No: ITPO/SD&CSD/ERP IMPLEMENTATION/13-14

Dated: 2nd December, 2013

India Trade Promotion Organization

(A Govt. of India Enterprise)

Gate No. 3, Pragati Bhawan,

Pragati Maidan

New Delhi – 110001

Request for Proposal (RFP) for

SELECTION OF I.T AGENCY

FOR

PROCUREMENT, CUSTOMIZATION, IMPLEMENTATION AND MAINTENANCE OF ERP APPLICATION AT ITPO

India Trade Promotion Organisation

Functional, Technical and Operational Requirement

Part 'A'

CONFIDENTIALITY STATEMENT:

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1.   ACRONYMS AND ABBREVIATIONS

List of Abbreviations

Abbreviation	Description
AMC	Annual Maintenance Contract
BDC	Business Development Cell
BDD	Business Development Division
BPR	Business Process Reengineering
CA	Chartered Accountant
CCSD	Corporate Communication Services Division
CMD	Chairman and Managing Director
CPWD	Central Public Works Department
ED	Executive Director
EL	Earned Leave
E-Mail	Electronic Mail
EMD	Earnest Money Deposit
ERP	Enterprise Resource Planning
F&B	Food & Beverages
FRS	Functional Requirement Specification
GM	General Manager
HoD	Head of Department
HQ	Head Quarters
HRA	House Rent Allowance
HRMS	Human Resource Management System
ICT	Information and Communication Technology
IT	Information Technology
INR	Indian Rupee
ITPO	India Trade Promotion Organization
KPI	Key performance Indicators
LTC	Leave Travel Concession
MAI	Market Access Initiative
MDA	Marketing Development Assistance
MIS	Management Information System
ML	Medical Leave
MoU	Memorandum of Understanding
NA	Not Applicable
PF	Provident Fund
PO	Purchase Order
RFP	Request for Proposal
SGM	Senior General Manager
SOP	Standard Operating Procedures
TA	Travel Allowance
TFAI	Trade Fair Authority of India
TDS	Tax Deducted at Source
UAT	User Acceptance testing

2. INTERPRETATIONS

The following terms wherever occurring in the tender and wherever used throughout the execution of the work, shall, unless excluded by or repugnant to the context, have the meaning attributed there to as follows:

2.1 "CONTRACT" means the Contract resulting from the acceptance by the purchaser of this Tender whether in whole or in part.

2.2 "BIDDER" means and includes any firm or any company or body, corporate or otherwise, who submit the tender which has been invited.

2.3 "VENDOR" refers to the bidder who will be selected as the 'Implementation Agency' for the project.

2.4 "BIDDER's REPRESENTATIVE" shall mean a person in supervisory capacity who shall be so declared by the Bidder and who shall be authorized under a duly executed power of attorney. He shall be responsible for proper execution of contract at ITPO and shall take orders from ITPO and carry out the same.

2.5 "MONTH" means any consecutive period of thirty days.

2.6 "PURCHASER" means M/s India Trade Promotion Organisation, Pragati Bhawan, Pragati Maidan, New Delhi – 110 001.

2.7 "ITPO" means M/s India Trade Promotion Organisation, Pragati Bhawan, Pragati Maidan, New Delhi – 110 001.

2.8 "WRITING " i n c l u d e s all matters written, typewritten or printed either in whole or in part.

2.9 "Go-Live" means the date on which the proposed project is executed and System is completely operational as per the functional, technical and operational requirements specified in the Part A of the RFP and all the acceptance tests & certification are successfully concluded to the satisfaction of "Project Director, ITPO" enabling users/ set of user of a specified location to start entering the transactions in live environment (production server) which continues for minimum one month without any glitches

2.10 "Roll Out" means a kind of Go-Live (implementation) in the sense that, if Go-Live is already done at a specified location of ITPO, the same settings would be setup for the new location of ITPO, for which the roll out is being carried out. Some minor settings specific to that new location are anyway setup again. Major part of the already carried out settings are implemented for the new location based on the previously carried out implementation. A roll out project takes the main customizing/programs done for ITPO and adapts it to the new location, working only on the small differences between the locations eg: printouts, logos, location code etc.

3. PREFACE

This Request for Proposal (RFP) is an initiative by India Trade Promotion Organisation (ITPO), to call for the concerned Enterprise Resource Planning (ERP) solution/ implementation service providers to tender for the provision of the new information technology systems. Each may tender for the provision of the solutions described herein.

ITPO invites responses from suitably qualified bidders to propose a contractual arrangement for the provision, customization, implementation and maintenance (after-sales support) of the ERP application as described in this document.

The RFP instructions, forms, terms, project requirements and other terms & conditions & information have been detailed in Part – A "Functional, Technical & operational requirements", Part – B "Commercial & Bidding terms" and Part - C "Contractual & Legal specifications, Draft Master Service Agreement & Service Level Agreement" which form integral part of this RFP (Request For Proposal) document.

This RFP is not an offer by ITPO, but an invitation for vendor response. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of ITPO and the Bidder. ITPO reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidder, or to cancel the process in part or whole. No Vendor is obligated to respond to or to continue to respond to the RFP. Additionally, ITPO reserves the right to alter the specifications, in part or whole, during the RFP process, and (without reissuing the RFP) following the selection of the Bidder. **Each party shall be entirely responsible for its own**

costs and expenses, which are incurred while participating in the RFP, preparation and demonstration of proof of concept and contract negotiation processes.

The submitted proposals will be considered not only in light of their technical and financial merits, but equally in terms of bidder's local and international reputation, previous experiences, and proven track record in similar industry implementations showing proper project management, commitment, timely and quality delivery.

4. BACKGROUND

Over a period of time, ITPO has implemented key custom-built IT applications and infrastructure to improve its customer service levels and efficiently manage its operations and provide transparency in its operations to its stakeholders. The applications at ITPO provide functional computerization but there are typical disadvantages of such non-standardized applications like delayed availability of information and lack of data in certain areas. ITPO is also facing challenges such as lack of reports across functions and integration of various custom built modules.

5.   PURPOSE OF DOCUMENT

The purpose of this document is to invite bidders to propose to ITPO, implementation services for the planned ERP. The RFP also invites the Bidders to provide a proposal for turnkey project involving supply of ERP application licenses, customization, installation, testing, commissioning, implementation, maintenance, conduct end user training and change management across ITPO locations.

5.1 This document provides all required information and formats to prepare a bid. The RFP has been divided in sections to communicate the ERP requirements, scope, general terms and conditions, special terms and conditions, bidding process, response formats and evaluation process etc.

5.2 The scope of the project envisages a complete turnkey solution which includes

- ➢ Design, procurement, customization, installation, testing, commissioning and maintenance of ERP application.
- ➢ Training to ITPO's designated personnel.
- ➢ Design infrastructure specifications
- ➢ Hand-over successfully at the end of the agreed period.
- ➢ Annual operations and maintenance.

5.3 ITPO intends to implement ERP application at Head office at New Delhi and four (4) regional offices viz., Mumbai, Chennai, Kolkata and Bengaluru. The contract will be valid for another Sixty (60) months to ITPO from date of completion of stabilization period for annual maintenance & support. The selected bidder will be bound by scope of work as provided in Section 8 of Part A of this RFP.

5.4 Bidders are advised to study the tender document carefully. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. Bid response prepared in accordance with the procedures enumerated in **Section 10** of this tender should be submitted to the purchaser not later than the date and time laid down, at the address given in the tender.

5.5 All bids must be accompanied by an earnest money deposit (EMD) of Rs.10, 00,000 (Rupees Ten Lakh only). EMD is to be submitted in form of a demand draft drawn on a scheduled commercial bank in favour of "India Trade Promotion Organisation" payable at New Delhi.

5.6 The tender document is available at ITPO's corporate website www.indiatradefair.com & NIC portal http://eprocure.gov.in

5.7 Prospective bidders desirous of participating in this tender may view and download the tender document free of cost from above mentioned websites.

5.8 **Schedule for Invitation:-**

Name of Purchaser	India Trade Promotion Organisation, New Delhi
Contact and Address	Mr. A C M Kumar, Sr. Manager / Mr. Ravi Pareek, Dy. Manager ITPO, Pragati Bhawan, Pragati Maidan, New Delhi–110 001. Tel–011-2337 1326, 011-2337 0695 Fax–011- 2337 1592
Place of Pre Bid Conference, Bid Opening	Conference Room, ITPO Pragati Bhawan, Pragati Maidan, New Delhi–110 001.
Date till which the response to the tender should be valid	240 days from the last date of submission of tender
Cost of the Tender Document	Rs. 1575/- (inclusive of 5% VAT)
Earnest Money Deposit	Rs. 10,00,000 /- (Rupees Ten Lakh only)
Nature of bid process	Bid Submission in the tender box
Correspondence details for pre-bid queries and any other information	Email:- erp@itpo.gov.in

5.9 Important dates are provided below.

Activity	Date and Time
Date of Publication	2nd December, 2013
Last date for submission of written queries for clarifications on tender document	12th December, 2013 upto 1500 hours
Pre-bid meeting	18th December, 2013 at 1130 hours
Last date for submission of bids	3rd January, 2014 upto 1500 hours
Pre qualification bid opening	3rd January, 2014 at 1530 hours
Technical bid opening	To be communicated later by the ITPO to eligible bidders
Commercial bid opening	To be communicated later by the ITPO to eligible bidders

5.10 Bidders must note that bids received after due date and time shall be rejected.

6. PROJECT CHARTER

6.1 Overview of ITPO

ITPO, the premier trade promotion agency of the Ministry of Commerce & Industry, Government 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 organizers and business visitors from different parts of the world.

ITPO has an extensive infrastructure as well as marketing and information facilities that are availed by both exporters and importers. ITPO's regional offices at Bangalore, Chennai, Kolkata and Mumbai, through their respective profile of activities, ensure a concerted and well coordinated trade promotion drive throughout the country. The Chennai Trade Centre which addresses a long-felt need for a permanent and modern exhibition venue in Tamil Nadu has already emerged as a hub of trade-related activities in the region.

Likewise, the formal commissioning of the Trade Centre Bangalore (TCB), at Whitefield in year 2004, as a joint initiative of ITPO and the Karnataka State Industrial Area Development Board, is the harbinger of an added impetus to trade promotion through fairs, exhibitions and associated activities of the State and Southern region.

ITPO is also providing assistance to State Governments in setting up Regional Trade Promotion Centers (RTPC) in various State Capitals and major cities. Initiatives have been taken by ITPO for establishing Trade Fair Complexes and Convention Centers at Kolkata (West Bengal), Bhopal (Madhya Pradesh) and Sri Nagar (Jammu & Kashmir), in close association by the State Governments and Industrial Development Corporations/Boards of these States.

The Main Activities & Services of ITPO are:

- Managing the extensive trade fair complex, Pragati Maidan in the heart of Delhi

- Organizing various trade fairs and exhibitions at its exhibition complex in Pragati Maidan and other centers in India.

- Facilitating the use of Pragati Maidan for holding of trade fairs and exhibitions by other fair organizers.

- Timely and efficient services to overseas buyers in vendor identification, drawing itineraries, fixing appointments and even accompanying them where required.

- Establishing durable contacts between Indian suppliers and overseas buyers.

- Assisting Indian companies in product development and adaptation to meet buyers' requirements.

- Organizing Buyer-Seller Meets and other exclusive India shows with a view to bringing buyers and sellers together.

- Organizing India Promotions with Department Stores and Mail Order Houses abroad.

- Participating in overseas trade fairs and exhibitions.

- Arranging product displays for visiting overseas buyers.

- Organizing seminars/conferences/workshops on trade-related subjects

- Encouraging small and medium scale units in export promotion efforts.

- Conducting in-house and need-based research on trade and export promotion.

- Enlisting the involvement and support of the State Governments in India for promotion of India's foreign trade.

- Trade information services through electronic accessibility at Business Information Centre.

6.2   PROJECT VISION

Today most Trade Promotion Organizations (TPOs), world over use new technologies to offer integrated and value added services. ITPO has recognized the importance and use of Information and Communication Technology (ICT) and foresees huge potential in improving the overall functioning of the organization. The aim is to make available all kinds of services by all units of ITPO at the right time, in right quantity, at the right place and right cost.

It is also imperative for ITPO to draw expertise and best practices from other TPOs around the world in its pursuit to build a truly world class establishment.

6.3   PROJECT OBJECTIVES

The primary objective of this project is to establish an IT enabled system at ITPO which will support the following:

- To promote a more effective, vibrant, viable, voluminous and result-oriented form of trade.
- To enhance professionalism in holding Fairs (end-to-end support to exhibitions).
- To enhance internal efficiency, effectiveness and internal capacity in ITPO through tools like MIS, BPR, HRMS etc.
- To provide a network with other TPOs & industry bodies globally and locally.
- To provide real-time, efficient and transparent services to all stakeholders.
- To create a repository of knowledge

6.4   ITPO's Business Operations

6.4.1   CURRENT ORGANISATION OVERVIEW

The India Trade Promotion Organisation has the following organizational structure:

- Board Level: It comprises Chairman and Managing Director and Executive Director
- Functional Level: ITPO has General Managers, Officers on Special duty handling various departments
- Departmental Level: ITPO has various departments that are headed by GMs. The total number of employees currently employed at ITPO is approx. 1000. These departments are:

Accounts, Administration, Architecture, Cultural, Food & Beverage, Fairs In India, Foreign Fairs Division, Law, Printing, Protocol, Estate Management Dept, Corporate Communication Services Division, Security, Engineering (Civil), Engineering (Electrical – Audio/Visual), Business Development Division, Trade Information Research & Policy division, System Development & Compliance services, Company Secretary Unit, Vigilance & Technical (Design & Display Unit), Conference/Seminars Facilities etc.

6.4.2 OVERVIEW OF DEPARTMENTS

- **Finance & Accounts:** Finance & Accounts division is one of the main divisions of ITPO that looks into all the financial issues of contracts, approvals etc. It interacts regularly with all the other divisions and is the biggest division in terms of the quantity of work and the processes involved.

- **Administration:** Administration department looks after the directories maintenance (grade, designation, department, office, status, location, event, cadre), recruitments, Increments, Transfers and postings, Promotions, Leaves maintenance, loans and advances, leave travel concession, retirement and death cases, manpower and rosters, accommodation and lease, tour details, LIC benefit and backup.

- **Architecture:** Architecture division is responsible for designing the overall layout for the fairs in India. Similar work for the foreign fair is being done by the technical division. (Design and Display Unit).

- **Cultural:** All the cultural events being organized by ITPO are the responsibility of the cultural division.

- **Food & Beverages (F&B):** Food and beverages department is a part of Estate Management division. The department's main function is to monitor various outlets, shops and kiosks, which cater to the visitors in seminars and exhibitions hosted in Pragati Maidan.

- **Fair Services-I (Foreign Fairs Division including MDA):** Organizing foreign fairs and exhibitions abroad is one of the primary objectives of ITPO. The overseas events are coordinated by Foreign Fair Division.

- **Fair Services-II (Fairs in India):** Fairs in India division is responsible for organizing domestic events – about 15-17 events in Delhi and other regions also viz., at Chennai and Kolkata.

- **Law:** The Law division takes care of any issue in ITPO having a legal implication. The division performs two basic roles- providing legal opinions and taking legal actions. The different tasks may include advising the different divisions within ITPO, contract making and handling cases being raised by an external agency to ITPO or cases arising from inside of ITPO that need engaging empanelled advocates.

- **Protocol:** The protocol division in ITPO is responsible for ensuring that proper procedures are followed and etiquette observed whenever there is a formal ceremony involving diplomats, heads of state and other VIPs. They hire temporary staff of hostesses and train them for VIP visits

- **Estate Management Division:** The Estate Management Division (EMD) at ITPO primarily manages the estates at Pragati Maidan. They also manage land in Ghazipur which was taken from DDA for constructing quarters of ITPO employees. They also manage employee flats at Khel Gaon, properties in Chennai & Bangalore, rented accommodation in Mumbai where ITPO has its office and other 6-7 owned flats for employees in Mumbai.

- **Corporate Communication Services Division (CCSD):**
  - ➢ **Publicity: -**The Commercial Publicity & Public Relation department's main role is to project the external face of the organisation through publicity of fairs in India & overseas and is responsible for corporate publicity, editorial work, public relations and media relations. The department looks after publicity in the Print and Electronic media for various ITPO events organized in India. It also interacts with the media for getting wider publicity for ITPO activities. The Printing Unit brings out various brochures and other publicity material for the events.
  - ➢ **Printing:-**The Printing department empanels for award of jobs and getting print related jobs executed by them.

- **Security:** The Security division handles the control of entry and exit into the Pragati Maidan premises, issuing the I-cards & passes, controlling the traffic and parking. Further, another critical responsibility of the Security division is to handle the emergency situations during the IITF

- **Engineering (Civil):** Civil is a part of Engineering Division which performs the construction and maintenance activities inside ITPO campus.

- **Engineering (Electrical – Audio/Visual):** The Engineering Department looks after the upkeep of the Exhibition Halls, Conference Centers, Theaters as well as overall maintenance of the Pragati Maidan Exhibition Complex. The Audio Visual Unit prepares short films on the various important ITPO events such as IITF and also assists with various power point presentations, mike system, etc

- **Business Development Division (BDD):** Business Development division is responsible for renting out space and services to third party organizers at Pragati Maidan and granting approvals to them to hold fairs anywhere in India

- **Trade Information, Research & Policy Division (TIR&P):** The TIR&P division at ITPO is engaged in providing trade information to trade and industry across the desk and through electronic media.

