. INDEMINFICATION	25
33. RESOLUTION OF DISPUTES	25
34. SUBMISSION OF BIDS	26
35. AUTHENTIC OF BIDS	26
36. VALIDATION OF INTERLINEATIONSO F BIDS	27
37. ANNOUNCEMENT OF BIDS	27
38. BIDS NOT CONSIDERED FOR EVALUATION	27
39. OPENING OF ITEM RATE BOQ	27
40. CLARIFIATIONS OF BIDS	27
41. COMPLETENESS OF BIDS	27
42. RECTIFICATIONS OF ERRORS	27

43. REJECTION OF BID	27
44. FORCE MAJEURE	28
ANNEXURE – I	30
ANNEXURE – II	32
ANNEXURE – III	33
ANNEXURE – IV	35
ANNEXURE – V	36
ANNEXURE – VI	37
ANNEXURE – VII	38
ANNEXURE – VIII	39
ANNEXURE – IX	40
ANNEXURE – X	42

India Trade Promotion Organisation
(A Govt. of India Enterprise)
Gate No. 3, Pragati Bhawan, Pragati Maidan
New Delhi – 110001

Tender No ITPO/ITSD/HRMS/2016-17

Date: 08/08/2017

Online bids are invited through two bid system for “**Development and Maintenance of Human Resource Management System web based software.**” Manual bids shall not be accepted. The details of tender are as under.

S.no.	Name of Work	Earnest Money (INR)	Cost of tender (INR)
1	Development and Maintenance of Human Resource Management System web based software.	Rs. 50,000/-	Rs. 2,360/- including GST @18%

1. The tender documents are available on our website www.indiatradefair.com (for reference only) & www.eprocure.gov.in and same can be downloaded.
2. Tender documents may be downloaded from ITPO’s website www.indiatradefair.com (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

INDICATIVE CRITICAL DATE SHEET

Publish Date	08.08.2017 (05:00 PM)
Bid Document Download Start Date	08.08.2017 (05:00 PM)
Bid Submission Start Date	09.08.2017 (10:00 AM)
Last Date of Seeking Clarification	16.08.2017 (03:00 PM)
Bid Submission End Date	22.08.2017 (03:00 PM)
Technical Bid Opening Date	23.08.2017 (03:00 PM)
Validity of Bid	180 days from the last date of submission of Bids.

3. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers/Contractors are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>’. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more

partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

5. Tenderer who has downloaded the tender from the ITPO's web site www.indiatradefair.com (for reference only) and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with ITPO.
6. Intending tenderers are advised to visit again ITPO website www.indiatradefair.com and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

EMD Payment & Tender cost

1. Earnest Money Deposit & Cost of tender is to be deposited through DD in favour of "India Trade Promotion Organisation" payable at New Delhi. Bidders are required to submit the instruments of EMD & cost of tender document to Shri. Abhishek Chauhan, Manager, I.T. Services Division, Ground Floor, Annex Building before bid opening date/time as mentioned in critical date sheet.
2. The hard copy of original instruments in respect of cost of tender document, earnest money, must be delivered to Shri. Abhishek Chauhan, Manager, I.T. Services Division, Annex Building, Pragati Maidan, ITPO before bid opening date/time as mentioned in critical date sheet. The tender fee/ cost of tender shall be non refundable.
3. Bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet**. After online opening and evaluation of technical bids, the results of their qualification as well Price-Bid opening will be intimated later.

Submission of Tender

The tender shall be submitted online in Two parts", viz., Technical bid and Financial bid.

All the pages of bid being submitted must be sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online Bidder Enrolment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by before bid opening date/time as mentioned in critical date sheet or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232, 91-7878007972 and 91-7878007973.

Sub: Online bids are invited through two bid system for “**Development and Maintenance of Human Resource Management System web based software.**” Manual bids shall not be accepted

1. REQUEST FOR PROPOSAL

i. Objective

This RFP (Request for Proposal) is issued as a request for “Selection of an agency for **Development and Maintenance of Human Resource Management System web based software.**”

ii. The Client – ITPO

India Trade Promotion Organisation (ITPO), a premier trade promotion organization, manages India’s premier trade fair complex, Pragati Maidan in New Delhi. ITPO, the premier trade promotion agency of the Ministry of Commerce & Industry, Govt. of India is committed to showcase excellence achieved by the country in diverse fields especially trade and commerce.

ITPO provides a wide spectrum of services to trade and industry and acts as a catalyst for growth of India's trade. ITPO approves holding of international trade fairs in India and regulates holding of various expositions in India primarily to avoid any duplication of efforts while ensuring proper timing. It manages India's world class exhibition complex which is constantly upgraded to keep it in a high standard of readiness. Spread over 123 acres of prime land in the heart of India's capital, New Delhi, Pragati Maidan offers about 61,290 sq. mtrs. of covered exhibition space in 16 halls, besides 10,000 sq. mtrs. of open display area. The state-of-the-art exhibition halls have enhanced the appeal of Pragati Maidan as the ideal center for an increasing number of fair organisers and business visitors from different parts of the world.

2. DEFINITIONS

“**Applicable Law**” - means all relevant laws in force and effect as of date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of court, as may be in force and effect during the subsistence of this Tender Document.

“**Bid Document**” - shall mean the document submitted by the bidder, pursuant to understanding and agreeing with the terms and conditions set out in this Tender Document.

“**ITPO**”- ITPO means India Trade Promotion Organization.

“**HRMS**” – Human Resource Management System

3. DISCLAIMER

The information contained in this bid document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of ITPO is provided to Investors/Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided. By acceptance of this tender document, the recipient further agrees that this tender document may not be distributed, reproduced or used for any other purpose than selection of a company for **Development and Maintenance of Human Resource Management System web based software.**

The recipient agrees that it will cause its Directors, Partners, officers, employees and representatives and any other parties who provide services to the recipient to use the tender

document for the purposes in the manner stated above. ITPO does not make any representation or warranty expressed or implied, as to the accuracy, authenticity, timeliness and/or completeness of the information contained in this tender document. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender document. The ITPO also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender document. ITPO may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document. The issue of this tender document does not imply that ITPO is bound to select a Bidder and ITPO reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

4. INTERPRETATION

In this Tender Document, unless the context otherwise requires,

(a) For the purpose of this Tender Document, where the context so admits:

(i) The singular shall be deemed to include the plural and vice versa
and

(ii) Masculine gender shall be deemed to include the feminine gender and vice-versa.

(b) References to a “*person*” if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies, corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof;

(c) References to Clauses, Recitals or Schedules are references to clauses and recitals of and schedules to the Contract and the Tender Document. The Schedules, annexure and addendums shall form an integral part of this Contract.

(d) Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Contract. Any references to an enactment include references to any subordinate legislation made under that enactment and any amendment to, or replacement of, that enactment or subordinate legislation. Any references to a rule or procedure include references to any amendment or replacement of that rule or procedure.

(e) The headings and sub-headings are inserted for convenience only and shall Document. References to the word “include” and “including” shall be construed without limitation. Any reference today shall mean a reference to a calendar day including Saturday and Sunday.

5. DUE DILIGENCE

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this Tender Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to

the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the bid. ITPO shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder.

6. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its bid and ITPO shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7. SCOPE OF WORK

ITPO wishes to implement HRMS (Human Resource Management System). The bidders may kindly note this is only a reference list and can be revised compliance to all the functional requirements as mentioned in the section. The areas covered in each of the phases are below.

The agency will provide the following:

- a. Easy to Use Graphical User Interface of the web based application which contains:
 - I. Login Page
 - II. Super Admin/Admin/User Dashboard
 - III. Visual Style guide & functional specifications.