- **System Development & Compliance Services Department (SD&CS):** ITPO has considerable amount of computerization in every department to automate the information & communication channel. The IT Department looks after the computers, annual maintenance, trouble shooting and day to day need of the organization regarding the IT requirements. The IT Department also manages the internet and e-mail facilities provided to the officers and staff in ITPO

- **Company Secretary Unit:** The Department looks after all the Company Secretary functions including holding of Board Meetings from time to time. They also look after work relating to signing of MOU each year with Department of Commerce

- **Vigilance:** Keeping in view the main objectives and functions of ITPO as laid down in the various enactments, the Vigilance Department maintains the transparency and integrity in general administration through various preventive measures and monitoring mechanisms. It keeps all the departments informed of updated rules and regulations

- **Public Information Cell:** The function of this department is to share information with public according to the RTI act that was launched in Oct, 2005 for Govt. bodies (financed partially or directly by the Govt.).

- **Design & Display Division:** The Design & Display Division assists ITPO in designing brochures and other publicity material as also the décor through suitable buntings, signage, during the ITPO organized event

6.4.3 IT INFRASTRUCTURE AND NETWORKING ARCHITECTURE AT ITPO:-

IT Infrastructure at ITPO

IT Infrastructure at ITPO may be classified and briefed under the following heads:-

- Hardware:-
  - ITPO has about 400 computers of various make, 250 printers, 14 workstations and 7 servers.
    All the computers are centrally connected in LAN (Local area Network) environment.
- Network infrastructure:-
  - ITPO has built up its own Data Centre (DC) which is housed in Pragati Bhawan, Pragati Maidan complex. Application servers such as Database server, Savior server, Lotus Mailing server, File Tracking System (FTS) server, Antivirus server etc., network racks, online UPS etc. are housed in the Data Centre (DC).
  - ITPO has built up its own Local Area Network (LAN) and 400+ clients are centrally connected in LAN environment.
  - Wi-Fi connectivity is also provided at various locations in Pragati Maidan through a 24 ports switch which is connected to a Layer 3 switch in Data Centre (DC) via fiber cable.
- Software:-
  - ITPO is using various softwares such as E-mailing software, File Tracking System, Antivirus software, Bio-metric Attendance system etc.
  - Also tailor-made software modules customized as per the needs of various departments of ITPO are being used, catering to the needs of different departments such as :-

    1. Finance & Accounts
    2. Administration
    3. Stores
    4. Marketing
    5. Fair Services – II, etc.

▪ Network Diagram of the servers in ITPO Data Centre is as shown below:-

LAN Room Network Diagram

Internet Service Provider

Antivirus Server

Axis CD Server

Liu (Fiber Cable Termination

Fiber Cable 10 Mbps

Savior Server

Media Converter

Database Server

Port B --- Zone --- Wan

LAN Cable

Cyberoam

FTS Server

Port C --- Zone --- DMZ
Lotus Server

Port A ---.Zone ---
LAN

DES 6500 Series L3 Switch

Network Cable DFD

Network Cable Room No 202

Fiber Optic Computer Division

Fiber Optic BIC (Not working
due to cut off through
construction work.)

Network Cable Travel Unit

Network Cable Room No 237

Fiber Optic Cable Hall No 1
(Not working due to cut off
through construction work.)

Fiber Optic Store (Not working
due to cut off through construction
work.)

PCs

7. REQUIREMENTS OF ERP APPLICATION

7.1 Organizational Coverage

The proposed ERP application is envisaged to be accessible to all ITPO's offices across all locations via a Wide Area Network (WAN) (secured).

7.2 Functional Coverage

All the services offered by various departments of ITPO are envisaged to be covered in the ERP. The broad service categorization is indicated below.

- Finance and Accounting Services
- Engineering Services
- Trade Information Services
- Fair Related Services
- Corporate Communication Services (Marketing, Publicity etc)
- Estate Management Services
- Personnel & Administration Services
- IT System Services
- Procurement Services
- Project Management Services
- Property & Asset Management Services

Detailed functional requirements for all the departments and its activities have been described in **Annexure A1 and A2** of this document.

7.3 ERP Users

The number of users is expected to be about 250 named users with 5% increase over the next 2-3 years.

The proposed ERP will be used by ITPO personnel to execute business transactions as well as generate reports for analysis of business.

7.4 Technology Requirements

When arriving at the technical requirements for the ERP applications, ITPO considers preference for following:

- Solution that is fully integrated across modules and covers all the functionality through a single application or through more than one application that preferably has proven integration and tools to easily deploy the applications.

- Solution that provides flexibility of either a centralized or decentralized architecture. Even when deployed in a decentralized mode (completely or some modules), the design should offer the benefits of centralized solution like transaction fulfilment, integration, cross-functional analysis, etc.

- Solution that provides network performance over a Wide Area Network (WAN) across the country.

- Solution that is based on secure and safe operating systems for its application and database servers.

- Solution should be web enabled and standard internet browser driven.

8. SCOPE OF WORK

ERP will integrate all the departments/ functions of ITPO (Head office and regional offices) together and provide end-to end project flow.

The strategic considerations for the need of an ERP application at ITPO are:

- To integrate the various functions and locations of ITPO leading to standardization of processes. The project also aims at overcoming the challenges currently being faced by ITPO, especially in the area of Finance, Accounts and HR.

- To automate all the core functions of ITPO and to meet the future expansion in terms of locations & scale of operations.

- As the operations of ITPO expand and the usage of the ERP application intensifies within the organisation, ITPO recognizes that the ability to support the scale of ERP application will also be dictated by the hardware and the database. With an intention of future proofing the ERP application against the obsolescence of hardware and possible scale limitations of database, ITPO intends to invest in solutions which are independent of platform/operating system and database technologies.

- The processes of ITPO are moderately unique in the areas of organizing fair & events. Keeping this uniqueness and maturity of the processes in mind, ITPO will use ERP application for better control & monitoring.

- To enhance the productivity of the people who would use the ERP application and to derive benefits of efficiency, ITPO intends to enable users to access the transaction system through multiple devices and channels.

- To enhance employee effectiveness through transaction automation, employee self-service, claim management, payroll management and deployment of right resources at right place using HRMS and Payroll.

- Cost optimization through better budgetary control and accurate & timely cost reporting as per appropriate Chart of Accounts.

- Transparency and compliance for audit purpose.

- Have single version of truth in terms of information stored in systems and being visible to management for tactical and strategic decisions, thus assist in monitoring of key performance indicators of ITPO on a real time basis by senior management.

- Being able to phase out legacy applications used in isolation.

The processes at ITPO are divided into three categories. Three categories along with the processes are listed below:

1. Operational Processes
    A. Project Acceptance & Initiation
    B. External Material Procurement
    C. External Service Procurement
    D. Project Closure
    E. Complaint Resolution

2. Strategic Processes
    A. Tender & Empanelment
    B. Strategic Alliances
    C. Corporate relations & Business Development

3. Support Processes
    A. HR & Payroll
    B. Infrastructure Management
    C. Accounts & Treasury
    D. IT
    E. Quality Assurance
    F. Legal & RTI
    G. Procurement of Goods etc.,

8.1 The Enterprise application will be a single unified business information system for ITPO's enterprise resource management and the solution should be a completely integrated available commercially off-the-shelf enterprise resource planning product. The system should have required depth, breadth and flexibility to provide on time information access to all designated users who will operate the respective business processes. The main system and database will be residing in the data center in Delhi location of ITPO.

8.2 ERP application should be in line with the Government Rules and procedures.

8.3 Bidder is expected to conform to the Functional Requirement Specifications (FRS) of the tender as detailed in **Annexure A2.**

8.4 The brief scope of work is:

1. Project Initiation

    A. Prepare a project plan with detailed activity schedule and a time bound action plan for the ERP application.
    B. Identify the process/procedure that leads to modification of the proposed system with respect to ITPO's requirements.

2. Initiation and customization

    A. Supply and configuration of ERP application software, RDBMS software and other utility software as required.
    B. Provide deployment architecture including Hardware/Infrastructure specifications

3. Implementation

    A. Digitization and migration of legacy data, if any (Applications: Tally, ASP.NET and Platforms, SQL Server, MS Windows Server, AutoCAD, Photoshop, ReVIT, 3DS Max etc.)
    B. Design & preparation of the test script, test data, trial run and arranging acceptance & testing of all modules.

C.   Necessary system integration among Regional offices with Head office.

D.   Implementation of ERP application and acceptance of the system.

4.   Change Management

A.   Provide training to users of ERP application.

5.   Post Stabilization

A.   Deploy skilled personnel for handholding, helpdesk services.

B.   Go live run of all modules at Head office and Regional offices with real time data along with "Stabilization of the System" for the duration of three (3) months from Go- Live date.

6.   Operations & Maintenance

A.   Responsible for technical and functional support of implemented system as provided in stabilization period.

B.   Propose appropriate manpower to cover all activities.

8.5 Geographical Scope

ERP application would be implemented at ITPO Head office in New Delhi & four (4) regional offices in India at Kolkata, Chennai, Bengaluru and Mumbai.

8.6 Detailed activity description is provided in **Annexure A 1** of this document. Also please refer Functional Requirement Specification document annexed at **Annexure A2**. System requirements specifications are provided in **Annexure A3** of this document respectively.

Annexure A1 and **A2** depict and detail the indicative business process based on current activities & may require reengineering. **Bidder may please note that the scope might not be limited only to these requirements. The vendor is expected to conduct a detailed process study and analysis.**

The functional requirements outlined at **Annexure A2** of this document, shall also be required for the four regional offices in a limited and access-controlled manner. Modules specifically for Finance & Accounts, Administration, Law and Fair Management with limited functionality and access shall be required at the four regional offices.

8.7 Should there be a need identified to implement additional functions / modules that could enhance the overall value derived from the ERP, the same should be suggested by the bidder. In case ITPO decides to implement additional modules at a later stage, the same shall be compatible/ shall be readily integrated with existing modules. These additional functionalities can be in the area of CRM, Business Intelligence BI) and other relevant industry applications.

8.8 The detailed Project timelines & deliverables are as at **Section 10** of Part A of this RFP document.

9. IMPLEMENTATION MODEL- AN OVERVIEW

ITPO wishes to implement ERP and other associated applications. An indicative list of the modules is mentioned below. The bidders may kindly note that this is only a reference list and can be revised to ensure compliance to all the Functional Requirements as mentioned in the above section. The areas to be covered in each of the phases are as below. It may also be noted that the bidders can propose an alternative implementation approach in the bid document:

- Event &Ticketing Management
- Finance
- Online Space Booking
- Property Management
- Help Desk services
- Human Resource Management system (HRMS)
- Payroll System
- Administration
- Vendor Management
- Procurement& Inventory Management
- Equipment & Asset Management

It is envisaged that none of the existing modules would be integrated to the new system. It may be noted that the vendor can suggest a best fit approach for ITPO different from the planned approach.

It must be noted that this is an indicative list. The implementation agency would refine this plan based on discussion with ITPO.

10. PROJECT TIMELINES & DELIVERABLES

10.1 Project Timelines

The table below provides the indicative implementation timeline for ERP implementation.

S. No.	Milestone	Time for completion
Design, development and testing of the integrated application		
1	Requirements study	T + 10 weeks
2	Preparation and submission of SRS document	T + 14 weeks
3	Review and sign-off on SRS	T + 17 weeks
4	Preparation and submission of Software Design Document (SDD)	T + 21 weeks
5	Review and sign-off on SDD	T + 24 weeks
6	Application development, unit testing, integration testing	T + 40 weeks
7	User's Acceptance testing	T + 44 weeks
8	Application rollout at HQ	T + 50 weeks
9	Application Roll-out at Regions	T + 56 weeks
Preparation of data & Migration of legacy data (if any)		

S. No.	Milestone	Time for completion
1	Preparation of data migration plan	T + 14 weeks
2	Uploading & Migration of legacy data	T + 40 weeks
Supply, installation, configuration and commissioning of server side hardware		
1	Design & architecture of data center (DC) & Wide Area network (WAN)	T + 10 weeks
2	Procurement of WAN & DC hardware (and associated software)	T + 34 weeks
3	Installation, configuration and commissioning of the hardware for DC & WAN	T + 36 weeks
Implementation of Training initiatives		
1	Preparation of training plan and training material	T + 32 weeks
2	Communication to employees about new structure	T + 34 weeks
3	Training to new roles	T + 40 weeks
4	Training on Application	T + 44 weeks
5	Training on Integrated Application at ROs.	T + 52 weeks
Post Go-Live Support & Maintenance		
1	Stabilization period - Post Go-live support, review and monitoring of installed system	Three (3) months from date of T + 56 weeks
2	Overall system maintenance (both application and application related hardware configuration) support	Sixty (60) months from date of T+68 weeks

10.2 Penalty for Delay

For each week of delay in achieving the milestones, ITPO shall levy a penalty of 0.50 % of total cost of the project upto a maximum of 10 % of the total contract value.

If the Go-Live is delayed beyond one month, or any particular milestone is delayed beyond one month due to any reason attributable to the vendor, then ITPO reserves the right to terminate the contract and also invoke the entire performance bank guarantee.

10.3 Deliverables

This section highlights the interim deliverables that the vendor must provide as part of the engagement.

S. No.	Project Deliverables
Project preparation, Training and Design	
1	Project Charter outlining • Project Scope, Goals and Objectives • Project Organisation chart • Detailed Project Plan / Schedule • Project Quality Management Plan • Project Risk Management Plan • Project Escalation Procedures • Project Change Management procedures (Software Change Request) • Change Management Strategy and Procedures (Organisation) • Document standards • Deliverable approval (from ITPO) procedures
2	• Project infrastructure requirements • Project office requirements • Hardware requirement, software, LAN and WAN requirements during the project with clarity on scope
3	• Training Plan outlining and Preparation of Training Material • Training courses, mode of training, venue of training and schedule of training • List of participants (dept wise) • Trainer details • Preparation of training material for end user training
4	Project KPI's for each business function and KPI monitoring plan

5	• Business process design document (Scoping) covering
	    o Overall Organisation design
	    o Process charts / flow diagrams outlining broad processes and sub-processes for each function
	    o Checks and controls for processes
	    o Roles and responsibilities for processes
	    o Business process improvement planned through new process design
	    o Targeted KPI improvement in processes

6	• Technology configuration document outlining
	    o Detailed Technical architecture of solution
	    o Operating System environment and hardware platform
	    o Interface with external systems
	    o System operating procedures

7	• System configuration document outlining o Definition of user profile for all functional areas

S. No.	Project Deliverables
	o Definition of Master / Transaction data structures o Definition of parameters for system configuration for all application modules and reporting tool(s) o Standard reports for each function / module o Customization areas with details of customization scope and effort estimate
8	• Data collection &migration strategy • Existing data sources (fields, structure) across systems • Mapping existing data with ERP system data structures o List of data to be prepared & migrated with details of granularity (transaction level or consolidated) • Data conversion procedures (manual, tool based)
9	Change Management Plan / Rollout • Development of communication • Creation of training material • Delivery of training
Software configuration / Customization / UAT signoff	
10	• Functional Requirements met through standard features • Customization development report • Functional requirements met through customization • Standards followed for customization • Version control mechanism and current version information
11	Internal (to Vendor) test result reports for system tests
12	Test Plans / Scripts and Test procedures for module testing and integration testing
13	Test result reports for Module testing and Integration testing
14	Issue closure report indicating compliance to the issues identified during Module Test and Integration test
15	System acceptance report with sign-off from Core team members
16	• End-user documentation • System user manuals • Online help • Process charts with roles and responsibilities
Preparation for Go-Live, End user training, Go-Live	
17	• Communication plan for end-user communication during Go-Live • Target end-users • Areas of communication (e.g. support system, revised process details, etc.) • Channel of access for communication (e.g. contact person, phone number, e-mail ID, etc.)
18	• End-user Training plan • Training courses, mode of training, venue of training and schedule of training

S. No.	Project Deliverables
	• List of participants • Trainer details
19	• Report on establishment of Helpdesk infrastructure outlining details of • Help desk infrastructure deployed • Helpdesk staff / contact details • Helpdesk service delivery processes
20	• Schedule and Criteria for Go-Live (for each module / functional area) • Parameters to be considered for Go-Live • Sign-offs required for Go-Live • KPI target values and KPI monitoring plan
21	• Plan for stress / volume testing • Modules for stress / volume testing • Scripts for stress / volume testing • Data population strategy • Tools to be used for testing • Parameters (e.g. response times) to be monitored and target values to be achieved during stress / volume testing
22	Stress / volume testing results (to be conducted till the desired parameters / results are achieved)
23	Definition of cutover strategy and plan
24	• Data collection/migration report indicating conclusion of data collection/ migration as per the plan • Data extraction carried out • Data cleansing undertaken • Data posting on ERP application
25	• System administration document • Data management and backup procedures • Security procedures • User responsibilities • Disaster recovery plan
26	Issue log and issue resolution during the Go-Live
27	Go-Live sign-off document as per the criteria set for Go-Live
Post-implementation Support and Stabilization	
28	• Issue log and resolution with details of • Time of issue registering and resolution • ITPO personnel who raised the issue • Category of calls (system query / process query / system issue)
29	• KPI achievement report • KPI planned vs. achieved

S. No.	Project Deliverables
	• Actions required to achieve the KPI's
30	Sign-off from end users for closure of all issues raised during the post-implementation period
31	• Final submission of documents (after incorporating the changes undertaken during the entire project) • Business process design • Technology configuration document • System configuration document • End user documentation • System administration document
Ongoing deliverables	
32	Project progress report
33	Steering Committee meeting notes and action plan
34	Project Risk parameters
35	Project Quality parameters
36	Project Issues (Open and Closed issues during the reporting period)
37	Escalation instance and resolution reports
38	Project Resource deployment (during the reporting period)
39	Exit Management Document

11. SPECIAL CONDITIONS OF CONTRACT

11.1   Scope of the Proposal

The scope of the vendor will be to supply licenses of ERP application, with latest upgrade & version, and all necessary modules and implement the same to meet the requirements mentioned in this RFP. The vendor is expected to design Wide Area Network for ITPO, thereby providing connectivity across all locations of ITPO. The vendor will also design the architecture of data centre and help in procuring hardware required for the ERP implementation and carry out all data collection / migration activities from legacy applications to the ERP application. In case data migration activities are carried out, it will also include dependent activities such as cleaning of data, formatting of data etc necessary for a successful data migration. The vendor is also expected to carry out change management activities for ITPO. The vendor is also expected to prepare all training materials and train the end users. The "Train the Trainer" approach will not be used by the vendor for training. The detailed scope and responsibilities of vendor are provided in subsequent sections of this document.

11.1.1   DESIGN AND ARCHITECTURE OF DATA CENTER & WIDE AREA NETWORKAT ITPO

▪ Vendor should study the availability of space at ITPO (Computer Department) and assess the requirements of a Data Center in all respects viz., Electrical & Air conditioning requirements, connectivity & networking requirements, hardware sizing of servers & storage media, physical & IT security, bandwidth sizing etc.,

- Vendor to design the architecture of Data Center and assess the hardware requirements for the same.
- Vendor to help in procuring and installation of the hardware required for the Data Center
- Vendor to design the set-up & assist during installation of Wide Area Network required for ERP application

11.1.2   SUPPLY OF APPLICATION LICENSES

The supply of licenses should include at least following to meet all the requirements of ITPO as outlined in this document -

- Application(s) that meet functional and technical requirements outlined in this document.
- Reporting tool for defining reporting formats and generation / distribution of reports
- Tools for deployment, testing, management of application(s)
- Interface / integrate with the available database, if feasible
- Interface / integration tools that are required for normal operations of the application(s)
- Interface / data migration tools that are required for data migration activities
- Any other software / tool that is required for installation of ERP application and / or successful operation of the ERP application on the proposed hardware

11.1.3   IMPLEMENTATION SERVICES

The scope under implementation services include following as outlined in this document -

- Implementation of ERP application and other applications in the scope
- Support during and after implementation of ERP, and other applications in scope
- Preparation of training material (user manuals) and conduct end-user training
- Conduct Change Management for ITPO to avoid resistance to new applications
- Implementation of future changes, enhancements including updates for documentation
- Vendor should also help to support / set any other tools that are decided to deploy along with ERP such as online space booking, portals for knowledge management (KM) solution etc
- Provide post-implementation annual maintenance support for Sixty (60) months to ITPO from date of completion of stabilization period.

11.2   Vendor's Responsibility

The selected bidder (vendor) will be responsible for following:

- Study the existing processes (refer to Annexure A1 & A2) and analyze their fitment to selected ERP package. The Vendor may have to re-define existing processes in order for the ERP application to fit seamlessly in ITPO
- Supply of the ERP licenses and other software necessary in the implementation of ERP application at ITPO, with latest upgrade & version
- Implementation of ERP application and other applications in the scope
- Conduct data collection / migration activities and other data management activities. This shall include extraction, data transformation and loading of data from the legacy system to ERP application. The Vendor is also expected to clean and format old data (wherever required)
- Support during and after implementation of ERP, and other applications in scope
- Preparation of training material (user manuals) and conduct end-user training
- Conduct Change Management for ITPO to avoid resistance to new applications.

- The Vendor in consultation with ITPO devise a Change Management scheme & its rollout plan.
- Change management should include basic IT training to prospective users, if required.
- Implementation of future enhancements including updates for documentation
- Vendor should also help to support / set any other tools that are decided to deploy along with ERP such as portals for KM solutions
- Design, assess requirements and help the hardware implementation partner in setting up data center required for the ERP application. This shall also include help in procurement and installation of hardware and software
- Design, assess requirement and help the service provider in setting up Wide Area Network required for the ERP application for all ITPO locations. This shall also include help in procurement and installation of all networking equipment across all locations (including software where applicable).

11.2.1 SUPPLY OF APPLICATION

- Supply of ERP application, with latest upgrade & version, to meet the requirements of ITPO outlined as per Functional Requirement Specification (as per Annexure A2).

- In case of supply of more than one software applications, act as a lead vendor to ensure availability of information related to proposed application architecture, data structures, database management software requirements, hardware requirements, integration, etc. from all the involved solution vendors

- Supply of manuals for all the proposed applications including following:
  - User manuals
  - System configuration documentation
  - System administration manuals
  - System manuals – Architectures, Entity-Relationship diagrams, Source code (for all customizations)
  - Online user manuals
  - Online context sensitive help

11.2.2 IMPLEMENTATION OF ERP SOLUTION

The responsibilities of Vendor during implementation of ERP application over the four broad project phases are outlined in the subsequent sub-sections. The ongoing responsibilities of Vendor during the project are also outlined below.

11.2.2.1 Project preparation, Training, Design and Change Management

During this stage, the Vendor should setup the project office and prepare the project charter which outlines the project objectives, timelines, project procedures and project organization. The Vendor should mobilize its project team to the project site within two week's time signing of contract and agree with ITPO, a detailed project plan.

The Vendor should assist the ITPO management in identifying the Core team members and provide training plan for training an ITPO Core team. The Vendor should train the core team members with the aim to provide an overview of the ERP application and understand, in detail, the capabilities of modules. The training by Vendor should cover at least following areas for ITPO team.

- Training of Core functional team
  - Solution / Application overview
  - System functionalities (for each module) and basic configuration
  - System Security features

> ➢ Definition of KPI's for project implementation evaluation
> ➢ Reporting tools usage

Training of the Technical team of ITPO

> ➢ System technical architecture
> ➢ System operations and management
> ➢ System configuration / programming / customization
> ➢ Backup and disaster recovery management
> ➢ Data security management
> ➢ Reporting tool operations, configuration and usage

The Vendor team should define the Key performance indicators which will assist in evaluating the success of project. The Vendor team should study the existing business processes of ITPO (present in the RFP). The Vendor needs to re-define the business process which will seamlessly integrate into the envisaged system. The Vendor should define reporting requirements for each ITPO department with details of formats and frequency of report generation.

The Vendor should prepare the Business Design document and System configuration document outlining the configuration requirements for each of the modules. The Vendor should also identify areas where customization will be required. The Vendor should outline solution deployment architecture with details of hardware and Operating system platform, module integration, external interfaces and back-up & disaster recovery mechanism/architecture.

The Vendor should commence Change Management activities from the commencement of the project.

11.2.2.2 Software Configuration, Data Collection, Data Migration, Customization, Change Management and UAT Signoff

The Vendor will configure & do new developments for the application as per the System configuration requirements. The Vendor team will carry out the required customization of application to meet the requirements as per the Business Process document prepared by the Vendor. Once the system is configured, Vendor should pass the configured system through its own internal quality processes and provide the compliance reports to the ITPO team. The Vendor should also involve the product/OEM vendor for conducting quality checks and submit quality certificates provided by the product/OEM vendor to ITPO. The Vendor should populate sample master data in the system and configure the data integration and interfaces. The Vendor should clean and edit data where necessary and load the same in the ERP application. The Vendor should define the User Acceptance Test (UAT) scripts and conduct the UAT as per the plan with the Core Project team. The Vendor should resolve the issues identified during the UAT and provide a report on compliance and resolution of issues identified during the UAT. The Vendor should revise the System Configuration document based on the UAT findings and submit the same to ITPO team for approval.

11.2.2.3 Preparation of Go-live, End user training, Go-Live and Change Management

During this stage, the Vendor should setup the production system and install the ERP application on the ITPO hardware. Vendor should prepare and agree with ITPO, the detailed plan for Go-Live with details of locations, modules and user profile. The Go-Live plan should identify the training requirements and schedule for training the end-users at different locations and different user departments. The Vendor should prepare all training material (presentations, user manuals etc) for end user training.

Vendor should establish the Helpdesk at ITPO before the end-users start accessing the system. The Vendor should prepare a plan for communication with end users to provide support during the Go-Live. The Vendor should undertake data migration from the legacy systems to the ERP applications. If required, Vendor shall migrate transaction data, master data as well as historical data from the legacy systems in the requisite format for its utilization in the proposed ERP solution.

As per Section 209 of Companies Act, 1956, data from at least the previous 8 years should be migrated.

The assessment of quality and accuracy of available digital data in the present legacy system would be ascertained by the selected vendor at the time of scoping/discussion with each user division. Accordingly, finalization of the migration of transactions as well as the number of records would be done.

The Vendor should develop integration and establish data transfer routines for data transfer between legacy system and new ERP application. The exact format, frequency and granularity of data should be prepared by Vendor and agreed with ITPO team during the implementation.

Reports based on users' requirements should be made after discussion with users by the selected vendor , for which capturing of data in the database should be ensured.

The Vendor should provide support for sixty (60) months to ITPO from date of completion of stabilization period on site to the end users and log all the events of calls received and problem resolution. The Vendor should report all open issues to the ITPO team on a daily basis and provide an assessment of problem resolution time. Vendor should make its experts available for ITPO to resolve the issues which are highlighted by the end users.

On achievement of Go-Live criteria, the Vendor should prepare a Go-Live report indicating their compliance to the criteria. The Go-Live should be defined and signed off for each module separately.

Vendor should undertake stress / volume testing of application to test the system under scenarios of peak / average and low load conditions. Vendor should prepare the following:

- Parameters to be monitored during testing (e.g. response times, processing times and CPU loading) and desired values of these parameters to consider the stress test results acceptable
- Stress test environment including the hardware and application configuration environment, data on which the stress test should be conducted. The stress test environment should be carried out in the environment similar to the operating system of ITPO and data size similar to ITPO's data volumes
- Stress scripts identifying the business processes which need to be executed during which the system performance should be monitored.

The stress / volume test should be carried out in presence of ITPO technical team and the results of test should be shared with the ITPO project manager. In case of identification of under-performance by the system, the Vendor should identify the reasons for same and recommend remedial measures. The stress / volume tests should be conducted again till the desired performance parameters for optimized working of ERP solution are achieved.

11.2.2.4 Completion of stabilization period & Post Go-Live Sixty (60) months support from date of completion of stabilization period.

Vendor should provide post-implementation support for a period of Sixty (60) months through presence of personnel(s) at site, telephonic support and web-based support. The end users should be made aware of the support infrastructure and support access methodology. The post implementation support should be through deployment of support staff that can register and resolve the queries and issues. The support should be provided through helpdesk software which enables

- Registering process queries and end user issues
- Marking the issues as Critical, High, Medium and Low. Monitoring the issues as created, resolved, in progress. For each, estimating the time required and reporting the actual time taken for resolution of the issue
- Reporting the issues to ITPO Project manager & ITPO management with details of resolved and unresolved issues

It is assumed that during this stage, the entire system would be stabilized at the end of post -implementation support.

ITPO's designated ERP steering committee would confirm the satisfactory completion of the stabilization period. The committee during review, if it deems fit, can extend the stabilization period.

11.2.2.5 Ongoing During the Project

This section outlines the responsibilities of Vendor during the entire project duration from project launch to project post-implementation support. The key responsibilities include

- **Steering Committee meetings**

The Vendor should convene Steering Committee meetings to update the ITPO team on Project progress, Risk parameters (if any), Resource requirements, immediate next project steps, any obstacles in project. The Steering committee meeting will be a forum for seeking and getting approval for project decisions. The frequency for project Steering Committee should be defined during the project launch and subsequently all the Steering Committee meeting should be convened as per the agreed schedule. All relevant records of proceeding of Steering Committee should be maintained and shared with the Steering Committee.

- **Project progress monitoring**

The Vendor should regularly update the project plan and communicate the estimated dates for completion of activities to the Steering Committee and ITPO Project team. Vendor should highlight if there are any critical activities and suggest corrective actions to speed up the critical path of project.

- **Project Risk and Issue management**

Vendor should define procedures for Risk and Issue management for the project. The Risk and Issue management should form an agenda for the Project Steering Committee meetings as and when required. The Risk management framework should clearly define the risk parameters for project and same should be monitored on an ongoing basis. Each issue identified during the project should be registered and a composite risk score should be computed and reported to the ITPO Steering Committee / Project Team. Vendor should define the mechanism to escalate issues / risk areas when they exceed pre-defined limits.

- **Change control**

The change control procedures should be defined by the Vendor identifying the possible change areas, expected members by whom the change request may be initiated and the procedures for agreeing incorporation of change. The change request could be in the areas of functionalities, scope, procedures, terms or conditions of the contract. The change requests should be registered and discussed and evaluated for implication on project risk parameters, timelines, costs and quality of work along with ITPO team. The agreed changes should be presented to the Steering Committee and documented once the decision is approved by the committee.

▪ **Quality management**

The Vendor should define the project quality parameters and quality measurement mechanism. The quality parameters should be defined for the project like project management, functional coverage, support services and documentation. The quality parameters should be regularly monitored and reported to ITPO.

▪ **Exit Management**

The Vendor should prepare suitable exit management plan in discussion with ITPO and the same should be periodically updated by the Vendor. The plan should cover both exit at end of contract period and termination of contract by either party.

11.2.3 ANNUAL SUPPORT

Vendor should provide proposal for annual support for a period of Sixty (60) months from the date of completion of stabilization period. The Annual support contract will be renewable every year. As a part of annual support, the Vendor should be responsible for following:

▪ Provision of free software versions & upgrades and patches and resolution of software bugs
▪ Training of ITPO personnel, technical team and user team on future upgrades whenever the product vendor supplies future upgrades as a part of the AMC
▪ Support to ITPO users through provision of access to hot-line / telephone / fax / e-mail / Video conferencing
▪ Logging and resolution of problems through remote login
▪ Deployment of functional personnel at ITPO's office, Delhi (onsite) as defined at clause no. 15.1 of part A of RFP
▪ Functional changes such as change in tax structure, salary structuring of employees, etc.

12. OPERATIONAL REQUIREMENTS

12.1   Operations and Maintenance Requirements

Application Management

The vendor must provide a combination of on-site and dedicated remote resources for application maintenance to ensure compliance with SLAs.

12.2 Data and Information Security Requirements

Given the need to maintain confidentiality of data, a strong information security policy based on leading standards such as ISO 27001 should be defined for implementation. At the minimum the policy should define the following guidelines:

12.2.1 Inventory of Assets

▪ An inventory of all hardware and software assets should be maintained.
▪ Data owners should be assigned for major information resources

12.2.2 Information Classification

Information within the system should be classified as:

- Public

- Confidential

- Restricted

Access to the information should be provided based on the classification of the information and user authorization.

Data owners should nominate appropriate information classification on their data and should review information classification periodically to determine if current classification levels are valid.

12.2.3 Human Resource Security

Any personnel who becomes aware of any loss, compromise, or possible compromise of information, or any other incident which has information security implications, will immediately report the incident to designated IT in-charge.

12.2.4 Physical and Environmental Security

The application should be hosted in a secure data center facility to prevent unauthorized access and damage to information resources. All physical entry and exit points should be controlled using access control mechanism.

All information storage media (e.g. hard disks, floppy disks, magnetic tapes and CD ROMs) containing sensitive or confidential data will be physically secured, when not in use.

12.2.5 Communications and Operations Management

All operations performed by third parties should be monitored periodically. Backup of all critical data should be taken periodically.

12.2.6 Access Control

Access to integrated application should be given only after approval from application owner and business head. The access should be on a need basis rather than designation. The access control policy should cover:

- Identification

- Authentication

- Authorization and Access Control

- Administration

- Audit

13. CAPACITY BUILDING AND CHANGE MANAGEMENT

Organizational change encompasses multiple dimensions that include process improvement through human resource management, financial management, project/ scheme reporting etc and enabling management interventions like project implementation, training and capacity building, etc. The employees should be skilled to deliver the services in an altogether new way. This requires a concerted effort to bring in reforms at the organizational and individual level.

As the process is critical and sensitive, the introduction of reforms needs to be accompanied by efforts to communicate the change implication to all the stakeholders. This will include communication to all levels of employees on how to use services

in the proposed system. It becomes vital to formulate and follow a well-calculated and well-designed strategy for ensuring smoother transition of employees into their new roles. Further, appropriate interventions must be planned for capacity building, training and stakeholder communications so as to effectively implement and manage the change in the ITPO e-enablement project.

13.1   Objectives of Change Management

To streamline transition of all aspects of selected services covered under the System in consideration of all associated stakeholders of the project.

To ensure successful implementation of System at all the levels along with enquiring sustainability of the project

13.2   Scope of Change Management (Vendor Responsibilities)

- Detailing effort for implementing a Change Management Plan
- Implementing the change management plan
- Design training material and conduct the trainings on:
    - IT basics (where applicable)
    - ERP application
    - Soft skills (Where applicable)
- Design communication material under the guidance of the change management team
- Prepare content for online training

14. ACCEPTANCE TESTING, AUDIT AND CERTIFICATION

Testing and Certification by a third party for Software & its related Hardware, Networking and Security environment will undertake an exercise of Testing, Acceptance and Certification of systems implemented for the project 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:

a. ITPO shall nominate a suitable neutral and technically competent agency/ consultant for conducting acceptance testing and certification.

b. 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.

The primary goal of Acceptance Testing & Certification is to ensure that the project meets requirements, standards, specifications and performance prescribed by the RFP, by ensuring that the following are associated with clear, quantifiable metrics for accountability:

Functional requirements:

- Availability
- Performance

- Security
- Manageability
- Standards and protocols

15. PROJECT TEAM

15.1   Application Development Teams

The Vendor would be responsible for ensuring an adequately sized and skilled team during the implementation phase. However the following personnel should be present at the minimum:

- Project Manager
- ERP module Experts
- Technical Specialist (Physical Infrastructure)
- Technical Specialist/s (IT)

15.2   Application Maintenance Team

The Vendor should provide a two (2) person application maintenance team onsite during the full duration of sixty (60) months of AMC after completion of the stabilization period. This would be for level 1 on-site support. An additional level 2 off-site support should be made available by the Vendor & maintenance escalation chart.