The broad scope of work is given below: -

S. No.	Description		
1 (a).	<i>Development of Human Resource Management System (HRMS)</i>		
	Feature	Advantages	Benefits
	Employee Enrolment	Employee directory to maintain Employee complete official Information like Date of Joining, Date of birth, current address, employee code, picture, department, designation and branch etc. Available with changes history.	Quick access to complete history of employee all record at single point.
	Master Salary/ Compensation	Flexible salary structure for individual employees, group of employees and salary structure by designation or grade, Employee salary master, compensation, benefits, perquisites, Employee wise CTC (cost to company) statements	Manageable employee master salary compensation plan.
	Promotion, Transfer & Increment	With effect from date wise employee wise promotion / transfer transactions changes in employee reporting manager and Promotion and transfer history maintenance.	Manages history of transfer, promotions and increments.
Resignation	Update employee leaving or resignation detail so that final settlement slip can be generated.	Auto calculation for notice period shortfall days with systematic notification / alerts.	

Employee Record accessibility	User wise employee data accessibility permissions. Access of salary slips for each employee for past three months. Like senior management personal or salary information will only be accessible with certain users.	Privacy and data confidentiality.
Appraisal, rating & Feedback	Comprehensive user defined appraisal system with multiple types of appraisal program i.e. annual appraisal, half-yearly appraisal etc. With rating calculation based on work performance – again user defined rating system. Module for online submission of ACR/APAR in respect of all executives (E0 and above) need to be developed.	Systematic employees rating and objective, which helps to create strategies for increments and promotion.
Letter/memo	Define various types' letter types in the system like To Whom It May Concern with user defined fields for each letter type separately.	Track and maintain history of letters issued to employees and letter generation from system.
Organogram	Auto generated organizational chart that gives the names and job titles of all the staff in an organization or department, showing how they are connected to each other.	It shows the reporting relationship/seniority in an organization and avoid misunderstanding in this regard.
Training Programme	Define list of training program available in system like Leadership skills, effective communication, or any technical skill etc. with yearly training budget.	Provides information and comparison of training budget with actual training expenses by department or cost centre , etc.
Document Management	Update documents of employee, employee dependent or company with issue, expiry date and document soft copy. Query will be made online software only.	Systematic alerts and notification in form of emails and SMS to employees and HR.
Personal Details	Employee general information with Permanent Contact Information (Contact person of employee, contact location, city, country, contact number, personal email address) and Emergency Contact Details.	Online employee complete data recording.
Family Details	Employee family details list (not as dependent).	Simplify the management for activities like air passage for employee's family members.
Dependent Details	Employee dependent and nomination details whether as	To generate payments against employees' declared nominees

		family member or not.	in case of employee's demise or on behalf.
Qualification Details		Management of employee's technical, academic, skills and education data.	Simplify employee's training Program.
LIC Details		Managing LIC/Funds details of the employee	Handling employee's various LIC/Funds Details.
Bank Details		Multiple bank accounts for an employee for various purpose like salary transfer, reimbursement, etc. Information includes (Bank, Branch, A/c number, etc.)	Handling employee's multiple bank accounts.
Employee Categories		Option to create category i.e. Department, Designation, Branch, Project, Grade, Locality etc.	In-depth employee's classification and reporting
Reminder/ Notification		Reminder and notification alert for various events like employee confirmation, birthday alerts, resignation status update alerts in form of SMS and e-mail.	On-time data update
Recruitment Process		Recruitment, Daily wages recruitment like girl guides and boy guide, attendants, ticket sellers, drivers etc. during major events	All data can be retrieved easily on time to time.
<p>Following features also included: -</p> <ul style="list-style-type: none"> • Access for data collection <ul style="list-style-type: none"> ➤ ACP and Promotion due in financial year in each scale. ➤ Access/Display of month wise list of employees entitled for annual increment. ➤ Access/Display of month wise list of employees due for superannuation. ➤ Access of head wise list of advances (HBA/Motor Vehicle/ Marriage/ Household/ Education/ Festival) granted/completed during last three months. • Office Order generation <ul style="list-style-type: none"> ➤ HBA up to the slab of Rs. 25.00 lakh ➤ 2nd HBA for renovation up to the slab of Rs. 10.00 lakh ➤ Marriage advances up to Rs. 2.00 lakh ➤ Household/ Recreation equipment advance up to Rs. 1.00 lakh • Data Management <ul style="list-style-type: none"> ➤ Transparency of records of deputation in India and abroad. ➤ Transparency of records of training/workshop/seminars in India and abroad. <p>Note: - Features to be included for the dashboard of each employee will be after the discussion with ITPO.</p>			
1 (b).	<u>Development of Attendance & Leave Module</u>		
	Feature	Advantages	Benefits
	Attendance machine integration	Integration with Wi-Fi/LAN enabled biometric attendance machine like hand punches for automated attendance recording.	Authentic and automated employee's attendance and sending alerts in the form of e-mail and SMS on each punch.
Monthly Data	One clicks data preparation	Simple yet transparent	

Compilation	using attendance from attendance bio- metric machine data and leave applications.	attendance / leave data compilation routine and automate time keeper job
Attendance Correction Application	Update missing time information for employee application online using ESS option and get approved by immediate manager on system	Paperless and email-free attendance correction request on system.
Attendance Policy	Configure attendance policies of system like late deduction overtime formula, early going / half-day, etc. and assignment of attendance policy either employee wise or employee's category wise	Various attendance policy for different types of employees, groups or individuals.
Shift/ Work Schedule	Define types of shifts available in system with begin and end timings with rotation policy, i.e. Monday day shift, Tuesday Evening Shift, etc. with Lunch break, tea break	Manages promptness in attendance.
Overtime Policy	Configure overtime setting for day, night and off-day or holiday working employee wise overtime eligibility workflow for overtime approvals by managers.	Overtime register preparation with approvals.
Leave Application	Leave avail request application employee wise approval by their reporting officer/HOD with effect to automatic leave ledger.	Paperless and e-mail free leave application on system.
Leave Policy	Maintain Different Leave Policies number leave allowed to which gender, upon confirmation or joining and pro-rate formula, carry-forward or not en- cashable or not.	Companywide different leave policy for individual employee or groups.
Daily, Monthly, Yearly attendance and Leave reports	All reports like Leave Opening Balance, Daily Basic Attendance, Daily detail Attendance Report, Monthly Basic Attendance, In Out Summary, Detail In Out Summary, Yearly Summary, Leave Balance, Leave Monthly Aailed Report	Brings discipline and punctuality in organisation.
<p>Following features also included: -</p> <ul style="list-style-type: none"> • Leave and Duty Management <ul style="list-style-type: none"> ➤ Management and allocation of officials for month wise shift duty for operational division like security, engineering etc. ➤ Provision of insertion of on duty/deputation (OD). 		
<p>Note: - The vendor has to integrate with the Biometric Attendance Machine(s). In case, the client upgrade its Biometric Attendance System, the bidder during its currency of contract will integrate with the upgraded Biometric System at no cost to ITPO, so as to enable required employees attendance data. The HRMS software shall be integrated with</p>		

	<p>Bio-metric and tally system. The presently available biometric attendance system shall be linked with the leave record maintained by the Administration Division so that the leave account may be debited automatically whenever the employee remains on leave. The leave record shall be further linked with the software of finance Division”.</p> <p>The Application shall have to be integrated with Tally ERP Version 9 currently being used in ITPO by providing output data file as required by the software. The entire requirement for any integration with Tally ERP Version 9’s payroll module shall form part of the scope of work of this tender document without any extra cost implementation to ITPO.</p> <p>Any new/ or updated policy of ITPO should be incorporated in the software time to time with no extra cost to ITPO.</p> <p>Vendor has to provide other value added services such as Database Hosting, creation and tuning, Backup & Restore Facility, Virus and Spam Removal, System Log Maintenance, Traffic control & Monitoring, Database Management, Visitor Track Management and Analysis. Vendor has to ensure that the data is available at any point of time without any loss and may plan the backup cycle accordingly.</p> <p>Any new development or updations after the software go-live will be consider in the same scope of work for which no additional cost will be made by ITPO. These will be carried out by the developers posted on site however, necessary technical support shall be provided to the team as and when required.</p>
2.	<p><u>DATA MIGRATION</u></p> <p>Data shall be migrated from the current application (Desktop Application having databased designed in Oracle) and media to the new application prior to the ‘go-live’ of the respective location.</p> <p>The key data migration requirements include:</p> <ul style="list-style-type: none"> • Design the data migration and acceptance methodology and plan. • Risk identification and Mitigation Plan for Data Migration. • Data mapping. • Perform data cleansing for incorrect/incomplete data. • Data migration. • Corrections of the migrated data during Data Quality Assessment and review. • Obtain sign off on migrated data. • On completion of the migration, all data from current applications shall be available in the HRMS system. <p>The tool/utility for performing data migration must be designed by the vendor after an adequate study of the data to be migrated.</p> <p>Since there would be significant difference between existing database table structures and database table structures of new application, there must be mapping done between the existing tables and proposed tables and data be made compatible for migration into new tables. A comprehensive data mapping exercise must be undertaken by vendor before embarking on data migration. A good detail map will detail an in-depth cross-referencing of all mutual fields across the source system and the target system. It must included the following (but not limited to):</p> <ul style="list-style-type: none"> • Names of applicable to and from fields. • Lengths and data types of these fields. • Mapping of relationships between entities. • Check on the constraints, unique fields and integrity checks. • Any logic involved in mapping such as string truncations or validations against any business rules. <p>Vendor shall carry out validation of the data migrated into the HRMS system. Data quality in the target system should be assessed and detailed metrics prepared for the</p>