The team support would be aligned to the working schedule of ITPO. However, the maintenance team would have to be made available on-site on closed holidays, if required by ITPO at no extra cost.

15.3   Program Management Team

ITPO will constitute a program management team to oversee the project and coordinate with the Vendor's implementation team. Following are the broad roles envisaged for this –

- It will be responsible for monitoring the progress of implementation as per the requirements outlined in this RFP.
- It will be responsible for monitoring the Service Level Agreements laid down in this RFP during the implementation of the project.
- It will be responsible for monitoring the Change Control Mechanism during the implementation phase.

ITPO may constitute additional Team(s)/Committee(s) to co-ordinate/monitor project related activities and/or Project management unit (PMU) activities.

16. OPEN ARCHITECTURE

16.1   The system should be open to allow interoperability with general purpose software and have the facility to export/import data files from other applications.

16.2   The system should be compatible to major operating systems.

16.3   Offered ERP package should be web enabled and standard internet browser driven

17. SYSTEM CONTROL AND AUDIT

The system should be able to define audit trails, audit logs and transaction log-in requirements. It should enable audit trails on-line, tailor audit requirements by modules, call audit records to an archive based data or other recorded audit details.

Annexure-A1
DIVISION-WISE ACTIVITY DESCRIPTION

<mark>1. FINANCE & ACCOUNTS DIVISION</mark>

Accounts division is one of the main divisions of ITPO that looks into all the financial aspects of contracts, approvals, payments etc. It interacts regularly with all the other divisions and is the biggest division in terms of the quantity of work and the number of processes.

The organizational decision powers are exercised subject to the rules and regulations and policies laid down by the board of directors from time to time, the provisions of the companies act, the memorandum and articles of association and general standards of financial propriety.

Functions

Key functions of the division can be divided further under section heads, which are –

- Management accounts - Compilation of annual accounts, MIS, budgeting of organisation, income tax and corporate matters and audit.

- Bill checking (works) – Electrical, horticulture, civil project.

- Bill checking (Non works) - All miscellaneous bills in Indian currency, bill matters at HQ (Only the expenditure at Pragati Maidan comes under this head).

- Revenue - All revenue matters of all ITPO offices (including abroad); Responsible for all the operational income and service tax.

- Foreign fair (adjustment) - Expenditure accounts of the organisations of the fair whether India or abroad – except Pragati Maidan.

- Cash and Banking - Cash operations at HQ; placement of surplus funds; optimizing the returns on surplus funds; receipts and payments; cheques.

- Payroll - Processing of salary of all employees.

- Medical - Claims of employees pertaining to medical at HQ.

- Ticket sales - Ticket sales for entry to Pragati Maidan.

- CPF section – Management of CPF trust of ITPO.

- Gratuity - Management of gratuity trust of ITPO.

1.1 CASH & BANKING SECTION

a. **Cash Receipt process:**

This process details the cash receipts in the cash and banking section.

- Executive department prepares a forwarding note and sends it along with cash to Cash and Banking section.
- The person in charge creates a cash receipt in the system.
- Specify cash book code, type of receipt and the event name for which money is received.
- System generates receipt number and print is taken out.
- Voucher is created and it is updated in cash book and ledger.
- In case of foreign currency, receipt is created the same day in which foreign currency is received.
- Foreign currency is sent for realization to the authorized money exchanger, who in turn issues a cheque in INR.
- Voucher is created, bank book and ledger gets updated.
- Cheque is deposited in bank.

b. **Cheque Receipt process**

This process details the cheque receipts in the cash and banking section.

- Executive department prepares a Forwarding Note and sends it along with cheque to Cash and Banking section.
- The person in charge creates a cheque receipt in the system.
- Specify bank book code, type of receipt and the event name for which money is received.
- System generates Receipt Number and print is taken out.
- Temporary voucher is created based on which a deposit slip is generated and final voucher is created.
- Bank book and ledger gets updated.
- Cheque is deposited in the bank.
- In case of foreign currency, receipt is created the same day in which cheque in foreign currency is received.
- Cheque is deposited in the bank.
- Bank sends advice.
- Modify receipt created, enter INR amount realized.
- Create final voucher, bank book and ledger gets updated.

c. **Payment Voucher - Cash process**

The process details the complete steps involved in the cash processing of the payment voucher

- Payment voucher is received by Cash and Banking section.
- The person in charge opens payment voucher in the system with the record key present on the voucher.
- Specify cash book code for making payment, system displays balance available.
- Verify details.
- Temporary voucher is created.
- Create final voucher.
- Cash book and ledger gets updated..
- Payment generated.

d. Payment Voucher – Cheque Process

The process details the complete steps involved in the cheque processing of the payment voucher.

- Payment Voucher is received by Cash and Banking section.
- The person in charge opens payment voucher in the system with the record key present on the voucher.
- Specify bank code for making payment, system displays balance available.
- Verify details.
- Temporary voucher is created.
- Create final voucher.
- Bank book and ledger gets updated.
- Create cheque requisition along with bank code.
- System provides cheque number.
- Print cheque requisition.
- Cheque printing.
- Cheque sent to authorized signatories and signed by two authorities.
- Prepare dispatch of cheque along with cheque forwarding note to parties.

e. Refund of EMD/Security Release Process

The process is to detail the steps involved in the release of security and EMD.

- Request received from executive department along with document for security release and approval from concerned authority.
- The person in charge opens release security deposit in the system.
- Specify party name. On selecting the party list of security deposits against the particular party is displayed. Select the security to be released.
- Enter amount to be released.
- Create payment voucher.
- Bank book and ledger gets updated.
- Print voucher.
- Generate security deposit report.
- Both voucher and security deposit report are sent for approval to section in charge.
- After approval, cheque is created.

f.   Subsidiary Cash Voucher Process

The process is to detail the subsidiary cash voucher for payment of employee's claims

- Employee's medical claims, TA advances and other advances request is received from different divisions in the form of Acquaintance Role.

- The person in charge transfers cash from main cash book to subsidiary cash book on the basis of total amount specified in acquaintance role.

- If cash is not available in main cash book, cheque is issued to bank and cash received is entered in main cash book.

- Based on employee's request payment is made from subsidiary cash book.

g.   Bank Reconciliation Process

The process is to give steps for the bank reconciliation.

- Create bank statement entry.

- Specify bank code, cheque numbers, date and amount.

- Specify Debit/Credit amount or upload bank statement received from bank.

- System generates record key.

- Generate validation list for bank statement.

- Specify bank code and month to be reconciled.

- Print Report.

- Once validation list is generated go for processing bank reconciliation process.

- Print non reconciled statement.

- For reconciliation pass contra entries to nullify the non reconciled entries.

- Print non reconciled statement again to verify if there are any other non reconciled entries left.

.2 MANAGEMENT OF ACCOUNT SECTION

a.   Finalization of JV's

The process is to finalize the JV's in the management accounts section

- Temporary journal vouchers received from concerned account section.

- Verification of vouchers.

- Creation of final journal voucher.

- Modify details if any description of journal, account head, party code, party name, description, activity, event and amount.

- Create final journal voucher.

- If there are any adjustments modify voucher (modify receipt or payment voucher as required but not net balance).

- Create adjustments.

- Create final journal voucher.

- Run journal validation.

- Ledger updated.

b. Creation of a New Event

The process is to create a new event in the directory

- Create a new event in event directory.
- Specify details like activity code, name of activity, event code, and name of event.
- Event created.

c. Creation of a New Party

The process is to create a new party process.

- Details for creating a new party received from executive department.
- Creation of new party (supplier/customer).
- Add new party in party directory.
- Specify details party code, party name and address.
- Party created.

d. Finalization of balance sheet

- Consolidate the trial balance of head office and regional offices.
- Finalize the balance sheet.
- Finalize the notes to balance sheet.

e. Prepare and finalize the budget.

f. Accounting of the assets of company.

1.3 REVENUE DIVISION

a. Concurrence of Rentals Process

The process is to get the concurrence for the rentals of a proposed fair by the revenue section

- Once fair is conceived executive department prepares estimated budget, expected income and expenditure statement, proposed rentals for ITPO managed events and foreign fairs.
- These statements are sent to revenue section for financial concurrence.

b. Invoice Generation Process

The process is to detail the steps in invoice generation

- Layout plan along with revenue statement specifying party name, area taken, services availed debit/ credit balances are received from executive department.
- Checking of layout plan and revenue statement.
- The person in charge generates invoice.
- Specify party name, type of party and amount.
- Specify details of service tax, rebate, miscellaneous charges and contingency charges, if any.

- These details can be entered as lump sum amount or in percentages.

- Temporary invoice number generated.

- Specify space booking details, specify hall number, stall number, stall area, stall type and space type.

- Based on type of fair specify service charges for service availed. In case of foreign fairs, there are no service charges.

- Run fee calculation; based on debit/ credit balances, system provides balance amount.

- Generate summary statement of temporary invoices.

- Creation of final invoices.

- Print voucher and Revenue voucher creation.

- Specify invoice number that has to be processed.

- Voucher number generated.

- Print voucher and Ledger updated.

- In case of any invoice adjustments/rectifications create temporary journal voucher.

c. **Invoice Generation for Third Party Fairs**

The process is to detail the steps involved in invoice generation for third party fairs.

- Provisional statement and supporting documents received from executive department.

- Verification of documents received.

- Generate invoice.

- Specify event and tenancy period.

- Specify information related to tax, rebates and penalties.

- Temporary invoice generated.

- Specify space booking details, name, area used and booking period.

- Specify services availed.

- Run fee calculation.

- Temporary invoice created.

- Final invoice creation.

- Creation of revenue voucher.

- Ledger updated.

- In case of any invoice adjustments/rectifications create temporary journal voucher.

d. **Invoice Generation for Activation Process**

The process is to detail the steps in the invoice generation for activation process

- Revenue statement from executive department.

- Generate invoice.

- Specify event. Event is created as activation by year.

- Specify party details.

- Specify locations availed by party if any.

- Specify services availed.

- Specify occupancy period, space rent, period, meter number, meter reading and number of days

- Create temporary invoice.

- Generate checklist of temporary invoices created.

- Final invoice creation.

- Creation of revenue voucher.

- Ledger updated.

- In case of any invoice adjustments/rectifications create temporary journal voucher.

e. **Credit Note Generation Process**

The process is to detail the cash note generation

- Information regarding credit note generation is received from executive department or credit note is generated for any adjustments if any.

- Generate credit note.

- Specify party details.

- Specify account head, account code and amount.

- Temporary credit note created.

- Create final credit note.

- Account credit note.

- Ledger updated.

- In case of any credit note adjustments/rectifications create temporary journal voucher.

f. **Refund of Excess Balance Process**

- The process is to detail the steps involved in the refund of excess balance.

- Forwarding note for refund of excess balance received from executive departments.

- Verification of Availability of Balance/ Any Previous Due.

- Process refund of excess balance.

- Creation of payment voucher.

- Forwarding note along with payment voucher sent to cash and banking section for payment generation.

g. **Barter Deals process**

The process is to detail the steps in barter deals

- In barter deal an agreement is made between ITPO and the party that ITPO will provide free space to the party and in return party will provide free services like advertisement.

- But for services availed TDS has to be paid to the authorities.

- Details of services received from executive department.

- Creation of TDS payment voucher.

- Creation of journal voucher for balancing entries.
- Information sent to bill checking for compilation of TDS returns.
- Information sent to cash and banking for payment generation.

h. Service Tax Settlement Process

The process is to start off the settlement processing for service tax.

- Compilation of service tax for receipts in a particular month.
- Specify date up to which service tax has to be compiled.
- System calculates service tax up to the date specified.
- Generate service tax (head wise) report.
- Report displays receipt number, voucher number, party name, total receipt amount, taxable amount, amount of service tax etc.
- Also displays bifurcation of service tax based on exhibitions and other events.
- Details of Service Tax received available from report.
- Details of Service Tax paid received from bill checking and foreign fair accounting section.
- Process for Service Tax Settlement (Total Service Tax Paid – Total Service Tax Received).
- Generate Service Tax payment voucher for differences if any to be paid to authority.
- Generate e-Payment.
- E-Payment has to be signed by two authorized signatories.
- Details of e-Payment sent to cash and banking for records updating.

i. Foreign Fair Adjustment Process

The process is to start off the adjustment processing for an identified foreign fair

- Checking the layout plan of foreign fair.
- Checking the Pro Forma and approvals of Foreign Fairs.
- Invoice generation and settlement of confirmation balances sent to the fair officer.

1.4 SALARY SECTION

Salary Process

The process is to detail out the salary payment process

- New Employee's database is maintained by the Administration department and informed to salary section.
- Salary section maintains database of employees separately.
- Specify details employee name, code, designation, pay scale, PAN number, department, location, bank name, account number etc.
- Generate salary structure

    Salary structure comprises of following components:

Basic

- ➢ DA – % of Basic
- ➢ HRA – % of Basic
- ➢ Perquisites- % of Basis or amount basis
- ➢ Deductions
- ➢ CPF – % Basic + DA or GPF
- ➢ Pension contribution
- ➢ GSLIS
- ➢ Benevolent Fund
- ➢ LIC Premiums (if directed)
- ➢ PF Advances (if any)
- ➢ Income Tax
- ➢ Loan if any
- ➢ Statutory compliances

a. **Overtime Process**

The process is to detail out steps for payment for overtime to employees.

b. **Loan Process**

The process is to detail out the steps in procuring a loan.

c. **Salary deduction process**

The process is to deduct the salary on account of leaves from the employee.

d. Exit Payroll

e. Terminal Benefits – Gratuity & Pension

f. Post retirement benefits & payment

g. Pay-revision & retrospective arrear processing

1.5 BILL CHECKING SECTION

a. **Employee Payment Process**

The process is to detail the payment to employee in the bill checking section.

- Forwarding note along with copy of bills and approvals received from executive departments in prescribed performa.
- All details are verified.
- Creation of payment voucher for employee reimbursement.
- Specify details like employee name and no., event, activity, account head and amount.
- If reimbursement is related to works then specify work name, or otherwise create temporary payment voucher.
- If there are any adjustments pass temporary journal voucher.
- Otherwise create a final voucher.
- Print payment voucher.

- Payment voucher sent to cash and banking for generating payment.

b. Payment to Parties Process

The process is to detail the payment to parties in the bill checking section

- Forwarding note along with copy of bills and approvals received from executive departments in prescribed Pro forma.
- All details are verified.
- Creation of payment voucher for payment to party.
- Specify details like party name, event, activity, account head, amount, tax details, service charges for services availed.
- If reimbursement is related to works then specify work name, and if its contractual then specify contract name or otherwise create temporary payment voucher.
- If there are any adjustments pass temporary journal voucher.
- Otherwise create a final voucher.
- Print payment voucher.
- Payment voucher sent to cash and banking for generating payment.

c. Reimbursement (Telephone/Mobile/Newspaper) Process

The process is to detail out the steps for reimbursements for employees.

d. Security Release Process

The process is to start off the approval processing for security release by the bills checking section.

e. Payment of TDS

Bill checking section deducts TDS and Service Tax/VAT from payment to parties and further pay to income tax department and files the TDS returns.

1.6 CPF SECTION

a. CPF Process

The process is to detail out the steps for CPF calculations.

- CPF is deducted from monthly salary.
- CPF is controlled by Trust comprising of ITPO employees.
- Trust invests CPF collected in Government/prescribed securities.
- Employee requests for Advance against CPF.
- CPF section prepares file and forwards it to Trustees.
- Request is approved by trustees.
- After approval cheque is created.
- If advance is refundable then it's given only from employee share.
- If non refundable (generally in case of house purchase) it's given from both employee-employer share
- Cheque is prepared and given to employee.
- If employee has intimated to get advance deducted in installments from monthly salary, request is forwarded to salary section for monthly deductions and also to administration for record updation.

b.   In the case of final payment

- The full and final payment is made to the employee on his/her retirement / VRS and in case of death the payment is made to his/her legal heirs as per detail given by Administration division which can be one or more.

- The payment is made after the file is approved by trustees through the cheque from both employee and employer share. In case the interest is not declared by EPFO for the said financial year then the interest for that financial year is withheld and the balance amount is paid

- The amount of interest withheld and the amount of CPF deducted from the final pay released by salary section is released by CPF unit after the interest rate is declared by EPFO under the head Residual payment

- A settlement date is entered in to records in the case of final payment which stops the calculation of interest to the employee.

1.7 GRATUITY SECTION

- Presently Gratuity trust fund managed by LIC.

- ITPO send employee/s name to LIC monthly.

- LIC credit the trust account.

- Gratuity section then further pay the gratuity amount to employees through cheque.

1.8 TICKET SALES DIVISION

- Issues Ticket to gates for visitors entry to fairs/exhibitions.

- If tickets are not available, request is sent to stores for issue of fresh stock of tickets.

- Ticket seller sells tickets and collects cash.

- Cash collected is deposited with Finance division.

- Ticket seller prepares a "Gate Register" to keep track of tickets issued to him and sold.

- Daily review of Gate Register is done by ticket sale section.

- Ticket sale section maintains a Stock Register to keep track of tickets issued.

- The division also maintains a daily collection summary/progressive register.

1.9 MEDICAL SECTION

a.   Monthly Medical Claim Process

The process is to claim the monthly medical bills of an employee.

- Medical claims along with bills received from employees.

- Create general payment.

- Specify employee number.

- System generates entitlement details, dependant details, and balance before details.

- Specify amount to be claimed.

- Amount available should be greater than amount claimed.

- Based on availability amount is passed otherwise balance is passed.

- Generate payment voucher.

- Preparation of acquaintance role for medical claims.

- Payment voucher and acquaintance role sent to cash and banking section for payment generation.

b. Hospitalization Claims

The process is to claim the hospitalization claims of an employee.

- Medical claims along with bills received from employees.

- Create hospitalization payment.

- Specify employee number.

- System generates entitlement details, dependent details, and balance before details.

- Specify type of claim.

- For general limit, employees are entitled to claim medical bills without prescription up to Rs.300 per month. If bills are with prescription then it becomes a taxable amount.

- For hospitalization claims either it is cashless or advance amount passed is again a taxable amount.

- Generate payment voucher.

- Preparation of acquaintance role for medical claims.

- Payment voucher and acquaintance role sent to cash and banking section for payment generation.

1.10 FOREIGN FAIR ADJUSTMENT PROCESS

The process is to start off the adjustment processing for an identified foreign fair.

- Foreign fair section (Fair officer) take the approval of competent authority for conducting the fair.

- Foreign fair section sent proposal for fixation, rentals and the draft budget copy to the foreign fair accounts section for concurrence and then after concurrence proposal is sent to competent authority for approval of rentals and budget.

- Foreign Fair Team conducts a fair.

- Foreign fair adjustment section provides advances/advance remittances to parties to the fair and to the team.

- Payments regarding fair done by team/ foreign fair account section like-

- Handling/clearing charges, space rent-

  - Insurance of team.

  - Construction and decoration charges.

  - Publicity and printing charges, telephone/internet.

  - Air tickets.

  - Courier charges, entertainment, local staff, electricity & water and miscellaneous.

- Project team submits fair account statement for scrutiny and settlement to the foreign fair adjustment section.

- Scrutiny of vouchers is done and observations are raised if any.

- Settlement of accounts is done and Creation of journal/payment voucher is done.

- Outstanding Settlements/Recoveries/Bank Balances.

- Settlement Vouchers sent to Management Accounts.

- Create journal entry and prepare books with scrutiny of accounts and budget control estimates.

- Prepare all Schedules and sent to Management Accounts Section.

- Foreign fair adjustment section maintains books and reconciles them with Bank Statement received.

1.11 CS UNIT

The process to conduct board meetings and oversee compliance of MoU signed between the Ministry of Commerce and ITPO.

- Preparation of Agenda for board meetings, audit committee meetings, Department of Public Enterprises prepares guidelines for ITPO for a financial year.

- Department of Public Enterprises prepares guidelines for ITPO for a financial year.

- CMD approves guidelines and prepares targets in consultation with Head of Departments.

- Targets fixed by CMD are discussed with task force committee of Department of Public Enterprises.

- Memorandum of Understanding signed between Ministry of Commerce & ITPO.

- Preparation of agenda for board meetings or audit committee meetings by executive department and consolidate by CS unit.

- Distribution of agenda and Facilitation of meeting.

- Preparation of action notes received from head of departments.

- Preparation of registers – minutes book, director attendance register and agenda register.

2.ADMINISTRATION DIVISION

Administration Division is divided into E-I, E-II, E-III E-IV CR Section, R&I Section, Stores Division, General Section, Hindi Section, Travel Unit, Care Taking Unit and Public Information Cell.

- Organisation Structure: (1) Corporate Office (2) Regional Offices.

- System should have Role of Corporate Office and Zonal offices separately.

2.1 E-I (Policy)

Recruitment, Daily wages recruitment like girl guides and boy guide, attendants, ticket sellers, drivers etc. during major events Appraisals, Promotions, Transfers, Allotment of Rooms, ACP, DPC, Insurance Policy (GSLI), Training programme, housekeeping and care taking, all types of advances.

- Recruitment: - Post creation, advertisement, short listing, circulation, interviewing, selection, appointment letter, joining and posting.
- Public Grievance Officer is nominated by E-I.
- Issuance of Man days' orders for the persons deputed for foreign events.
- Maintain circulate Calendar of Holidays.
- Framing of rules pertaining to all types of loans such as House Building Advance, Festival Advance, and Conveyance Loan etc.
- If any rules have to be changed, E-I section is required to prepare Board Agenda for approval and on approval inform the concerned.

2.2 E-II Section

Personal files are maintained with this section from the level of Attendants to Sr. Assistant.

2.3 E-III Section

- Personal files are maintained with this section from the level of Stenos, technical assistants, Executive to GM, SGM, ED and CMD.
- Answer for Parliament question are prepared by E-III Section.
- Issuance of lunch subsidy, entertainment coupons and issuance of coupons during IITF.
- Maintains records of ITPO Flats.

2.4 General Section

- **Vehicles:** System should generate inventory of vehicles such as date of purchase, maintenance, fuel cost, insurance etc. Fuel books are presently given by specified petrol pumps. It is to be decided by the department whether it is required in the system or to be made part of ERP or not.

- **Telephone**: Details of expenditure should be on head wise such as landline phone, mobile and fax etc.

2.5 Hindi Section

- System should generate bilingual reports such as training orders, circulars, pay slips etc.

2.6 Travel Unit

- All the expenditure of travel unit should be integrated with the system.

3. ENGINEERING (ARCHITECTURE)

Architecture division is responsible for designing the overall layout for the fairs in India i.e. for the fairs held in India (both regional offices and the Pragati Maidan)

Activity Description:-

- General Manager of the respective division prepares the fair proposal.
- Proposal is sent for approval to CMD.
- Proposal is sent to GM-Architecture for layout planning.
- Layout plan is prepared by the Architecture Division.
- Layout is sent to GM for review and approval.
- GM sends the layout to Engineering Dept. for preparing the estimate.
- Estimate committee reviews the estimate and may ask GM-Architecture to curtail estimates.
- If estimates are required to be curtailed then proposal is resent to the GM.
- Layout is finalized and sent to Engineering division for further action.

Detailed Activity Description:-

- Architecture division:-

  - Designs layout plans for the fairs organized by ITPO in India & MOU fairs,
  - Carries out planning, approval for an individual stall and inspection procedure for third party fairs.
  - Designs layout plans for any development work (Renewal or Revamping) to be done.

- Designing layout plans for ITPO fairs and MOU fairs:-

  - Fair proposal is received from the executive division.
  - On the basis of fair proposal, preliminary drawings are prepared first, intermediate drawings are prepared in-between depending upon the changes required and then the final design is prepared.
  - It is required to maintain log of the all the designs from the first one to the final one.
  - The design is sent for final approval of the user division/ Client Dept/ Ministry.
  - The approved design is sent to the engineering, electrical, executive, security F&B, Design & Display, Finance departments for further action.
  - Inspection of event is carried out and a snag list is prepared based on the observations/violations of any kind in the layout plan.
  - Design approvals for any individual stalls are also given by the Arch. Division.
  - It is also required by the Arch. Division that the real-time booking status with details such as bare/shell etc. be available with the Arch. Division.
  - Architecture division is using specialized software such as Revit, 3DS Max, AutoCAD in particular and MS-Office, in general.
  - The layout plans are forwarded to the user division in readable formats such as PDF/JPG etc.

- **Role In Third Party Fairs:-**

  - Receives layout plan either directly form organizers or via BDD Division.
  - Approves layout plan of the third party fairs, after deliberations with 3rd party.
  - The approved plan is forwarded to the Security, Marketing, F&B and other members of the inspection committee.
  - Inspection is carried out two times, one at the pre-exhibition stage and other on the first day of the exhibition.

- Based on the observations during the inspection, a inspection report is prepared which is the basis of the penalties imposed on the parties for the violations, if any.

- **Role in any development work in Pragati Maidan:-**

  - Layout plan is prepared, preliminary, intermediates and then the final which is sent for approval.
  - Approved plan is forwarded to the civil, electrical divisions, etc.
  - Then a snag list is prepared based on the observations and a completion certificate is issued thereafter.

4.CULTURAL DIVISION

- Preparation of pert chart for IITF.
- There should be a database of Artistes from different fields.
- Organizing cultural programs during IITF.
- Organizing of inauguration & closing ceremonies of IITFs.
- Compilation of applications received from various artistes for performance in IITF.
- Committee is formed under the chairmanship of ED to finalize the programme at different locations (Theatres).
- There are several theaters at Pragati Maidan such as Hamsadhwani, Shakuntalam, (covered and air conditioned) Falaknuma, LalChowk, Itihasik Chowk, Food Court and Shringar theatre. Except Shakuntalam other theatres are open air. Various cultural programmes are organized at the theatres during IITF except Shringar theatre.
- Obtaining NOCs from different departments such as DCP (Licensing), Delhi Fire Department, Electrical Department of Delhi Government & Commissioner of Entertainment Department.
- Preparation of head wise Budget estimates for cultural programmes by different artistes at various theatres before IITF.
- Booking of theatres for States/UTs for state day celebration at LalChowk & Hamsadhwani theatres.
- Arranging state day celebration. For state day celebration ITPO received payment of rentals.
- There are approved rates of artistes for different grading. The approval for revised rates is taken every two years.
- Artistes are selected based on grading and fees with approval from competent authority.
- Letter sent to artistes for seeking their confirmation.
- Communication with selected artistes for confirmation of their programmes and thereafter making arrangement for their actual performances in the theatres, paying to them the requisite fees as per approval.
- Mechanism for release of approved payment to artistes after the performance.
- All transportation work related to pick up & dropping of artistes during IITF.
- Fixation of rentals for all the theatres. (Presently every two years).
- Film Festivals at Shakuntalam are organized during ITPO's Fairs.

5. FOOD & BEVERAGES DIVISION

Food and Beverages Department is a part of estate management division. The department's main function is to overlook the various outlets, shops and kiosks which cater to the visitors in seminars and exhibitions

hosted at Pragati Maidan.

The department is responsible right from the process of allocating the ownership of the outlets in Pragati Maidan. They conduct this activity by preparing and floating tender documents to the general public and receiving bids for the same. Bids are opened by the respective individuals from this department and the highest bidder if allotted the requested space.

The department further prepares guidelines for the day to day operations of these shops/ kiosks and other outlets and on time to time basis conducts inspection on the effectiveness of these guidelines. The department further receives the inspection report from the Inspection committee and has the right to levy penalties on these establishments in case of any infringements.

The department is currently managing ten F&B shops in Pragati Maidan since 2000, twenty two shops in form of 'Bazaar'. The department also manages ten cold drink vending points.

Main functions of Food and Beverage Division include:

- Allocation of shops and vending points.
- Catering to the needs of participants during fairs/exhibitions.
- Issuing Invoices for services availed like water charges, electricity charges etc.
- Preparation of guidelines and agreements for all F&B outlets.
- Handling encroachments.
- Recovery of outstanding dues.
- Preparation of Daily Inspection Report.
- Keep stock of violations.
- Issuing gate entry/ exit passes for men and machines of the vendors.

Function-1:- Inspection Process

- Management of ITPO appoints an Inspection Committee consisting of 4-5 members for inspecting shops and vending points. The Inspection Committee is appointed on long term basis (typically for 4-5 years).
- Inspection Committee inspects the various F&B outlets, prepares an Inspection Report and hands over to Food and Beverage Division.
- Based on the report F&B Division issues warning to the outlets for not operating within the framed guidelines.
- Timeline of 7 days is given to the warned vendors for compliance.
- If the vendor again does not comply F&B Division enforce penalty.
- F&B issues multiple penalties to vendor for not operating within the framed guidelines.
- If the vendor after getting multiple penalties does not adhere to the compliance, the third time penalty is issued and contract is terminated.

Function-2 Allocation of Outlets

- F&B Division floats tenders for allocation of outlets during fairs and exhibitions.
- Tenders are floated via newspapers, website and also displayed on ITPO's notice board.
- In response party sends their Technical and Financial bids.
- For scrutinizing the bids ITPO's management appoints Evaluation Committee.
- Evaluation Committee is headed by Senior General Manager/General Manager.
- Committee opens the technical bids of the parties.
- Technical bids of parties are verified and based on criteria parties are selected.

- Selected parties are informed.
- Committee opens financial bids of the selected parties.
- Lowest bidder is selected and Award Letter is handed to the party.
- Party deposits advance 11 months license fee along with Refundable/Adjustable Security deposit.
- Cash/Cheque along with Forwarding Note sent to Cash & Banking section.
- Agreement is signed between both the parties.
- Parties start operating the outlet.

Function -3 Invoicing for Services Availed

- Executive Department prepares Performa for additional services availed by the party.
- Performa is sent to Food & Beverage Division.
- Food & Beverage Division forwards this to Revenue Section for Invoice Generation.
- Invoice is prepared and forwarded to party through Food & Beverage Division.
- Party's payment is received by Food & Beverage division and forwarded to Cash and Banking section.
- Cash and Banking section prepares a Receipt Voucher and handover's one copy to the Food & Beverage division.

Function -4 Gate Pass

- There are two different identified processes for obtaining gate passes - exit passes for taking machines out, entry passes for party vendors.
- Exit process includes receiving request from party for gate pass, getting F&B approval for the same and subsequently the issuance of gate pass.
- Entry process includes receiving request from the party for entry of its staff, police verification for the staff. There would be a check for any police records of the staff, in case the results are positive, the entry pass is rejected and the contracted party is informed of the violations.
- If there is no police record of the staff, again F&B approval is taken and the entry pass is issued.

6. DOMESTIC FAIRS (FS-II) DIVISION

This division is responsible for every activity that pertains directly to marketing and organizing fairs in India. It also looks after online space booking. Notable fairs: India International Trade Fair, India International Leather Fair (Chennai & Delhi) and Aahar (Food and Hospitality Fair). Officers of this division regularly coordinate with officers of engineering (electrical & civil), Finance, architecture, marketing, protocol, publicity, design and display, F&B and security divisions.

In addition to marketing/organizing fairs, this division maintains a database of exhibitors and visitors.

Activities:

- Preliminaries:

Utilize the 'calendar of events' and density chart (prepared by the Marketing Division) to know the availability of space.

- Organizing an event:

Two types of events have been recognized: 'new events' and 'regular events'. 'New Events' have to be

built up from scratch- from conceptualization to space booking. 'Regular events', on the other hand, are fairs that have been established over the years.

➢ For 'new events': Conceptualization of fair based on availability of space.

➢ For 'regular events':

1. Check availability of space with the marketing division
   a. This process is aided by 'calendar of events' and density chart prepared by the Marketing Division.

2. Book available slots
   a. Reserve space for the fair.
   b. Block the dates.

3. Prepare budget/rentals based on feedback from Engineering (civil & electrical)   and Printing/Publicity divisions
   a. This process involves inviting estimates from various divisions, based on previous year's rates.
   b. A broad statement of budgets/rentals is prepared and forwarded for approval.
   c. Budgets/ rentals are approved by the competent authorities.

4. Prepare layout plan
   a. Layout plan is prepared by the architecture division in consultation with officers of FS-II.

5. Mailers to prospective exhibitors
   a. Mailers are sent to prospective exhibitors whose contact details are gleaned from an extensive exhibitor/visitor database.
   b. These mailers inform them about the dates of the fair, product profile and hall plan.

6. Allotment through online booking of space
   a. Online booking system activated to allow exhibitors to book space online.
   b. This system helps generate a number of reports related to the status of booking, payment made, vacant area etc.
   c. Booths are allotted regularly to exhibitors and their participation confirmed.
   d. A formal confirmation may be sent to the exhibitors.

7. Prepare Invoices to facilitate payment
   a. Each invoice bears a unique number, based on a set formula/logic.
   b. After the exhibitor has paid the 'minimum booking amount', invoices may be generated at any stage of the booking process.

8. Update payment details
   a. Payment details like UTR No. (For NEFT/RTGS transactions), transaction date and DD no. need to be updated regularly.
   b. Status of TDS certificates needs to be monitored regularly.

9. Update booking response/status regularly

10. Issue approval letters to participants

    a.   Approval letters are a formal confirmation of an exhibitor's participation.

    b.   Approval letters also contain details of the payment made.

11. Issue service note to all divisions
    a. A service note is basically a formal list of activities that are to be undertaken by various divisions like Engineering, Architecture, Design & Display and Security.
    b. Progress on the points mentioned in the service note is to be monitored regularly.

12. Visitor mobilization through e-mailers, e-invites etc.
    a. Visitors are invited to the fair by sending e-mails, letters and e-invites.
    b. Visitors may be identified as 'top buyers', 'important business visitors' or 'regular visitors'. Top Buyers are sent special invites. Groups of Visitors may be invited too. An extensive database of Visitors needs to be maintained.

13. Keep track of plans, designs etc. related to the fair. This needs to be done regularly.
    a. Designs prepared by the architecture division, printing jobs undertaken by the Printing Division, Publicity/Media plan, designs prepared by the Design and Display Unit all need to be reviewed thoroughly.
    b. Hall Maps, locations of signage, location and sizes of registration counters, dimensions of print ads etc. may be viewed regularly.

14. Update hall plan, if necessary.

15. Prepare fair report. A detailed, comparative report is prepared.

16. Prepare detailed revenue statement.

17. Forward revenue statement to Finance division.

18. Process refunds/cancellations.

7. FOREIGN FAIRS (FS-I) DIVISION

To facilitate participation in fairs organized abroad. It receives information from missions abroad, landing reports and Department of Commerce (DoC), which helps in planning participation in fairs that are held abroad.

Officers of the FF Division select a 'fair officer' for each fair.

Activities:

- Preliminaries:

    Flag a potential event as either 'tentative' or 'finalized'. 'Tentative' events may be scrapped or 'finalized' eventually.

- For 'finalized' events:

    1. Prepare budget and rentals

        a. Budgets and rentals fixed on the basis of previous year's figures (if any) and reports

compiled by fair officers.

    b.   For new events, budgets/rentals are based on estimates received from foreign counterparts.

2. Prepare layout plan

    a.   In most cases, layout plans are forwarded to officers of the FF Division by their foreign counterparts.

    b.   FF division plans the allotment of space to participants.