	migrated data. Any exceptions, errors found are to be resolved and the migrated database should sign off. Vendor shall be responsible for migration of operational data.
3.	<p><u>HOSTING SERVICES</u></p> <p>Bidder is required to provide the dedicated/ cloud server space with the latest hardware and software specifications (minimum Tier III level server) so that proposed HRMS application may be hosted. The hardware and software provided must be good enough to handle the peak load. Hosting should be in India only.</p> <p>Note: In case ITPO decides to host proposed application on NIC Cloud or on its own server this line item will not be executed. However, the server handling, maintenance and installation of HRMS software shall be part of work of the contract at no extra cost to ITPO.</p>
4.	<p><u>SUPPORT REQUIRED REPORTS</u></p> <p>→ Merging of web application data with the financial accounting management software maintained by ITPO's Finance Division i.e. Tally & other software's.</p> <p>→ Data transfer to ITPO's server for accounts management software for generation of Reports and generation of required reports.</p> <p>→ Any other report as per requirement of ITPO.</p> <p>→ Query based reports, so that fields can be chosen and reports generated as per requirement such as on the basis of the following: -</p> <ul style="list-style-type: none"> • Employee Code • Name of the Employee • Designation • Date of Birth • Date of Retirement • Promotion Details • Date of Joining • Basic Pay with Pay Scale • Leave Details • Place of Posting etc. <p>→ All the reports should be printable and can be generated by the User Division as per the required format i.e. .xls , .doc, .pdf etc.</p>
5.	<p><u>MANPOWER SUPPORT</u></p> <p>The vendor will provide four(4) manpower to be stationed at ITPO Headquarters:</p> <ul style="list-style-type: none"> • One Senior Developer <ul style="list-style-type: none"> • Having regular postgraduate degree such as M.E/M.Tech/MCA in Information Technology computer related field with 5 years experience in open source technology which is required to complete the work in specified time period and best possible manner. • To undertake the required modifications and customization in the software • Will act as Team Leader. • One Junior Developer <ul style="list-style-type: none"> • Having regular graduate degree such as B.E/B.Tech/BCA in Information Technology computer related field with 2 years experience in open source technology which is required to complete the work in specified time period and best possible manner. • To undertake the required modifications and customization in the software

	<ul style="list-style-type: none"> • Two Data Analyst <ul style="list-style-type: none"> • Having regular graduate degree such as BCA preferably in Information Technology related field with 1 year experience in open source technology which is required to complete the work in specified time period and best possible manner. • Having basic computer knowledge such as MS-Office and comfortable in English language and able to access database and support developer if required. The manpower should also possess good typing skills. • For generating required reports • Assisting the user division in case of any technical issues • Attend the phone calls, email etc in order to provide online support. <p>→ The persons need to be stationed on regular basis and company has to make arrangements for substitute in case the regular person goes on leave for a period of more than two (2) days or otherwise. These persons will be doing customization as well as provide operational maintenance support of these services. If the bidder feels there will be additional manpower requirement the same shall be deputed at no extra cost to ITPO.</p> <p>→ The normal working hours would be 9:30 AM to 6:00 PM on working days. However, if required, the working hours may be extended beyond the office hours and on Saturdays and Sundays without any extra cost, such as special duties during exhibitions/trade fairs etc.</p> <p>→ These developers will bring their own Laptop (i7 4nos.) and internet (4G dongles 4nos.) connection. The printer/ stationery and consumables are to be provided by ITPO. ITPO will also provide sitting space, electricity, chair and table etc. to the vendor.</p> <p>→ The successful bidder shall provide smart phone(s) to data analyst(s) with SIM card for calling purpose. Monthly bill/ recharge shall be done by the bidder only at no extra cost to ITPO. Smart phones are required in order to get screen shots etc on email whatsapp for quick trouble shooting purpose. In addition ITPO shall also provide a landline phone for calling/ call receiving purpose.</p> <p>→ The agency so selected shall use these documents, source code/program files etc. and run the system as per the requirements of ITPO. The agency so selected will have to handover the system to ITPO along with the documents (Latest Updated Versions) and program files/source codes etc. one month before completion of the contractual period.</p> <p>Note: All manpower as aforementioned should be provisioned from the day of commissioning of the project i.e. One day after signing of the contract Agreement who will coordinate for the software development work, attend meetings, gather data, prepare documents etc. Delay in deployment of manpower may attract a penalty of Rs. 5,000/- for the first week of delay and additional Rs. 5,000/- for delay exceeding beyond one week limited to a maximum delay of two weeks. ITPO reserves the right to terminate the contract for a delay beyond 15 days. No change of manpower is allowed during the Period.</p>
6.	<p><u>ALERT MODULE</u></p> <ul style="list-style-type: none"> • SMS MODULE Minimum 2 Lakh SMS per year. However, it may increase as per need for which provision should be kept by bidder. Cost for SMS module to be borne by the successful bidders. • EMAIL MODULE For correspondence to all employees. Cost for email module to be borne by the successful bidders.
7.	<p><u>GENERAL REQUIREMENTS</u></p> <ul style="list-style-type: none"> • System should provide online password authentication at user level, application level, menu level, operation level. • System should support storage of password in the database in encrypted form

	<ul style="list-style-type: none"> • System should provide granular level of access control to implement segregation of duties. • System should support definitions of access rights for online available reports. • System should support defining user activity access to be based on the following and not limited to input, Hold, Modify etc. • System should have the ability to lock the entry screen after a user specified number of incorrect password. • Database should support cluster environment. • Database should support automatic storage management. • Database should provide best in class fault tolerance performance and scalability with no application changes necessary. • Database should allow unstructured data to be stored in the database and should support the querying and compression of the unstructured data. • SMS/E-mail alert service can be incorporated with any of the features of the software as per the requirement by ITPO. • Bidder should create Application Programming Interface (API) after the development of software so that at a later stage it can be utilized by ITPO for integration with any other application. 																								
8.	<p><u>USER ACCEPTANCE TESTING AND SECURITY AUDIT</u></p> <p>ITPO will undertake an exercise of Testing, Acceptance and Certification of systems implemented for the project preferably through a third party agency (referred to as Quality Assurance/Certification Consultant or consultant), as soon as the agency declares the system to be ready for the exercise. The following methodology may be adopted: ITPO shall nominate a suitable neutral and technically competent agency/ consultant for conducting acceptance testing and certification. The agency/ consultant will lay down a set of guidelines following internationally accepted norms and e-Governance Standards for the testing and certification in all aspects of project development and implementation covering software, hardware and networking including the processes relating to the design of solution architecture, design of systems and sub-systems, coding, testing, business process description, documentation, version control, change management, security, service oriented architecture, performance in relation to compliance with SLA metrics, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and the agreement.</p>																								
9.	<p><u>PROJECT TIMELINESS</u></p> <p><u>Design, Development and testing of the integrated Application</u></p> <table border="1"> <tr> <td>Requirement Study</td> <td>T + 15 DAYS</td> </tr> <tr> <td>Preparation and submission of SRS document</td> <td>T + 20 DAYS</td> </tr> <tr> <td>Review and sign off on SRS</td> <td>T + 25 DAYS</td> </tr> <tr> <td>Preparation and submission of Software Design Development</td> <td>T + 40 DAYS</td> </tr> <tr> <td>Review and sign off on SDD</td> <td>T + 45 DAYS</td> </tr> <tr> <td>Application Development and Testing</td> <td>T + 100 DAYS</td> </tr> <tr> <td>Users' Acceptance Testing</td> <td>T + 120 DAYS</td> </tr> <tr> <td>Application Roll Out</td> <td>T + 150 DAYS</td> </tr> </table> <p><u>Preparation of data & migration of legacy Data</u></p> <table border="1"> <tr> <td>Preparation of Data Migration Plan</td> <td>T + 45 DAYS</td> </tr> <tr> <td>Uploading & Migration of legacy Data</td> <td>T + 130 DAYS</td> </tr> </table> <p><u>Implementation of Training Initiatives</u></p> <table border="1"> <tr> <td>Preparation of training plan and training material</td> <td>T + 110 DAYS</td> </tr> <tr> <td>Communication to employee about new</td> <td>T + 120 DAYS</td> </tr> </table>	Requirement Study	T + 15 DAYS	Preparation and submission of SRS document	T + 20 DAYS	Review and sign off on SRS	T + 25 DAYS	Preparation and submission of Software Design Development	T + 40 DAYS	Review and sign off on SDD	T + 45 DAYS	Application Development and Testing	T + 100 DAYS	Users' Acceptance Testing	T + 120 DAYS	Application Roll Out	T + 150 DAYS	Preparation of Data Migration Plan	T + 45 DAYS	Uploading & Migration of legacy Data	T + 130 DAYS	Preparation of training plan and training material	T + 110 DAYS	Communication to employee about new	T + 120 DAYS
Requirement Study	T + 15 DAYS																								
Preparation and submission of SRS document	T + 20 DAYS																								
Review and sign off on SRS	T + 25 DAYS																								
Preparation and submission of Software Design Development	T + 40 DAYS																								
Review and sign off on SDD	T + 45 DAYS																								
Application Development and Testing	T + 100 DAYS																								
Users' Acceptance Testing	T + 120 DAYS																								
Application Roll Out	T + 150 DAYS																								
Preparation of Data Migration Plan	T + 45 DAYS																								
Uploading & Migration of legacy Data	T + 130 DAYS																								
Preparation of training plan and training material	T + 110 DAYS																								
Communication to employee about new	T + 120 DAYS																								

	structure	
	Training to new roles	T + 140 DAYS
	Training on Application	T + 145 DAYS

Note:

The agency will design the **web based application** to ensure the following:

1. Work Plan
2. Easy-to-use GUI
3. Structuring & Grouping for Information
4. Navigability of the web based application.

→ All the other and intermediate activities which are required for smooth functioning of the project are treated as part of the scope of work. Use of open source technologies should be made by the vendor as much as possible. Technology may be suggested by the vendor. However, the cost associated with the technology or software (Enterprise Version) shall be borne by the successful bidder only including the cost of database software (Enterprise Version) and user licenses if any.

The agency will also design **mobile based application (Android & iOS)** to ensure the following: -

1. User Authentication by Login
2. Easy-to-use GUI
3. User shall be having view rights.
4. Shall be able to view his/her personal details, salary details, leave details etc .
5. Shall be able to apply for leave online.
6. All other features to be included as per the discussion with ITPO.

8. IMPLENATATION APPROACH

i. Please note that the requirements stated in scope of work above are the broad guidelines envisioned by ITPO regarding the HRMS and are to be used as a reference point. It is expected out of the appointed agency that as per the prevalent software development standards:

A **detail design document** will be created by the vendor of the ITPO requirements, once the contract is awarded and before the start of the development.

The Design document will be created in concurrence with the ITPO.

ii. It is suggested that an incremental software development approach is adopted by the vendor with provision for intermediary reviews, so that suitable modifications can be done before the completion of the end product.

iii. A detailed test plan should be created to check every aspect of the end product. Website will be accepted and deployed only after a comprehensive user acceptance testing.

iv. The successful vendor shall get the software audited by cert-in empanelled agency without any extra cost to ITPO. The security audit for the web application as well as mobile application should be completed before launching of the web application and mobile application.

9. TIMELINESS

- A time period of 150 days will be given from the start of the contract period for completing the project including security audit.
- A grace period of 30 days may be considered by ITPO in case if the bidder requests in writing for it due to valid reasons.

10. TRAINING & OTHER DELIVERABLES

The vendor shall provide training on the web based application software solution developed to the associated personnel and end users of ITPO at ITPO Headquarters, Pragati Maidan, New Delhi - 110001. The proposed number of attendees for the training programme will be around 100. The vendor should conduct the training so as to enable users in understanding the backend and facilitate Q&A sessions for any clarifications. Preferably the training session should be of at-least seven (07) days. Training module shall be designed by the vendor in consultation with ITPO. Desktop/Laptop, Projector arrangement etc. shall be done by the ITPO. However, training material, stationery arrangements etc. shall have to done by the vendor.

Vendor shall provide the following: -

- Online User Guide (In PDF Format) access able to each employee
- Online User Guide (In Video Format) access able to each employee
- Online Context Sensitive help
- System Requirement Specification (SRS) Manual (Soft Copy as well as Hard Copy)
- System Manual- Architecture, Entity-Relationship diagrams, Source Code [for all customization] (Soft Copy as well as Hard Copy)
- User Manual (Soft Copy as well as Hard Copy)
- Detailed Project Report [System Configuration Documentation , System Administration Manuals] (Soft Copy as well as Hard Copy)
- Security Audit Certificate

11. ELIGIBILITY CRITERIA

S. No.	Criteria	Required Documents
1.	The bidder should be a company registered in India under the Indian Companies Act 1956/2013 or a partnership registered under the India Partnership Act 1932 or a society constituted under the Societies Registration Act 1860 with their registered office in India for the last five years as on 31 st March, 2016.	<ul style="list-style-type: none">• Copy of valid Certificate of Registration attested by Company Secretary/ authorized signatory should be submitted by the bidder.• Copy of PAN card attested by authorized signatory should be submitted by the bidder.
2.	The bidder should have ISO 9001:2008/2015 certification.	Copy of valid certificate attested by authorized signatory should be submitted by the bidder.
3.	The bidder should have Capability Maturity Model (CMM) Level 5 certification.	Copy of valid certificate attested by authorized signatory should be submitted by the bidder.

4.	The bidder should have valid GSTIN.	Copy of valid Certificate of Registration attested by authorized signatory should be submitted by the bidder.
5.	The bidder should have a technical support office in operation in Delhi/NCR and support centres manned with qualified staff with a Toll Free number.	Copy of address proof of office premises in Delhi/NCR attested by authorized signatory should be submitted by the bidder. The bidder which is not having a toll free number may provide an undertaking on its letter head duly signed by the authorised signatory to the effect that the same shall be obtained immediately in case the bidder is declared L1 and awarded the contract.
6.	The bidder should have valid registration under the EPF & MP Act, 1952 and ESI Act, 1948.	Copy of valid Certificates of Registration attested by authorized signatory should be submitted by the bidder.
7.	The bidder should not be barred or black-listed by any central/ state govt. departments/ organizations/ PSUs for any reason on the date of bid submission.	A self-declaration certificate from the authorized signatory should be submitted by the bidder.
8.	The bidder should have a minimum average annual turnover of Rs. 2 Crores in last three financial years i.e. 2016-17, 2015-16 and 2014-15 (financial years). The bidder must also have positive net worth as on 31st March 2017.	Attested audited copies of bidder`s annual reports for the years i.e. 2016-17, 2015-16 and 2014-15 (financial years) alongwith a certificate from a practicing Chartered Accountant on his letter head confirming annual turnover , average annual turnover & positive net worth during these financial years should be submitted by the bidder.
9.	The bidder should have the experience of successfully executing similar project(s) of implementation of HRMS solution in last 5 financial years (i.e 2016-17, 2015-16, 2014-15, 2013-14, 2012-13) or till the date of submission of bid for any Central/State govt. Department/ PSU/ Autonomous bodies/ reputed private companies . The project value for a single project must not be less than Rs. 40 lakh or for two similar projects should not be less than Rs. 20 lakh each or for three similar projects should not be less than Rs. 15 lakh each. The quoted prior experience work(s) should be fully completed as on the date of submission of bids.	Copies of purchase orders alongwith scope of work & deliverables and satisfactory work completion certificate(s) issued by the purchaser.
10.	Cost of tender document Rs.2,360/- (Rupees Two thousand Three Hundred Sixty Only) including GST @ 18%	Demand Draft (DD) or Bank Pay order in favor of "India Trade Promotion Organisation" Payable at New Delhi.