3. Nominate fair officer. This officer will specifically look after the fair. Fairs officers may be nominated based on certain criteria.

4. Mobilization/ marketing of the fair

    a.   Inviting companies to participate in the fair.

    b.   Sending e-mails, letters and making phone calls.

5. Space allocation to participants.

6. Processing of MDA/MAI grants-

    a.   MDA – Marketing Development Assistance and MAI- Market Access Initiative are financial assistance schemes offered by the Department of Commerce. Ceiling for MAI is INR 5 crores and that for MDI is INR 15 lakhs.

7. Monthly status report

    a.   Detailed reports on area booked, number of exhibitors, graphical analysis, payments made and budget utilized.

    b.   Budget overruns and other critical activities monitored regularly.

8. Issue tender document for construction decoration agency (bare space)

    a.   Construction/Decoration agencies undertake construction of stands/booths .

9. Nominate members for the team of ITPO officers that would be visiting the fair.

10. Issue approval letters to participants.

11. Submit 'landing report' after conclusion of fair.

12. Track utilization (in case of MDA/MAI) and income statements.

    a.   Utilization of the sum offered under MAI/MDI needs to be tracked.
    b.   Income generated from the fair needs to be updated.

13. Prepare revenue statement.

8. LAW DIVISION

- Maintenance of record of various cases where legal advice is required.

- To maintain record of case wise status and payment made thereon to various advocates.

- To maintain record of F&B cases.

- To maintain record of pending cases and related details covering fact of the case next date of hearing etc.

- Indexing of cases covering all the details from case ID, date of issue the advocate empanelled etc.

- Availability of records of cases.

- Details of trademarks/brand name.

- To maintain information about panel of advocate with details.

- Alerts/reminders for various cases under examination.

9. PROTOCOL DIVISION

- Already using software for VIPs.

- Software needs to be prepared having provision for sorting as per requirement.

- There is a panel of florist.

- Protocol Division is appointing agencies for catering.

- Providing hospitality to guests during events, board meetings and other corporate meetings.

- Work order to be generated through the system for each event to enable protocol to keep record and expenditure.

- Sending proper invitation.

10. ESTATE MANAGEMENT DIVISION

The Estate Management Division (EMD) at ITPO primarily manages the estates at Pragati Maidan which is spread in the property of about 123 Acres.

In addition to this land at Pragati Maidan, they manage land in Ghazipur which was taken from DDA for constructing quarters of ITPO employees. They also manage employee flats at Khelgaon, properties in Chennai & Bangalore, Rented accommodation in Mumbai where ITPO has its office and other 6-7 owned flats for employees in Mumbai.

The EMD Division is further segregated into EMD1 & EMD2. EMD1 handles issues related to Pragati Maidan and EMD2 handles the issues pertaining to properties other than Pragati Maidan. The scope includes maintaining long term pavilions, state pavilions and handling state related matters including renovation.

Main functions of Estate Management division include:

- Coordination with Central Govt. and State Govt. pavilions in Pragati Maidan, Crafts Museum, NSC, etc.

- Recovery of dues regarding electricity and water charges from Central Govt. & State Govt. pavilions

- Coordination with Service Agencies like Banks, Post Office, MTNL. Etc. in Pragati Maidan

- Recovery of dues regarding licence fee, electricity and water charges etc. from such Service Agencies

- Allotment of F&B outlets in Food Court-02 during IITF 2013 through participating States

- Recovery of dues regarding licence fee, conservancy charges, elect. and water charges, etc. from allotees of the F&B outlets in Food Court-02.

- Coordination for parking near Bhairon Mandir opp. Gate No.1

- Matters related to ITPO's land in Ghazipur

- Matters related to ITPO's flats in Asiad Village

- Matters related to insurance of ITPO's properties

- Matters related to ITPO's Regional Offices and other properties maintained by them

- Attending Court Cases in various legal forums related to above matters

Function-1:- Creation of Main File Pertaining to Allotment/ Agreement

The process requires the department officials to create a file pertaining to the agreement/allotment of any pavilion/land under the purview of ITPO to the external entities (states etc.) since historically these files are not available at one place in a cumulative fashion. In matters of any dispute/recovery these files need to be referred to and accordingly decisions need to be taken.

- The section drafts terms and conditions as appropriate for the case in question.
- Checks whether it has all the relevant information for creation of the file.
- Refers to the respective departments for getting the information gaps filled in.
- Prepares the file after getting all requisite information.
- The senior members of the department review the file once it is prepared by the section people; make amendments as appropriate.
- If any policy level decisions are also involved, the file is referred to the CMD.
- Post the CMD's approval, the file is sent to the legal department for their approval.
- Post legal department's approval, the file is sent to the party in question.
- The party signs the agreement and the agreement is executed.

Function-2:-Follow-up on Pending Payment

For the parties which have defaulted on their payments for the use of land/facilities allocated to them by ITPO, the recovery is being monitored by the Estate Management Division. This process deals with following up with the party in question.

- The cases of parties from which the recovery needs to be made are referred to the EMD by other departments.
- If the case is a historical case, then all previous files need to be referred to, are identified and dialogue conducted with the concerned departments to get all required information.
- If the case if of a fresh recovery, which does not require any historical information to be collected, then invoice info for the same is received by the department.
- Based on the information received, the invoice/recovery note is prepared and sent to the party.
- Follow-ups with the party are done to clarify things is required.
- After the receipt of payment, the money is deposited and case file updated on date from which the recovery is to be made.

11. CORPORATE COMMUNICATION SERVICES DIVISION - PUBLICITY

- Main activities of Corporate Communication Services Division are:

(a) Publicity of fairs in India

(b) Publicity of overseas fairs

(c) Corporate publicity & Editorial

(d) PR & Media activities (Press releases, press conference, empanelment of agencies)

Publicity of fairs in India

Corporate Communication Services Division is responsible for publicity of various fairs, they formulate plans and coordinate with advertisement agencies to prepare creative and text for advertisement etc.

- Formulating appropriate plan & strategies.
- Coordination with advertisement agencies for preparing creatives to media selection.
- Preparation of text of mobilization & visitor promotion folders, fair guide, posters & other printed material.
- Processing of bills of advertisement agencies.
- Preparation of text of outdoor media vehicles & FM radio & monitoring.
- Digital promotion/social media.

Publicity of Overseas Fairs/Solo Exhibition

- Soliciting offers from overseas PR agencies for undertaking publicity work.
- Processing offers for selection of the agency.
- Drawing up comprehensive publicity plan & media campaign strategies.
- Preparing text of mobilization & visitor promotion folder after analyzing data on the overseas market.
- Providing inputs to agency for preparation of media campaign for radio, TV & outdoor media.
- Processing and scrutinizing the invoices & bills for timely release of payment.

Corporate publicity & Editorial work

- Preparation of text, editing & production of quarterly ITPO newsletter "log on".
- Preparation of text, editing & production of corporate folder on ITPO.
- Collection, collation and editing of inputs of calendar of events of ITPO and overseeing press production.
- Preparation of features related to trade and industry for use in publicity material for events in India & abroad.
- Preparation of draft speeches for VVIPs including CMD/ ED at inauguration of ITPO events/ seminars.

- Preparation of messages of VVIPs including CMD/ ED for fair guides, events of ITPO and other organizers.

- Briefing agencies for preparing corporate advertisements for release in select publications in India and abroad.

- Providing advertorial support including draft response of CMD to questionnaire for special reports brought out by various publications.

PR & Media activities

- Preparing press releases and background material related to ITPO events in India and abroad.
- Organizing press conferences and media briefing for ensuring optimum media coverage for footage events in India.
- Arranging/ facilitating interviews of CMD/ ED/ SGM in print and electronic media.
- Organizing conducted visits of media personnel to major events.
- Maintaining press clippings on day to day basis.
- Distribution/ allocation of print media campaigns among empanelled agencies.

12. CORPORATE COMMUNICATION SERVICES DIVISION - PRINTING

The printing Division gets printed jobs executed through various empanelled printers. The Printing Unit invites tenders for various job specifications from empanelled printers and following procedure is adopted for empanelment of printers:

Procedure for Empanelment of Printers

1. Release of advertisement: (Tender Notice in Newspaper and ITPO's Corporate Website)
2. Issue of Application for (Technical and Financial Bid) as per various job criteria and job specifications, as below :

Job Criteria for printers:

'Super A' category Printer: High quality multi colour prestigious jobs such as corporate folders, annual report, calendar of events, Fair Guide (5,000 qty.), mail out cards (30,000 qty.), mobilization and Promotion folders for International Exhibition (Qty. 5000 and above).

'A' category Printer: All the offset printing jobs apart from above given in Super A category such as mobilization folders, promotion folders for Domestic Fair, list of participants folders for Overseas Fair, multi colour letterhead, fair catalogue, invitation Card (4 colour), mail out card (up to 20,000 qty.), multi colour application form, etc.

'B' category Printer: Invitation Cards (1col. + leaf printing), letterheads, application forms, passes, Badges, parking labels, handbill, visitor registration form, stickers, etc.

Parameters: The printers in the above three categories will match the requirement for the above jobs taken as follows:

	Super "A"	"A"	"B"
Pre-Press	Designing, Composing, Hindi and English – page making, minimum 4 system, Scanner, Proofer, colour Printer	Designing 2 system PC scanner / Printer, Image Setter/ CTP, Plate making machine	Designing One PC computer scanner, Printer

	CTP / Image Setter, Plate making machine		
Printing machine	Two or more four colour (CPC), one double colour and one single colour good condition offset Printing Machine	One or more four colour(CPC), one double colour and one single colour good condition offset Printing Machine	One Mini offset One Table for screen printing
Post Printing (Binding/ Finishing)	One or more Perfect Binder One or more Programme cutting machine One or more Section sewing One or more Stitching Machine One or more folding machine One or more lamination machine	One Perfect Binder One Programme cutting machine One Stitching machine one Folding machine one Section Sewing machine	One Cutting machine One Center stitch

3. **Selection Procedure**:   The empanelment of printers is finalized, as below:

i) Screening Committee will evaluate printer's capabilities, quality of printing and ability of man, machine and other facilities on the basis of his infrastructure mentioned in the application form.

ii) The printers, short-listed in three category printers **'Super A', 'A', 'B'** by Screening Committee after perusal of applications, shall be required to give presentation to Selection Committee to show the quality of printing, skilled Man-power, turn-over, Sales & Marketing force and other facilities.

iii) Based on recommendations of Selection Committee, a separately constituted Inspection Committee shall visit the premises of the set up of printers.

iv) The Selection Committee will short list printers in 3 categories, namely **Super A, A & B**, as approved last time based on the following criteria:-

The Screening Committee will first evaluate all the applications received and submit the short listed printers for the presentation meeting. The Selection Committee will consider the selection on the basis of the presentations subject report of Inspection Committee.

v) Thereafter, the Financial Bids of the selected empanelled printers are opened in the presence of Committee.

4. Printing of entry related items for IITF, and any other item as may be required and its specifications not covered in earlier quotations.   Fresh quotations are invited through open tender from empanelled printers or through ITPO's website or Security printers registered with Indian Bank Association.

Awarding jobs to printers

1. User division informs the Printing Unit of the requirement (by filling up requisition form)
2. L-1 printer is calculated based on the rates quoted by empanelled printers for the given job specifications, as the rates for any deviation in quantity, addition/reduction in colour and number of pages, will affect the overall cost for the given requirement.
3. Issue of work order in favour of L-1 printer.
4. Printer delivers the printed work to the Store/User division, as per O.K. proof by the User Division.
5. User satisfaction report is generated and in case of unsatisfactory delivery of printed material, a penalty is levied.
6. Financial approval is obtained from competent authority.
7. Pay Order is issued to the Printer
8. Printer submits the bill as per Pay Order/ amount along with Challan for delivery of printed material and specimen copy of the printed work, in duplicate.
9. Bill is forwarded to Stores for Stock Entry alongwith necessary documents.
10. After Stock entry the bill is forwarded to Finance for payment.
11. Payment is made to the printer by Finance and file returned to Printing unit.

13. SECURITY DIVISION

The Security division handles the control of entry and exit in the Pragati Maidan premises, issuing the I-cards & passes, controlling the traffic and parking. Further, another critical responsibility of the Security division is to handle the emergency situations during the IITF.

FUNCTIONS:-

Main functions of the Security Division include:

- Controlling the entry & exit from the gates of both men & material.
- Traffic control, parking control.
- Issuing of security passes- both I cards or on duty passes.
- Issuing of parking labels.
- Engaging private security agencies.
- Engaging cranes during fairs.
- Installing Door Frame Metal detectors (DFMD).
- Taking care of fire fighting arrangements.
- Disaster management during IITF.
- Engaging brass bands during inauguration function- CRPF, CISF.

Controlling Entry and Exit from the Gates (People and Material)

The Pragati Maidan grounds are divided into zones. The duties for the zones are assigned according to a roaster. A weekly roaster is prepared by a junior assistant and the daily roaster is prepared by the shift in charge. There are three shifts and the roasters are prepared manually. The marketing division sends the service notes to security division and security division sends these to the gates.

a.   **Issuing of Security Passes- I cards/ On duty Passes**

- The administration division sends notification to the Security division for issuing identity card to a new joinee.
- For on duty passes, the Marketing division sends request on a service note for issuing the pass (e.g. for a fair being organized by third party).
- For a domestic fair, the domestic fairs division sends service note for issuing on duty passes.
- The identity cards/ on duty passes are approved by the GM and issued by the concerned officer of the Security Division.

b. **Engaging Private Security Agencies**

- The Security Division issues the tender for empanelment of a private security agency after SGM's approval.
- The private security staff is hired.
- Bills are issued to them.
- Bill along with relevant documents is sent to the finance department.

c. **Fire Fighting & Emergency Handling During ITPO Fairs**

- Disaster management plan devised after meetings and approvals of SGM, GMs & managers.
- Fire fighting& Disaster management plan implemented by the Delhi Police.
- Tendering of fire fighting refilling done by stores division.

d. **Engaging Brass Bands During Inauguration Function**

- A division sends a request for a band.
- The GM, Security approves it.
- Request letter is sent to the band parties- paramilitary forces (CRPF, CISF etc.).
- The band parties come on scheduled date & perform the task.
- The band party claims the money.
- Receipt is given to them.

14. ENGINEERING (CIVIL)

Following are the major activities performed in the Engineering (Civil) department:

- The Engineering Department (Civil) looks after the upkeep of the 16 exhibition halls, conference centers, theaters as well as overall maintenance of the Pragati Maidan exhibition complex.

- The Civil department organizes stand construction and other facilities during ITPO organized events. They liaise with third party organizers of fairs.

- Two major activities are performed by the Civil department

  ➢ Construction work

  ➢ Maintenance work

The services and the material for the construction as well as maintenance work is procured through the formal tendering process.

- The preliminary estimate is done for construction work depending on the layout / area of construction and the per unit rate fixed for the same. The estimate is sent for the financial concurrence.

- For major works in construction, drawing is obtained from the architecture division, measurements are recorded and the material required is estimated accordingly.

- Once the estimate is financially approved, the budget is released and sanction orders are issued for particular works.

- The estimate is sent to the competent authority of civil for approval.

- After approval from the competent authority, the tender is issued and the bid is invited from the eligible parties.

- After receiving the bid the comparative statement is prepared.

- The bidder deposits the specified EMD along with their proposal for the specified work.

- If bidders are within justifiable limits, the job is awarded to the most eligible bidder on technical & financial rating.

- Performance guarantee is collected from the successful bidder.

- If the bid is not within the limit, then the lowest bidder is called for negotiation. The final negotiated value is presented to the committee. Once it is approved by the committee, the work is awarded to the concerned party otherwise rejected.

- Sometimes the items are substituted depending on the availability of the new item in the market and requirement also.

- The payment is done on the basis of the actual work done. The bill is verified by the civil dept and the payment is done from the finance dept.

- The material procured by civil dept is kept the ITPO store dept. The materials are issued to the user department as per the issue slip given to the store department.

- Cash purchases are done when the material value is less than a certain amount. The cash is taken as advance and purchase value is settled against that.

- The physical inventory of the stores is checked periodically to tally the book stock with the physical stock. The accounting treatment for the stock variance is done only by enquiry.

- A separate space is allocated for the sub-contractor's material storage. The liability of the storing & using the materials lies with the sub-contractors. Any damage & variance in stock is the responsibility of the sub-contractors.

15. ENGINEERING DIVISION (ELECTRICAL)

he Engineering Department looks after the upkeep of the 16 exhibition halls, conference centers, theaters as well as overall maintenance of the Pragati Maidan exhibition complex. The audio visual unit prepares short films on the various important ITPO events such as IITF and also assists with various power point presentations, mike system, etc.

Functions:-

Electrical & Air-condition Works

Following are the major activities performed in the Engineering (Electrical) department:

- Coordinates & Monitors the maintenance of electrical and mechanical installations through CPWD for exhibition halls.

- Maintains electrical and mechanical installations for administration building, Hall A&B, VIP Lounge & International Business Lounge etc.

- Coordinates with BSES for providing power supply and billing etc.

- Coordinates with other divisions for providing electricity where the division collects the money themselves or money is collected by this division on their behalf.

- Issues connection letter to CPWD to provide power load connection to exhibitors.

- For restaurants/kiosks billing, electrical division helps/assists F&B division through meter reading, flat rate billing etc.

- For permanent customers, monthly meter reading is sent to the concerned department on the basis of which respective invoice is generated by the Revenue division.

- For regional offices, HQ approval is required for new electrical works. Billing is taken care of by the local regional office or the foreign fairs respectively.

- Provides air-conditioning facility to exhibition halls through CPWD and on hire basis as when required.

- Prepares estimates for ITPO events & load checking during 3rd party events in halls/ hangers etc.