11.	Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty thousand only)	Demand Draft (DD) or Bank Pay order in favor of “India Trade Promotion Organisation” Payable at New Delhi.
-----	--	--

Note: Bid without a valid EMD will be rejected outright.

The firms registered with National Small Industries Corporation (NSIC)/ Micro, Small and Medium Enterprises (MSME) are exempted from furnishing bid guarantee/EMD, cost of tender documents provided that such small scale units are registered under single point registration scheme of NSIC / MSME and are valid on the scheduled date of tender opening and the product range mentioned in the certificate is the same or similar to the tender requirement. The NSIC / MSME certificate duly attested by any Notary Public with seal and date shall only be accepted.

12. PROCESSING FEE

- i. The processing fee is non-refundable.
- ii. The EMD is non-interest bearing.
- iii. The successful bidders’ EMD will be discharged upon expiry of “Offer Validity Period” or upon receiving of Performance Guarantee. EMD of unsuccessful bidders shall be refunded after finalization of Tender.
- iv. The EMD will be forfeited:
 - If a bidder withdraws his bid during the period of validity.
 - Or in case of a successful bidder, if the bidder fails to sign the contract in accordance with terms and conditions.

13. UNDERTAKING

An undertaking from the Bidder stating the compliance with all the conditions of the Contract and Technical Specifications of the Bidding Document will be required, since no deviation will be acceptable to ITPO.

14. BID PRICES

- i) The price i.e. offer must be made by the intending bidder covering all important points mentioned in the bid format. The financial offer may be submitted keeping in view the terms and conditions of this bid document and site conditions.
- ii) The bidder shall include payment of all dues such as taxes & other statutory dues, not specifically mentioned in the specification but essential for successful completion of work. The bidder shall not be eligible for any extra charges in respect of such payments. Though not mentioned in the bid document extra charges if any shall be paid by the bidder only.
- iii) All liabilities, whatsoever, on account of copy rights or any other reason, if any, shall be borne by the bidder.

15. PERIOD OF VALIDITY OF BID

i) Validity Period:

Online Bids shall remain valid for 180 days after the date of bid opening prescribed by ITPO; ITPO holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

ii) Extension of Period of Validity

In exceptional circumstances, ITPO may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional. A Bidder granting extension of validity will not be permitted to modify his technical or Item Rate BoQ.

iii) Amendment of RFP

At any time prior to the deadline for submission of proposal, ITPO may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document and it will be notified.

16. MODIFICTIONS/ SUBSTITUTIONS/ WITHDRAWAL OF PROPOSALS

- i. The applicant may modify, substitute, or withdraw its proposal after submission prior to proposal due date. No proposal shall be modified, substituted, withdrawn by the applicant after the proposal due date.
- ii. Any alteration / modification in the proposal or additional information or material supplied subsequent to the proposal due date, unless the same has been expressly sought for by the authority, shall be disregarded.

17. COMPLIANCE WITH STATUTORY OBLIGATIONS

- The bidder shall be responsible for ensuring compliance with provisions of related Labour Laws (Central/State) and specifically factory Act, Minimum Wages Act, Payment of wages Act, PF Act ,ESI Act, Payment of Bonus Act, Contract Labour (R&A) Act, Workmen Compensation Act etc. as applicable from time to time. The bidder shall be solely responsible for any cost and consequences on account of any breach and or non-compliance of any of the provisions of the Labour laws. The service provider shall indemnify ITPO against any claims/costs/damages and Penalties in respect of breach of the any of the provisions of the laws in force.
- It shall be the responsibility of successful bidder to comply with all liabilities arising out of any provisions of Labour Acts/Enactments (including PF/ESI/INSURANCE) hitherto in force or enacted from time to time during the term of the contract. In case of any breach, the successful bidder shall immediately notify ITPO in this regard.
- The employees of the Successful bidder shall not be deemed to be employees of ITPO; hence the compliance of the Laws with respect to its/their employee/their welfare will be the sole responsibility of the Successful Bidder. ITPO does not bind itself to provide any Canteen, Medical & Transport facilities inside or outside ITPO.
- The successful bidder will maintain attendance register & wage register of its employees.

- The successful bidder shall take out a Workmen Compensation Policy & covering all his employees for the contract period & submit a copy of the same to ITPO.
- The service provider has to ensure that the prescribed minimum wages as applicable from time to time to the respective category of personnel deployed at ITPO (as per central/State Govt.) are paid on or before 7th of the following month.
- All records, documents under various statutory provisions including ESI/PF/Disbursement of monthly Wages shall be maintained by the successful bidder and shall be open for inspection by an authorized representative of ITPO/third party authorized by ITPO and Government Agencies.

18. SPECIAL TERMS AND CONDITIONS

- ITPO shall reserve the right to verify the operation and performance of project by the bidder and the bidder shall permit ITPO to do so. The ITPO will evaluate the information submitted by the bidder with regard to bidder's capacity. The bidder cannot subcontract the work at any stage without prior written approval from the ITPO.
- The job would be awarded to the L1 bidder, whosoever declared as L1 bidder, as per the criteria defined in the Item Rate BoQ.
- Rates quoted in the Item Rate BoQ should be valid for the complete contract period as no changes in the price bid would be considered at a later stage.
- E-tenders with incomplete information are liable for rejection.
- E-tender not submitted in the format specified as per the tender document will be summarily rejected.
- E-tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
- The bidder cannot make any amendment in the Technical Bid /Item Rate BoQ; neither can he impose any condition. All such bids will be rejected at the discretion of ITPO.
- The user department will assign the job order with the time frame for completing the job.
- The rates quoted in the price bid will be inclusive of all taxes, (except GST), fees, levies, etc and any revision in the statutory taxes, fees, etc will be the responsibility of the Bidder.
- The agency will submit the invoice supported by complete description of work and rate payable as per job order.
- Further the invoice should also be supported with detail of documents serial/date wise, with hard/soft copies without duplication containing exact number of pages.
- The invoice should contain PAN No., VAT/ST No., Job Order no. And address of the bidder when the payment has to be made.

19. CLARIFICATION ON BID DOCUMENTS

The prospective bidders are advised to collect all information regarding functioning of prevailing working procedures and systems of different departments and inter departments which may be necessary for the purpose of bidding and submit a realistic offer for the successful development & implementation of HRMS software and other ancillary works at their own cost without any liability on ITPO. Problems if any, arising out of submission of

bid without proper assessment of requirement by the bidder shall no way be considered by ITPO.

A prospective bidder requiring any clarification on the bid documents may request/forward their clarifications/queries to the Manager, IT Services Division, ITPO, Pragati Maidan, New Delhi-110001 before the date of per-bid meeting. Copies of consolidated queries of bidders and response of ITPO will be issued by ITPO as addendum in the website, only if the clarifications requested for, are considered appropriate by ITPO. All the queries/clarifications may be forwarded on the e-mail: - computerdiv@itpo.gov.in/info@itpo.gov.in.

20. ACCEPTANCE & WITHDRAWALS

The right of final acceptance of the tender is entirely vested with ITPO who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. There is no obligation on the part of ITPO to communicate with rejected Bidders. After acceptance of the tender by ITPO, the Bidder shall have no right to withdraw his tender, or claim higher price.