AV works

- Provides audio-visual service to all the divisions for meetings, conferences, exhibitions etc.

- Maintains walkie-talkies for use by the Security Division.

- Provides cable connection and GPA (General Public Address) system.

- Produces documentary films/ video films of various events as per requirement.

- Maintains close circuit TVs, X-ray baggage scanners etc. during the year.

- Maintains and operates Shakuntalam Theatre, projector, sound system etc.

16. BUSINESS DEVELOPMENT DIVISION(BDD)

The Business Development division is responsible for marketing of various exhibitions halls& conference facilities in Pragati Maidan to third party organizers. Life cycle of a third party event at Pragati Maidan can be classified into the following four phases:

Phase I: Receiving of an application for booking of space/facilities.

Phase II: Processing of the application for approval.

Phase III: Execution of the event

Phase IV: Settlement of accounts

PHASE I - Receiving of an Application

- **STEP 1: Receiving of an application along with application money for booking of space -** The process starts when ITPO receives an application along with application money from a third party for booking of space/facilities in Pragati Maidan. On receipt, this application is registered in the Application Register maintained in the BDRC Unit of Marketing Division.

➢ *Phase II –Processing of the Application*

- **STEP 1: Checking availability of halls –** The application can be processed further only if the requisite halls/facilities are available and have not been allotted to other organizer. In case, the halls are not available, a communication is sent to the applicant indicating availability of other possible halls and dates. This is referred from the Booking Chart maintained in BDRC Unit.

- **STEP 2: No outstanding dues against the applicant –** The application can be processed further only in case there is no outstanding due recoverable from the applicant. This is referred from the Finance Executive in the Marketing Division.

- **STEP 3: Product Profile of the event -** As per the prescribed guidelines, no two third party events on similar product file can be held concurrently in Pragati Maidan. Further, in case of ITPO fair and a third party fair of similar product profile, there should be a gap of at least 3 days before and 3 days after ITPO fair. Applications to be processed based on these parameters. This is referred from the calendar of approved third party activities and booking chart.

- **STEP 4**: **Earmarking of the space** – Based on the application, dates and halls are earmarked in the booking chart manually and in the system.

- **STEP5: Preparation of BDRC Agenda-** Based on the details given in the application, an agenda in a standard format is prepared for consideration of the application by Business Development Review Committee (BDRC)**. (Template enclosed)**

- **STEP 6: Conducting of BDRC meeting –**All such applications to be taken to BDRC in the form of Agendas for consideration by the Committee**.** Committee to take a final decision on approving each application.

- **STEP 9: Preparation of the minutes of the meeting of BDRC –**Formal minutes of the BDRC meeting are prepared after each BDRC meeting stating decisions taken regarding approval of each event.

- **STEP 10: Assigning of the event to the Execution Unit in the Marketing Division –**Approved events as stated in the BDRC minutes are assigned to the Execution Unit in Marketing Division immediately on receipt of formal BDRC minutes.

➢ *Phase III - Execution of an event*

- **Step 1: Issuance of Allotment Letter** - Execution Unit to issue the allotment letters with detailed terms & conditions, tentative invoice on account of space rent along with template of License Agreement to the organisers immediately for all events approved in the BDRC meeting. Further, event to be assigned to a Project Officer in Marketing Division for further execution.

- **STEP 2 -License agreement –**License Agreement between Organizer & ITPO to be signed on stamp paper within one month of issuance of allotment letter.

- **STEP 3: Reminders to Organizers regarding adherence to the schedule of balance payment. –** The Project Officer to remind the organizer regarding balance payment according to the prescribed schedule:

  License fee for halls:

  10% of total license fee on issuance of allotment letter.

  10% of total license fee, 12 months before beginning of tenancy.

  25%of total license fee, 8 months before beginning of tenancy.

  Balance 55%of total license fee, 15 days before beginning of tenancy.

- **Step 4: Receipt of Layout Plan –**The Project Officer to follow up with the Organiser for submission of Layout plan with the Marketing Division for onward submission of the same to Architecture Unit of ITPO. The approval/comments of the Architecture Unit on the Layout Plan to be informed to Organiser by Project Officer.

- **STEP 5:Receipt of Requisition from Organisers for other services/facilities 30 days before beginning of the tenancy –** The Project Officer to send regular reminders to Organiser for sending timely requests for other services/facilities such as Air-conditioning, Temporary Power load, Trolleys, Protocol Room, Conference facilities, Branding sites, Water Connection, F&B facilities etc.

- **STEP 6: To check the availability of services/facilities requested by Organiser –**Execution Unit to take into account the requests of all additional services for concurrent events and allocate the available services accordingly.

- **STEP 7–Receipt of full payment from the organizer –** The Project Officer to ensure receipt of full payment on account of license fee and services 15 days before start of tenancy. Non-adherence to schedule of payment to attract penalty at applicable rate.

- **STEP 8:Receipt of all NOCs and Undertakings from Organiser –**The Project Officer to ensure receipt of all NOCs and Undertakings from the Organiser before the beginning of tenancy i.e.

  1. NOC from Electrical Inspector
  2. NOC from Local Police
  3. NOC from DCP Licensing
  4. NOC from Delhi Fire service
  5. NOC from Traffic police
  6. NOC from Entertainment Tax
  7. Public liability insurance
  8. Undertaking from Organiser regarding Catering Arrangement

- **STEP 9 - Issuance of Service Note –**Service Note is a document issued by the Execution Unit to different Divisions/Units in ITPO before beginning of tenancy of an event stating details of services to be provided to its Organiser. This is issued

by the Project Officer after receipt of full payment with security deposit and all NOCs/Undertakings from the Organizer. Various Departments/Units involved in providing services to an Organiser are:

1. Civil Engineering Unit
2. Electrical Engineering Unit
3. General Section
4. Protocol Section
5. Audio-Video Section
6. House Keeping
7. Architectural department
8. Security Division

- **Step 10:Issuance of Exit Permit** – Exit Permit is a document issued by the Project Officer to Security Division and Organiser on the concluding day of a third party event permitting the Organiser to take exhibits and other material out of Pragati Maidan.

➢ *Phase IV -Settlement of Accounts*

- **STEP 1 – Receipt of Service Reports from various Division/Units –**After a third party event is over, all Divisions/Units who have rendered services to an event (based on the Service Note issued by the Marketing Division) are required to submit Service Report to Marketing Division giving details of actual services provided.

- **STEP 2: Preparation of the Statement of Accounts –** On the basis of the Service Reports received from various Divisions/Units, the Project officer prepares a Statement of Account (Draft Invoice) indicating details of actual services provided and applicable rates.

- **Step 3: Vetting of Statement of Accounts in the Marketing Division –** After the Statement of Accounts is prepared by the Project Officer, the File is submitted to Accounts Executive in the Marketing Division for vetting.

- **STEP 4: Sending the file to Finance Division for final invoicing -**The file is further sent to Finance Division for detailed examination and final invoicing. The actual invoice number is generated at this stage (post event).

- **STEP 5: Sending final invoice to the organizer –**The final invoice as received from Finance Division is sent to the organizer intimating actual services utilized and rates applicable.

- **STEP 6: Refund of Security Deposit –** After issuance of final invoice to the Organiser, the file is processed for refund of Security Deposit (subject to the condition that all TDS certificates are received). Approval of HOD - Marketing is obtained for refund and the file is sent to Finance Division along with Refund vouchers for refund of Security Deposit to the Organiser.

- **STEP 7: Recovery of Outstanding dues –** In case, the final invoicing of an event is more than the total amount received on account of that event (due to extra services availed by the Organisers onsite or penalties etc.), the Project Officer is required to follow up with the Organiser regularly to ensure recovery of the same.

17.TRADE INFORMATION RESEARCH& POLICY (TIR&P)

The following key functions are looked after by the TIR&P:

- Maintenance of library services within ITPO.
- Management of the trade portal.
- Providing market intelligence services.

Function -1. To facilitate maintenance of Library facility

- Annual Budget approved by CMD/ED.
- Expenditure approval from GM within the budgeted amount taken from time to time.
- Requisition of books/ periodicals/ journals received from different departments.
- Prices for the publication invited from different suppliers.
- Approval for the rates taken from GM subject to budget availability.
- Payment processed under the required head.
- Book/Publication received and indexed in the library.
- Books/ periodicals issued to various officials.
- No Dues given by Library on Superannuation.

Function -2. Registration for ITPO Membership

- Party visits ITPO with application form.
- Receipt of application form.
- Check status of Company, whether already a member or new enrolment.
- Party fills the registration form alongwith relevant documents.
- After Checking of Form and enclosed documents, party makes payment for membership.
- Payment forwarded to Finance.
- Party details entered in the system and Membership no. is generated along with membership certificate.
- Uploading of membership details on Portal along with membership no. and generation of User Name and Password.
- Activisation of membership and User name and password emailed to the company.
- Membership certificate sent to the company.

Proposed Online Membership application process:

- Online filling of Membership form.
- Party fills the application form online and uploads scanned copies of the relevant documents.
- If it is an online payment, party enters the credit card details or bank details for direct transfer.
- The payment is processed through the payment gateway.
- Once the payment is successful, the system sends a notification to the party providing the login ID and password.
- If it not an online payment, party enters DD details.

- If the DD is not received within stipulated time, system sends a notification to the party canceling the membership.
- If the payment is successful either ways, the party is entered to the member database and system creates Invoice and receipt.

18. VIGILANCE DIVISION

- To process disciplinary cases/ officials with doubtful integrity/punishment and appeal against the punishment.
- To maintain confidentiality of cases to be accessed by authorized officials only.
- Categorization of cases.
- Details of suspension cases for payment of subsistence allowance.
- Nomination of enquiry and presenting officer.
- Annual property return for which standardized forms are available.

19. STORES DIVISION

Stores Division is broadly divided into (a) Stationery Store (b) Furniture Store/Warehouse (c) Exhibition Stores (d) Livery Stores (e) CP store.

- To maintain inventory management.
- Identification of items to be purchased by tendering process.
- To maintain vendor list, item wise category wise such as stationery, furniture, office equipment and livery items.
- To maintain stores details such as stores, sub stores etc.
- To maintain storage hierarchy such as location – bin – racks – zones maps.
- To maintain history of material, valuation for user identified period.
- To maintain assets in the inventory system.
- To maintain a loan register for issue and receipt of material to an employee.
- To integrate inventory with purchasing and general legal modules.

<u>**Annexure-A2**</u>

FUNCTIONAL REQUIREMENT SPECIFICATIONS MATRIX

- Based on the functional requirements analysis carried out by ITPO, a detailed functional requirement matrix has been prepared based on which the ERP functionality will be evaluated. To obtain the proper evaluation of the proposed solutions offered by the bidders, it is essential that the bidders provide proper response against the line items described below.

- Bidders are required to provide their response to the Functional Requirements as per the responses defined in the table below (Scores for each requirement shall be awarded to the bidders based on the responses given by the bidder):

Basis of rating	Score	Bidder's Response
Fully provided as standard functionality	5	S
Configurable(Parameter setups without changing Source Code)	4	C
Customization(Requiring changes to source code)	3	CU
Development(New source code and its integration with base product)	2	D
Third party software required	1	T
Not Available	0	NA

<u>**Please mention if these functions can be met by Standard Functionality (S)/ Configuration(C)/ Customization (CU)/ Development (D)/ Third Party Software (T)/Not Available (NA)**</u>

<u>**Compliance Matrix**</u>

a) **Functional & Technical requirements should be based on essentialities, criticalities & crucialities for ITPO's operation. Compliance matrix needs to be associated with the following weight age scheme to ensure a complete, robust solution:**

S.No.	Functionality type	Evaluation Weightage
1.	**Core operations of ITPO & must be covered in totality. Also some of them are ITPO`s pain areas & must have the right solution.**	**Twice, i.e. * 2, (double the marks secured)**
2.	**The supporting functionaries to above & solution to these are generally available of the shelf**	**One , i.e. * 1**

b) Following division's functionalities should be given Weightage , as per the scheme given below, for the purpose of technical evaluation:

S.no	Division's functionalities	Score Weightage
1.	(i) F&A – Financial Statement & Reporting (ii) F&A – Service Tax Settlement (iii) F&A – Localization Requirement (iv) F&A – Payroll & Salary (v) F&A – Foreign Fair Accounting Sections (vi) Admn. – Leave/ Time Management (vii) Admn. – Promotion (viii) Fair Services – I (ix) Fair Services – II (x) System Reliability (xi) Transaction Logging & Recovery (xii) System Requirement Matrix	Twice i.e. *2
2.	Others	One (Single)

c) Non-response or blank response would be treated as " Not Available "

S.NO.	FUNCTIONAL REQUIREMENT SPECIFICATION	Response (S/C/CU/D/T) (To be filled by Bidder)	Marks Obtained as per response To be filled by ITPO)
A2(1)	**Finance & Accounts – Cash Management**		
1	System should have the capability to define different fund commitments within each fund center		
2	System should have the capability to have a seamless integration with the command and control structure and automatically generate the financial hierarchical structure like the budget centre etc. based on the command control structure defined in the system		
3	System should have the capability to define different fund centers over which the funds are accrued/ channelized		
4	System should have the capability to allow reallocation/adjustment between fund commitments		
5	System should have the capability to assign/allocate budget to each of the fund commitments		
6	System should have the capability to track the Cash Flow in the system.		
7	System should have the capability to define a hierarchical approval process in case of switch of funds/budget between different fund commitments		
8	System should have the capability to generate reports of expenses per fund commitment for a specified period		
9	System should have the capability to generate reports such as yield from various investment channels in previous months/quarters etc		
10	System should have the capability to maintain investment register and also shows the month wise report of the securities which are going to be mature in the respective month		
A2(2)	**Finance & Accounts – Cash/Cheque receipts**		
11	System should have the capability to provide option for automatically generating collection statement at the time of invoicing or processing collections separately		
12	System should have the capability to provide adjustment details (Dr./Cr.) to customer accounts		
13	System should have the capability to adjust more than one invoice Note in one collection statement		

14	System should have the capability to allow multiple payment modes: ▪ Cash ▪ Cheques ▪ Demand Drafts ▪ Electronic Funds Transfer ▪ Linkage with the payment gateway on space booking online		
15	System should have the capability to capture details for the Instrument No./UTR no. , Date and amount in separate field		
16	System should have the capability to automatically generate Customer Account Statement detailing application of cheques/DDs against invoice/Advance/On account payment references		
17	System should have the capability to keep track of the following dates covering the collection cycle: ▪ Invoice Date ▪ Due Date ▪ Collection date ▪ Cheques/DD Date ▪ Cheques realization date ▪ Status of collection cycle, in case there is issuance of new invoice against old invoice		
18	System should have the capability to provide details of recording cheques Returns along with reasons		
19	System should have the capability to reverse original receipt along with cheques bouncing record		
20	System should have the capability to provide party wise history of cheques bouncing		
21	System should have the capability to update the customer ledger		
22	System should have the capability to restrict receipt entry without details like cheques no, bank name ,branch, date of cheques issue, RTGS details if RTGS		
23	System should have the capability to support accounting/fund management for ▪ Head office ▪ Regional offices		
24	System should have the facility of tracking the inter banking transfer of funds		
25	System should have the facility of differentiate between receipt and		

	realization of funds		
26	System should have the facility of reversal of authorized voucher		
A2(3)	**Finance & Accounts – Payments**		
27	System should have the capability to prevent payments to vendors of more than a user specified amount		
28	System should have the capability to provide a proposed payment list which will show for each vendor authorized items not yet due for payment and suspended items.		
29	System should have the capability to run payment lists for specific vendor types and for specific bank		
30	System should have the capability to allow grouping multiple line items in one payment		
31	System should have the capability to allow for splitting one line item into multiple payments		
32	System should have the capability to specify certain items as "suspended" and therefore not to be brought up for payment until unsuspended.		
33	System should have the capability to provide payment list that shows both the discount taken and the net cash due: ▪ by vendor ▪ by invoice per vendor		
34	System should have the capability to automatically take account of debit/credit balance in determining the net amount due.		
35	System should have the capability to provide for upper limits and lower limits on payments for specific payment methods (e.g.: Cash payments should not exceed Rs. 20,000/-)		
36	System should have the capability to rounded off all payments to the nearest rupee and the rounding difference should automatically be accounted for		
37	System should have the capability to process payments above a specific limit only after dual verification		
38	System should have the capability to allow of adding, deleting and changing bank information in the system to authorized personnel only		
39	When a payment outside of the system e.g. using a hand written cheque is created, system should have the capability to record the payment in Accounts Payable and update the Invoice		
40	System should have the capability to account for:		

	▪ Petty Cash disbursements			
	▪ Vendor Advances			
41	System should have the capability to generate cheque numbers and automatic cheque printing		
42	System should have the capability to provide facility to change cheque number due to destruction of cheque owing to hardware/other issues. The transaction should be posted only upon the issuance of valid cheques		
43	System should have the capability to allow payment of multiple (user defined number of invoices) invoices through a single cheque		
44	System should have the capability to facilitate payment to vendors after adjusting prepayments.		
45	In case an amount has to be paid to the employee as advance for incurring expenses, the system should facilitate the accounting/ printing of cheques for such cases. Option should be available so that employee can be treated as a Vendor in the vendor master		
46	System should have the capability to provide POP up message or reject the payment voucher in case of insufficient funds		
47	System should have the capability to maintain cash book and multiple bank books		
48	System should have the capability to generate report on year-to-date payments made to the vendor		
49	System should have the capability to facilitate centralized payment for all the purchases made for the various different projects from the same vendor		
50	System should have the capability to provide all kinds of Payment with user defined parameters (Payment of Employees, Statutory, Inter-company, Vendors and others)		
51	System should have the capability to specify from which bank account a payment run is made		
52	System should have the capability to provide for an option of generating a remittance advice for the purpose of generation of drafts/ RTGS/e-money transfers to be issued in the favor of vendors/ third parties.		
53	System should have the capability to generate remittances in case of salary transfers to employees account through RTGS		
54	System should have capability to interface with a payment gateway which allows payments by NEFT, Debit Cards, Credit Cards Net banking etc.		
55	System should have the capability to control the budget mechanism		