21. ITPO'S DECISION TO BE FINAL

The final decision would be based on the technical capacity and pricing. ITPO does not bind itself in selecting the firm offering lowest prices alone. The tender shall be submitted neatly and all corrections, over -typing shall be attested with seal and full signature. ITPO reserves the right to not to accept lowest price, to reject any or all the tenders without assigning any reason. Tendering/Subsequent award of job shall not in any way entitle the vendor to have any exclusive rights and privileges.

22. AWARD CRITERIA

I. Preliminary Scrutiny: ITPO will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. ITPO may, at its discretion, waive any minor nonconformity or any minor irregularity in an offer. This shall be binding on all Bidders and ITPO reserves the right for such waivers.

II. Financial evaluation of the quote received will done. Non-responsive/Non-complete bids shall be summarily rejected and no communication of the same will be obligatory on the part of ITPO.

23. PERFORMANCE SECURITY

Within 15 days of the receipt of Notification of Award / Letter of Intent from ITPO, the successful Bidder shall furnish the Performance Security for an amount of equivalent to 10% of the total contract value in the form of Demand Draft (DD) drawn in favour of "India Trade Promotion Organisation" payable at New Delhi. Performance security shall be refunded preferably within 90days after conclusion of the contractual period. Delay in submission of performance security may attract a penalty of Rs. 5,000 for the first week of delay & additional

Rs 5,000 for delay exceeding beyond one week limited to a maximum delay of two weeks. ITPO reserves the right to terminate the contract for a delay beyond 15 days

24. PAYMENT TERMS & PERIOD OF CONTRACT

1. ITPO shall pay fixed charges, on mutually agreed basis for the contracted services rendered.
2. No Boarding, Lodging, TA, DA or any other expenses shall be paid by ITPO for providing Services.
3. Payments will be made as per the below schedule:

Sr. no.	Activity	Payment (%) to be released
1	After implementation, commissioning & final acceptance of the Application	75% of the application development cost
2	After training and Go-Live of the Application	25% of the application development cost

4. ITPO shall deduct any dues, such as TDS etc. while making payments.

Warranty & Free Maintenance

The vendor shall provide support for any bugs to the developed solution for which support should be available on call / email / telephone. The time frame of such warranty & free maintenance is proposed to be for a period of one (1) year from the date of Go-live and formal acceptance.

The scope of work includes updating and maintenance of application would include revising, editing web pages/forms to keep the application up to date, taking regular data backups and submission of detailed reports once a week on the work progress.

Annual Maintenance Contract

The maintenance period/ contract shall start after completion of the above stipulated warranty period of one (1) year from the date of Go-live and formal acceptance and will be for a period of Two (2) years to be renewed annually subject to rendering of satisfactory services by the vendor and at the sole discretion of ITPO, New Delhi. Payment for the maintenance period shall be released in equal quarterly installments for a particular annual maintenance contract year after completion of the quarter and submission of proper invoice (s) subject to satisfactory services rendered by the vendor.

Note: ITPO will process the payment on receipt of the bills, statutory challans etc. and as per procedure and terms & conditions in vogue.

25. LIQUIDATED DAMAGES

Failure to deliver the HRMS software in the stipulated period of one (1) week from the date of handing over of HRMS software will result in imposition of penalty of Rs. 10,000 per day of delay for a period of one(1) week and thereafter, Rs 20,000 per day of further delay for another two (2) weeks. Delay beyond three (3) weeks may attract forfeiture of the Performance Security/ Guarantee and cancellation of contract, at the discretion of ITPO.

26. TAXES AND DUTIES

The prices (including all taxes, duties, etc excluding GST) quoted in the bid shall hold good and shall be binding on the bidder, notwithstanding any increase in the prices of materials and labour or in the freights or levy of other charges whatsoever and the bidder shall not be entitled to claim any increase over the rates quoted by him during the period of currency of the contract except taxes and duties as introduced / modified by Govt. from time to time if any within the period from last date of bid submission to the original completion date of the Contract. Reimbursement of any new tax or variation of existing tax, introduced during last date of bid submission to the original completion date of the Contract shall be paid in actual on submission of documentary evidence.

The extended period of Contract for the purpose shall only be considered on merit.

27. NOTIFICATION OF AWARD & SIGNING OF CONTRACT WITH PURCHASER

The Bidder whose Bid has been accepted shall be notified of the award by ITPO, by registered letter, fax or by official mail. The Bidder shall acknowledge in writing, the receipt of the Letter of Indenter Notification of award of work and shall send his acceptance to enter into the Contract within three (3) days from the receipt of the Letter of Intent notification of work award. Bidder shall also enter into the agreement with ITPO on non judicial stamp paper of Rs 100/- within 7 days of acceptance.

28. EXPENSES FOR THE CONTRACT

All incidental expenses of the execution of the contract/ agreement shall be borne solely by the successful bidder and such amount shall not be refunded to the successful bidder by the ITPO.

29. FAILURE TO ABIDE BY THE CONTRACT

The conditions stipulated in the contract shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the contract without prejudice to the rights of ITPO.

30. TERMINATION FOR DEFAULT

The company may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the contractor, terminate this contract in whole.

a) If the contractor fails to deliver any or all of the goods and perform services within the time period(s) specified in the contract, or any extension thereof granted by the company.

b) if the contractor fails to perform any obligation(s) under the contract .

c) if the contractor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the company.

31. GOVERNING LAW

The laws of Republic of India shall govern the Tender Document and the Contract.

32. INDEMNIFICATION

- The Bidder/Service Provider shall indemnify ITPO against any claims, damages, loss or penalty including costs thereof in case of liability arising out of any accident/incident involving manpower deployed by him/it.
- ITPO will not be responsible for any injury sustained by Bidder/ Service Provider's personnel during the performance of its/their duties and also any damage or compensation due to any dispute between them and it's personnel. Any expenditure incurred by ITPO to handle the situation arising out of the conduct of personnel deployed by the bidder /Service Provider will be made good from Security Deposit/Bills of the bidder /Service Provider.
- In case of injury or loss of ITPO staff due to any act or deed of successful bidder's employee or due to an accident, the successful bidder shall arrange to pay ITPO employee or his legal heirs as per existing Govt. rules and regulations. The insurance claim settlement shall be the sole responsibility of the successful bidder. The legal costs will also be borne and paid by the successful bidder.
- The bidder shall also indemnify to ITPO for making good any claim/penalty /loss or damages including costs thereof in respect of any breach or violation of any of the provisions of any law including labour laws governing the employee of the bidder. In case of failure to make good above losses / expenses to ITPO, the same shall be deducted from the monthly bills / security deposited / future payments due to the bidder.
- The service provider shall indemnify ITPO against third Party claims arising out of equipment malfunctioning/mishandling on the part of personnel provided by the Service Provider. The Service Provider shall also indemnify to reimburse any theft, loss or damage by his personnel to ITPO personnel or property including machinery, equipment or buildings. In case, any such amount is not deposited/paid to ITPO, the same shall be deducted from Security Deposit/Bills/Future payments due to the Service Provider.

33. RESOLUTION OF DISPUTES

The dispute resolution mechanism shall be as follows:

- All matters of dispute arising out of this shall be governed by Indian law and subject to court jurisdiction in New Delhi.
- In the event of any question, dispute or difference arising under the agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) the same shall be referred to sole arbitration of the CMD, ITPO (hereinafter referred to as the said officer) and if the CMD, ITPO is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the CMD, ITPO. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory medication or re-enactment thereof of any rules made thereof.
- The Arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

- The venue of the arbitration proceeding shall be the office of ITPO or any other suitable venue decided by the Arbitrator.
- Upon any and every reference as aforesaid, the assessment of costs and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.

34. SUBMISSION OF BIDS

- Bid should be submitted only through online mode at CPPP website: <https://eprocure.gov.in/eprocure/app>. Manual bids shall not be accepted.
- Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>'.
- The tender shall be submitted online in Two part, viz., technical bid and price bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
- Technical Bid
 - Signed and scanned copies of the documents mentioned in the Eligibility Criteria are to be uploaded on the portal (point-9)
- o Item Rate BoQ
 - Price bid undertaking
 - Schedule of price bid in the form of BOQ_XXXX .xls
- Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- Bidder who has downloaded the tender from the ITPO Website and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with ITPO.
- Bidders are advised to visit again ITPO website and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter

35. AUTHENTICATION OF BID

The original and all copies of the Bid Document shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. A duly stamped Power-of-Attorney accompanying the Bid Document shall support the letter of authorization. The person or persons signing the Bid Document shall initial all pages of the Bid Document, including pages where entries or amendments have been made.

36. VALIDATION OF INTERLINEATIONS IN BID

Any interlineations, erasures, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.

37. ANNOUNCEMENT OF BIDS

The Bidder's names, Bid modifications or withdrawals and the presence or absence of requisite bid security and such other details will be announced at the time of opening. No bid shall be rejected at bid opening, except for late bids.

38. BIDS NOT CONSIDERED FOR EVALUATION

Bids those are rejected during the bid evaluation process shall not be considered for further evaluation, irrespective of the circumstances.

39. OPENING OF ITEM RATE BOQ

Item Rate BoQ will be opened and compared at the specified date and time. The name of Bidder, bid prices, total amount of each Bid, etc. shall be announced by the ITPO at the Item Rate BoQ opening. The date, time and venue of opening of Item Rate BoQ will be advised to the technically qualified bidders separately.

40. CLARIFICATION OF BIDS

To assist in the evaluation, comparison and an examination of bids, ITPO may, at its sole discretion, ask the Bidder for a clarification of its bid including breakup of rates. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, ITPO reserves the right to make its own reasonable assumptions at the total risk and cost of the bidder.

41. COMPLETENESS OF BIDS

ITPO will examine the bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bid Documents are substantially responsive to the requirements of the Tender Document.

42. RECTIFICATION OF ERRORS

Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between the rates in words and figures, the rate in words will govern. If the bidder does not accept the correction of errors, his bid will be rejected and his EMD may be forfeited.

43. REJECTION OF BID

A bid that does not meet all pre-qualification criteria or is not responsive shall be rejected by ITPO and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation by the bidder.

44. FORCE MAJEURE

The successful bidder shall not be liable for forfeiture of its Performance Security or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purpose of this clause, "Force Majeure" means an event beyond the control of the successful bidder and not involving the successful bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the successful bidder shall promptly notify ITPO in writing of such conditions and the cause thereof. Unless otherwise directed by ITPO in writing, the successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

CHECKLIST WITH PAGE NUMBERS
(To be filled properly and submitted alongwith technical bid)

<u>S.NO.</u>	<u>ITEM</u>	<u>YES/NO</u>	<u>Ref. Page No.</u>
1.	As per Clause No. 11(1) of tender document		
2.	As per Clause No. 11(2) of tender document		
3.	As per Clause No. 11(3) of tender document		
4.	As per Clause No. 11(4) of tender document		
5.	As per Clause No. 11(5) of tender document		
6.	As per Clause No. 11(6) of tender document		
7.	As per Clause No. 11(7) of tender document [Annexure – VIII]		
8.	As per Clause No. 11(8) of tender document [Annexure – V]		
9.	As per Clause No. 11(9) of tender document		
10.	Annexure – I [TECHNICAL BID]		
11.	Annexure – II [FORMAT FOR APPLICATION & LETTER OF UNDERTAKING REGARDING ACCEPTANCE OF TERMS & CONDITIONS]		
12.	Annexure – III [FORMAT FOR POWER OF ATTORNEY FOR NOMINATING/ APPOINTING – AUTHORISED SIGNATORY]		
13.	Annexure – IV [FORMAT FOR POWER OF ATTORNEY FOR THE AUTHORISED SIGNATORY]		
14.	Annexure – VI [PRICE BID UNDERTAKING]		
15.	Annexure – VIII [UNDERTAKING APROPOS INDEMINFYING ITPO]		
16.	Annexure – IX [PERFORMA OF AGREEMENT]		
17.	Annexure – X [Service Level Agreement and penalties]		
18.	Copy of cancelled cheque		

**India Trade Promotion Organisation
(A Govt. of India Enterprise)
Gate No. 3, Pragati Bhawan, Pragati Maidan
New Delhi – 110001**

TECHNICAL BID

Tender No ITPO/ITSD/HRMS/2016-17

Sub: Invitation of online bids for Development and Maintenance of Human Resource Management System web based software

Company Details

Name of the Company: _____

Mailing address: _____

Contact Executive _____

(Name & designation)

Tel: _____ Fax: _____ Mobile: _____

Email: _____ Website: _____

1. Registration Number of the company _____

2. GSTIN. _____ **PAN No.** _____

TAN No. _____

3. Details of EMD:

Demand Draft No. _____ Date _____

Name of the bank _____ Amount _____

Date: _____

4. Details of Cost of Tender Document

Demand Draft No. _____ Date _____

Name of the bank _____ Amount _____

Date: _____

Seal of the company: (Authorized Signatory) Name and Title:

ANNEXURE-II

**FORMAT FOR APPLICATION & LETTER OF UNDERTAKING REGARDING
ACCEPTANCE OF TERMS & CONDITIONS**

Tender No. ITPO/ITSD/HRMS/2016-17/2017

To,

The General Manager (IT)
I.T. Services Division
India Trade Promotion Organisation
Pragati Bhawan, Gate No.-3
Pragati Maidan
New Delhi-110001

Sub: Development and Maintenance of Human Resource Management System web based software

Dear Sir,

With reference to **Tender No. ITPO/ITSD/HRMS/2016-17 dated _____, 2017**, we hereby submit our bid in the prescribed format as desired by ITPO. We hereby also accept the terms & conditions prescribed in the bid document.

Thanking you,

Yours faithfully,

()

Authorised Signatory

Name _____

Designation_____

Contact No_____

**FORMAT FOR POWER OF ATTORNEY FOR NOMINATING/ APPOINTING –
AUTHORISED SIGNATORY**

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr. /Ms..... son/daughter/wife of..... and presently residing atwho is presently employed with us and holding the position of

..... as our true and lawful attorney (hereinafter referred to as the “Authorised Signatory or Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Invitation of online bids for **Development and Maintenance of Human Resource Management System web based software**, including but not limited to signing and submission of all applications, proposals and other documents and writings, and providing information/ responses to ITPO, representing us in all matters before ITPO, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with ITPO in all matters in connection with or relating to or arising out of our Proposal for the said Tender and/or upon award thereof to us.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Signatory or Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2017

For

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be registered or duly notarised by a notary public.

Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

FORMAT FOR POWER OF ATTORNEY FOR THE AUTHORISED SIGNATORY

Tender No. ITPO/ITSD/HRMS/2016-172017

To,

The General Manager (IT)
I.T. Services Division
India Trade Promotion Organisation
Pragati Bhawan, Gate No.-3
Pragati Maidan
New Delhi-110001

Sub: Development and Maintenance of Human Resource Management System web based software

Dear Sir,

With reference to **tender No. ITPO/ITSD/HRMS/2016-17 dated _____, 2017**, we hereby, authorize the following person as authorized signatory to carry out necessary bid formalities with ITPO with reference to this tender and authorize to sign the bid documents and contract / agreement with ITPO.

Name of Person _____

Designation _____

Contact No (Mobile) _____

Thanking you, Yours
faithfully,

()

Name _____

Designation _____

Contact No _____

CERTIFICATE IN SUPPORT OF FINANCIAL TURNOVER

Tender No. ITPO/ITSD/HRMS/2016-17**2017**

To,

The General Manager (IT)
I.T. Services Division
India Trade Promotion Organisation
Pragati Bhawan, Gate No.-3
Pragati Maidan
New Delhi-110001

Sub: Development and Maintenance of Human Resource Management System web based software

Dear Sir,

In response to the Tender Ref. No. **ITPO/ITSD/HRMS/2016-17** dated _____, **2017**, we hereby declare that the details of total turnover during

last three years (in Lakhs) as follows:

No.	Financial Year	Turnover (Rs. lakhs)
1	2014-15	
2	2015-16	
3	2016-17	
Average Annual Turnover		

Thanking You,

Yours faithfully,

()
Authorised Signatory
Name of the Chartered Accountant _____
Registration No. with Seal _____
Contact No _____

PRICE BID UNDERTAKING

Tender No. ITPO/ITSD/HRMS/2016-17.....2017

From: (Full name and address of the bidder)

To,

Dear Sir/Madam,

- 1. I submit the Price Bid for_____ and related activities as envisaged in the Bid document.**
- 2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.**
- 3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes except GST.**

Yours Faithfully,

(Signature of authorized Representative)

UNDERTAKING APROPOS NOT BEING BARRED/BLACK LISTED

To,

The General Manager (IT)
I.T. Services Division
India Trade Promotion Organisation
Pragati Bhawan, Gate No.-3
Pragati Maidan
New Delhi-110001

Ref: Tender No. ITPO/ITSD/HRMS/2016-17

Sub: Invitation of online bids for appointment of an agency for Development and Maintenance of Human Resource Management System Web based software, Pragati Maidan, New Delhi.

Dear Sir,

We hereby undertake that we have not been currently blacklisted by any Central Govt. /State Govt. / Semi Govt. Organization / Autonomous Bodies or PSUs.

Yours faithfully,

() Authorised Signatory:

Name & Title of
Signatory:

Seal:

Name of Bidder:

UNDERTAKING APROPOS INDEMINFYING ITPO

To,

The General Manager (IT)
I.T. Services Division
India Trade Promotion Organisation
Pragati Bhawan, Gate No.-3
Pragati Maidan
New Delhi-110001

Ref: Tender No. ITPO/ITSD/HRMS/2016-17

Sub: Invitation of online bids for appointment of an agency for Development and Maintenance of Human Resource Management System Web based software, Pragati Maidan, New Delhi.

Dear Sir,

We hereby indemnify ITPO against any loss, damage that it may sustain or any claim made against it or any proceedings that may be taken out against any claims made by our employees for any loss / damage, payment etc during performance of his duty in ITPO

Yours faithfully,

() Authorised Signatory:

Name & Title of
Signatory:

Seal:

Name of Bidder:

PROFORMA OF AGREEMENT

This Agreement (which shall include its subsequent Amendment (s), if any), entered on DD/MM/YYYY into by and between M/s ITPO, a Government of India Company registered under the Companies Act, 1956 having its registered office at Pragati Bhawan, Pragati Maidan, New Delhi-110 001 (hereinafter shall be referred to as “the Company”, which expression unless repugnant to its meaning or context thereof, shall include its executors, administrators, successors and permitted assignees) as ONE PART

AND,

M/s. _____ a firm having its office at (hereinafter shall be referred to as “the Contractor/successful bidder”, which expression unless repugnant to its meaning or context thereof, shall include its executors, administrators, successors and permitted assignees) as OTHER PART. This shall be effective from the DD/MM/YYYY for 03 (Three) years i.e. upto DD/MM/YYYY (Bidding Document No. . **ITPO/ITSD/HRMS/2016-17**. The Contractor, under this Agreement, shall execute the subject job / provide service(s) in a professional manner as per the detailed scope of work as defined in the bidding document and the Company will pay the Successful bidder for execution of the subject job / service(s) provided as per the agreed payment terms and conditions of the bidding/contract document. The Successful bidder shall also be liable for the Defect Liability Period / Warranty Period, if specifically mentioned in the bidding document, for the job executed/ service provided by him/them. All the terms and conditions of the Detailed Letter of Acceptance and its enclosures including bidding document and if Addendum(s) shall be applicable and binding for this Agreement.

In witness whereof the parties have executed this Agreement on DD/MM/YYYY.

Signed and Delivered Signed and Delivered

For and on behalf of

India Trade Promotion Organisation

Name:

Designation:

Date:

Place:

For and on behalf of

Other part

Name:

Designation:

Date:

Place:

Witness 1:

India Trade Promotion Organisation

Name:

Designation:

Date:

Place:

Witness 2:

Other Part:

Name:

Designation:

Date:

Place:

SERVICE LEVEL AGREEMENT AND PENALTIES

The company shall be responsible to provide the service as per the SLA. Any variation in service will attract penalty apart from deduction of the payment on the prorated basis.

→ The SLAs would be monitored using an EMS tool. The cost of the tool would be borne by the bidder as part of the overall solution.

→ Bidder would be responsible for training at least 2 ITPO nominated resources on the usage of the EMS tool deployed. Some of the reports (decided by ITPO Program Management Team in consultation with the bidder) would be on real time basis while others may be weekly or fortnightly or monthly as the need may be.

→ ITPO may decide to get the SLA monitoring tool tested by an agency of its choice.

PRODUCT SUPPORT SERVICES

a. Critical Defects: The presence of a critical defect means that the functionality of the Product is affected, but can be used with the intervention of HRMS manpower support personnel or implies that a program or feature in the Product cannot be used although other programs or features remain unaffected or implies that the Product as a whole functions but a certain feature is somewhat disabled. For a critical defect, bidder will put in its best efforts to resolve the failure within 1 (one) working day after getting the query from the user division..

b. Non critical defects: The presence of a non critical defect means that the functionality of the Product is affected in a non critical area and can be rectified temporarily by a workaround done by the customer personnel themselves, with or without the assistance of HRMS customer support personnel so that the programs can be used or implies that a program or feature in the Product cannot be used but does not critically affect the overall operation of the customer or implies that the Product as a whole functions but a certain feature, which is non critical is somewhat disabled. For a non critical defect Vendor will put in its best efforts to resolve the failure within 2 (two) working days after getting the query from the user division.

c. Trivial Defects: A trivial defect has no significant effect on the functionality of the Product or the usability of the support materials but has a lot of nuisance value. For a trivial defect, Vendor will put its best efforts to resolve the failure within 5 (five) working days after getting the query from the user division.

SYSTEM AVAILABILITY

System Availability is defined as:

$$\{(\text{Scheduled operation time} - \text{system downtime}) / (\text{scheduled operation time})\} * 100\%$$

Where: -

a) “**Scheduled operation time**” means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.

b) “**System downtime**” subject to the SLA, means accumulated time during which the System is not available to the ITPO’s users or customers due to in-scope application failure, and measured from the time ITPO, vendors log a call with the bidder manpower support of the failure or the failure is known to the bidder from the availability measurement tools to the time when the System is returned to proper operation.

Note: - The business hours are 10 AM to 6 PM on any calendar day the ITPO is operational. The bidder however recognizes the fact that the offices will require to work beyond the business hours and holidays on need basis.

Service Levels should be complied with irrespective of the customizations that the applications would undergo during the tenor of the Contract.

PERFORMANCE MEASUREMENTS

Type of Infrastructure	Measurement	Minimum Service Level
System Response Time	End to end response time should be < (end user to core application and back)	99%
System Response Time	Support concurrent users for access to internet portal and core application	99%
Down time for servicing	Each planned down - time for application, database and operating system servicing (up gradation, bug fixing, patch uploads, regular maintenance etc.) will not be more than . This activity will not be carried out during business hours. However, such activities which require more than 4 hours or required to be carried out during business hours will be scheduled in consultation with the ITPO. In case the downtime exceeds the planned hours the additional time taken for servicing will be considered for system downtime as per availability measurements table.	99%
Incident Management	Percentage of incidents escalated resolved	99%

The Service Level Agreement and penalty structure would be as follows: -

S. No.	Minimum Service Level	Penalty as a percentage of Quarterly payment
1.	Between 99.5% to 99%	2% of the Quarterly payment
2.	Between 99% to 98%	5% of the Quarterly payment
3.	Between 98% to 90%	10% of the Quarterly payment
4.	Below 90%	Escalation to ITPO which may lead to partial payment of only 50% Quarterly payment.

Duration of SLA

This Service level agreement would be valid for entire period of contract. This SLA may be reviewed and revised by ITPO, if required. ITPO may also define SLA for any incident which is not covered in the above table,

Breach of SLA

In case the Company does not meet the SLA, ITPO may treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case:

1. Issuance of a show cause notice to the Company.
2. Company should reply to the notice within three working days.
3. If ITPO authorities are not satisfied with the reply, ITPO will initiate termination process.