56	System should have the capability to allow processing of billing while closing of accounts and financial year closing activities		
57	System should have the facility to check the position of funds of a particular bank before releasing of fund		
58	System should have the capability to capture more than one bill number in the voucher		
A2(4)	**Finance & Accounts – Bank Reconciliation**		
59	System should have the capability to facilitate uploading of bank statement provided by the bank in specified format		
60	System should have the capability to facilitate excel upload of bank statement, in case bank statement is not received in desired format		
61	System should have the capability to automatically reconcile bank statement uploaded with bank statement in system in multi-currency		
62	System should have the facility to provide report of non-reconciled entries		
63	System should have the capability generate a final bank reconciliation report		
64	System should allow for automatic matching/reconciliation of transactions based on certain matching algorithms.		
65	System should have the capability to provide for raising of invoices after reconciliation		
66	System should have the capability to track any unbilled revenue and its subsequent reconciliation when actual invoices are generated		
67	System should have capability to perform manual updates of entries		
A2(5)	**Finance & Accounts – Financial Statement & reporting**		
68	System should have the capability to generate Trial Balance		
69	System should have the capability to provide all accounting reports including Trial Balance at the following levels: ▪ Companies ▪ Currencies ▪ Divisions ▪ Locations ▪ Departments ▪ Cost Centers ▪ Products ▪ Sub-ledger ▪ Based on fair/event		

70	System should have the capability to track net movement by account, showing opening balance at start of month, net transactions value (or detailed transactions) and closing balance		
71	System should have the capability to provide transaction listing ▪ By Account ▪ By Date ▪ By Voucher Number ▪ By Voucher series ▪ By User		
72	System should have the capability to allow for generating financial statements at the following levels ▪ Multiple Currencies ▪ Multiple Divisions ▪ Multiple Locations ▪ Multiple Departments ▪ Multiple Cost Centers ▪ Multiple Products ▪ Multiple Sub-ledger		
73	System should have the capability to provide for generating financial statements as per revised Schedule VI requirements		
74	System should have the capability to provide for writing notes to accounts		
75	System should have the capability to provide for generating statutory reports		
76	System should have the capability to provide a flag that should indicate the status of the consolidation system, i.e. whether the consolidation has been run, aborted, completed, etc.		
77	System should have the capability to provide consolidated Trial Balance, Balance Sheet, Income & Expenditure , Cash Flow, Annexure, Note to Accounts etc.		
78	System should have the capability to allow uploading trial balance of regional offices or simultaneously merging the trial balance of regional offices into head office trial balance.		
79	System should have the capability to provide listing of all transaction for a particular document type in books of accounts		
80	System should have the ability to drill down from balance to individual transactions for any account		

81	System should have the capability to allow classification of expenses on the basis of pre-defined parameters. E.g.. Telephone number, Vehicle number etc.		
82	System should have the capability to define multiple formats of annual accounts (i.e. Balance sheet and income & expenditure account) at the same time. Should support revised schedule VI format (Part I & II) of reporting annual accounts.		
83	System should have the capability to take annual accounts at legal entity level, division etc.		
84	System should have the capability to provide comparative balance sheet, income & expenditure account, trial balance where a corresponding period which can be selected by user		
85	System should have the capability to define schedules to support annual accounts		
86	System should have the capability to generate the expense/revenue report on the basis of user-defined parameters		
87	System should have the capability to generate fair wise profitability report, expenditure report and income report.		
88	System should have the facility to define a hierarchy with multiple levels for consolidation.		
89	System should have the capability to allow multiple accounting policies which may be different for: ▪ Financial reporting as per accounting standards ▪ Management accounting ▪ As per statutory requirements for each country of operation		
90	System should have the capability to defining sub-ledger for any main ledgers		
91	System should have the capability to support the following sub-ledgers on assets as well as liabilities: ▪ Party (Customer/Vendor) ▪ Employee ▪ Asset ▪ Material ▪ Investments ▪ Loans ▪ Project ▪ Borrowings ▪ Deposits		

	▪ Govt. Bodies (Taxes) ▪ User-defined		
92	System should have the capability to round-off the figures of balance sheet as per rules		
93	System should have the capability to generate periodic segment reporting classified on information about primary/secondary segment, if available		
94	System should have the capability to draw cash flow statement from activity viz. operating activity, investing activity and financing activity etc.		
A2(6)	**Finance & Accounts – General Ledger**		
95	System should have the capability to allow addition/marked for deletion/modification to chart of accounts as per the requirement		
96	System should have the capability support automatic accounting entries for accounts payable, fixed asset, accounts receivables, purchasing, sales, payroll and inventory management etc.		
97	System should have the capability to support budget preparation group wise/division wise/ event wise/ region wise/ location wise etc.		
98	System should have the capability to support accounting for security deposit/ earnest money and calculate interest on the same , if required.		
99	System should have the capability to handle reporting under accounting standards		
100	System should have the capability to track any new general ledger created and any changes made to the existing general ledgers in the chart of accounts for audit purpose (Only authorized person should be allowed to create general ledger master data)		
101	System should have the capability to add new general ledger codes to the existing chart of accounts		
102	System should have the capability to maintain approval hierarchy and competent authority approval before the release of payment / receipt above the specified amount, as per ITPO policy, if required.		
103	System should have the capability to allow transactions between Corporate office and regional office and these transactions should be recorded, reported and reconciled periodically by the system or based on user-defined parameters.		
104	System should have the capability to specify level of synchronization required for closing the financial periods by the other modules of the ERP application		
105	System should allow posting of adjustment entries in closed period with proper audit trail and authorization		
106	System should have the capability to ensure that all pending activities are carried out before closure		
107	System should have the capability to support automatic posting of 'recurring' expenses on a pre-defined logic, once the program has been		

	executed on a specified date. Ability of the entry generated is reversed on the specified date		
108	System should have the capability to make provisions for expenses on open items at the time of period closing		
109	System should have the capability to create provisions for all open purchase receipts before making provisions for the period		
110	System should have the capability to support periodic and year end closing of accounts as per user defined closing calendar		
111	System should have the capability to generate automatic reversal entries with manual intervention on the first day of next period for provision entries created at the period end		
112	System should have the capability to facilitate year end closing process by monitoring the closing entries and closing period separately		
113	System should have the capability to automatically carry forward the closing balance with manual intervention of the financial year as opening balance to the next financial year		
114	System should have the capability to maintain periodic/specific accounting periods in the financial year followed by ITPO currently or in future		
115	System should have the capability to detect any differences between sub-ledgers and control accounts		
116	System should have the capability to facilitate blocking of entries in particular general ledgers during the open financial period		
117	System should have the capability to automatically generate contra entries		
118	System should have the capability to provide an option of compulsory data entry in selected fields , if decided by ITPO, and will make the system stop the user from further processing if the required data is not entered		
119	System should have the capability to maintain audit trail of documents created in the system(system should be able to identify the user who created the document , the user who approved the document, user who edited the document and addition/modifications made to the document)		
120	System should have the capability to allow the user to review the journal entries before final posting		
121	System should have the capability to block and delete GL accounts that are not in use		
122	System should have the capability to maintain an audit trail for the GL account created and amended		

123	System should have the capability to provide listing of all transaction for a particular document type in books of accounts		
124	System should have the capability to query all accounts and transactions for current and previous periods including previous financial years		
125	System should have the capability to consolidate headquarter, regional offices		
126	System should automatically adjust inter-company transactions for consolidation. For above there has to be trail that same has been done for all the revenue and capital items		
127	System should facilitate the consolidation of general ledgers using different accounting periods		
128	System should have the ability to allow users to define their own period start and end dates in the consolidation module		
129	System should have the flexibility to define financial year including start month and end month		
130	System should provide for a closing check-list and ensure that the user follows the check-list		
131	System should have the capability to ensure that all the necessary postings from various other modules are posted to the ledger before starting the closing run. Other modules would include: ▪ Accounts receivable ▪ Accounts payables ▪ Inventory ▪ Purchasing ▪ Property management ▪ Asset management		
132	System should have the capability to selectively block some users from posting to specific periods, once the closing process has begun		
133	System should have the capability to automatically generate accounting provisions for: ▪ Administrative expenses such as rent, telephone, utilities, etc. ▪ Advertising and Sales Promotions ▪ Materials/Services received but invoice not received ▪ Payroll ▪ Depreciation ▪ Finance charges ▪ Others (user-defined)		
A2(7)	**Finance & Accounts – Asset Master**		
134	System should have the capability to allow creation of new groups of		

	assets with information like :
	
	    ▪ Life
	
	    ▪ Depreciation Method
	
	    ▪ Depreciation Rate		

135	System should have the capability to support multiple depreciation terms for each asset:
	
	    ▪ As per Book depreciation
	
	    ▪ As per Management Accounting (multiple)
	
	    ▪ For the purpose of books of accounts
	
	    ▪ For the purpose of section 350 of companies act
	
	    ▪ For the purpose of income tax act
	
	    ▪ For the purpose of costing / MIS purposes		

136	System should have the capability to support multiple depreciation methods for each of the depreciation terms
	
	    ▪ Straight-line
	
	    ▪ Written-down Value
	
	    ▪ Remaining Life		

137	System should have the capability to allow changing of depreciation details as follows:
	
	    ▪ Depreciation rate
	
	    ▪ Depreciation method		

138	System should have the capability to automatically generate accounting entries for change in depreciation details giving period-wise break-up		
139	System should have the capability to automatically calculate depreciation for every accounting period		
140	System should have the capability to automatically post depreciation entries based on calculated depreciation		
141	System should have the capability to allow a specific depreciation start date, which may be different from the capitalization date (e.g. Depreciation should start from the beginning of the period even if capitalization is mid-period)		
142	System should have the capability to automatically stop computing depreciation for assets reaching zero-value or depreciation limit		
143	System should have the capability to allow transfer of an asset to other locations, departments, divisions or branches		
144	System should have the capability to allow calculation of net-block, gross block and accumulated depreciation by each method		

145	System should have the capability to provide transferring of assets based on a transfer request		
146	System should have the capability to handle disposal of assets by any of the following methods ▪ Write-offs ▪ Transfer (from one location to another) ▪ Sale ▪ Exchange ▪ Buyback		
147	System should have the capability to allow posting of capitalization, depreciation, sale of asset is automatic based on pre-determined characters		
148	System should have the capability to supports automatic calculation of profit or loss on sale of assets based on book depreciation		
A2(8)	**Finance & Accounts – Budgeting**		
149	System should have the flexibility to define and change budgets for accounts and cost centre level		
150	System should have the flexibility in allocation of annual budget over accounting periods in a financial year ▪ Either in equal installments ▪ Any other formula / criteria		
151	System should have the flexibility of creating budgets ▪ Without any reference to previous year's budgets / actual ▪ As a percentage variation from previous year's / current year's budgets or actual data		
152	System should have the capability to track budget on a real time basis vis-à-vis actual transactions and commitments and highlight ▪ On actual figures exceeding budget figures ▪ On actual figures reaching a predetermined percentage of budget figures		
153	System should have the capability to consolidate budgets of various departments, regions, branches into one corporate budget for the company		
154	System should have the capability to track and report budget item variance for current month and financial year		
155	System should have the capability to support mapping of chart of accounts from consolidation to appropriate aggregated levels for budgeting		

156	System should have the capability to define budget at various levels which can be the profit-center/cost center/key stage wise (at the lowest level) or any consolidation level of the same		
157	System should have the flexibility to change budget figures during a financial year / period		
158	System should have the capability to define the budget as per the ITPO specific template/user defined elements, if any		
159	System should provide for "Alerts" to monitor key matrices e.g. system should inform when budget variance reaches/crosses predetermined level.		
160	System should have the capability to establish and maintain statistical amounts for a budget		
161	System should have the capability to link budgeting with purchases/ bill checking/ stores/executive divisions etc.		
162	System should have the capability to define capital and revenue budgets for financial accounts		
163	System should have the capability to allow budgeting to support multiple currency requirements if required.		
164	System should have the capability to capture the budget amounts for the defined budget heads		
165	System should have the capability to calculate and compare budget versus actual in terms of amount variance and percentage variance		
166	System should have the capability to provide narrative fields to describe budget amounts		
167	System should have the capability to freeze/unfreeze budgets		
168	System should have the capability to upload budgets and provide access controls and data validation control		
169	System should have the capability to support multiple budgets, re-forecast and strategic plan versions		
170	System should have the capability to provide budgetary control mechanism at the stage of purchase requisition creation		
171	System should have the ability to export budget in following formats ▪ Spreadsheets ▪ XML ▪ Text Files ▪ MS Excel		

172	System should have the capability to import or export budget details from/to external system automatically
173	System should have the capability to roll on closing balances from one period to opening balance for next period, as defined by user
174	System should have the capability to automatically transfer the approved budget or forecast data in to the funds managements system for usage
175	System should have the capability to maintain audit trail to capture the user name, date and time of operation and date before and after change concerned
176	System should provide the flexibility to maintain original budget version and revised budget version

177	System should have the flexibility to update the original budget by
	
	  ▪ Increasing the budget amounts
	  ▪ Decreasing the budget amounts

178	System should have the capability to provide the flexibility of transferring budget amounts (transfer between locations, transfer between heads of accounts etc.)
179	System should have the capability to send automated alerts on budget release made to respective officers

180	System should have the capability to copy budgets from one period to another from
	
	  ▪ Existing actual
	  ▪ Existing budgets

181	System should have the capability to generate the ITPO specific reports
A2(9)	**Finance & Accounts – Receipt and Invoice**
182	System should have the capability to provide option for automatically generating collection statement at the time of invoicing
183	System should have the capability to invoicing the advance receipts
184	System should have the capability to link the receipts with invoice
185	System should have the capability to capture of Service Tariffs alphabetically for third-party fairs
186	System should have the capability to modify or delete the invoice in case of open space area or in other case
187	System should have the provision of charging VAT /Service Tax in invoice
188	System should have the capability of inter adjustment of excess money of customer from one fair to another

189	System should have the capability to capture F&B contracts and should have the alert mechanism whenever invoice is due
190	Invoicing system should be de-centralized integrated with financials.
191	System should have the capability to capture details of subscription fee, publication fee etc., for any fair & its generation of invoice.
192	System should have the capability of imposition of interest, penalties, demurrage while generation of invoice.
193	System should have the capability to capture multiple payment voucher details while creation of revenue voucher.
194	System should have the capability to provide the following report- • Debtor's outstanding report. • Receipt against debtor report for specified period. • Year wise/Activity wise Debtors report at any point of time • Date wise event ledger report • Event wise ledger, party wise ledger , location wise ledger • Invoice pending for conversion • Foreign currency conversion checklist • Income in foreign currency • Advance Deposits from parties • Income received in Advance • Creditors Activity wise • Doubtful Debtors • Amount received against debtors • Age Wise Analysis • Revenue Control Schedule • Confirmation of Balances • List of parties • Fair Wise Analysis • List of Contingency Charges • Opening Balances • Dues from Third Parties • Revenue Accrued but not due

195	System should have the capability to generate all reports in specified formats (Excel, Word, .pdf format) for specific periods		
A2(10)	**Finance & Accounts – Refund of Deposits**		
196	System should have the capability to allow creation of multiple deposits for same party		
197	System should have the capability to adjust more than one invoice with deposits		
198	System should have the capability to automatically generate payables invoice/refund of EMD after all adjustments		
199	System should have the capability to capture/maintain the security deposit details		
200	System should adjust party ledger with each transaction		
201	System should have the capability to allow creation of security deposit for divisions like cash and banking, bill checking and revenue		
202	System should have the capability to capture information pertaining to divisions in security deposits		
203	System should have the capability to adjust the earnest money in case of short payment from the customer		
204	System should have the capability to provide the following report- • Refund proceeds event wise/ activity wise/ month wise • Refund register		
A2(11)	**Finance & Accounts – Service Tax settlement**		
205	System should have the capability to generate automated service tax payment, their return and challan		
206	System should have the capability to reconcile service tax (billing, collection, CENVAT and debtors)		
207	System should have the capability to generate all statutory reporting required		
208	System should have the capability to define whether CENVAT on service tax has to be availed or not		
209	System should have the capability to provide reports for preparing bi-annual returns		
210	System should allow service tax reconciliation		
211	System should have record of monthly service tax payment , returns ,		

	challan (also have alert features for all kind of statutory dues)		
212	System should be able to generate MIS relating to service tax liability		
213	System should have provision to accommodate new taxes as and when they are notified.		
214	System should maintain history of tax rates and dates when they have been changed in the system.		
215	System should have the facility to adjust the service tax on foreign fairs to CENVAT account		
216	System should have the capability to generate following reports- • Event wise summery of Service Tax based on monthly service tax calculation report • Advance receipt report (monthly) for activities/events for which invoicing has not been done • Monthly report on receipts against debtors for previous years as well as currents year invoicing/events • Service Tax calculations for TDS certificates booked in the books (excluding foreign fairs) • Inclusion of Regional offices receipts (monthly) in Service Tax calculation report. • Inclusion of Fee for Organizing fair outside Pragati Maidan in Service Tax calculation report. ▪ User-defined reports		
A2(12)	**Finance & Accounts – Localization Requirements**		
217	System should have the capability to maintain various types of taxes requirements such as VAT, TDS, Service tax, Sales tax, Withholding tax etc.		
218	System should have the capability to maintain various tax rates applicable to a specified type of tax		
219	System should have the capability to maintain the period for which specific tax rate is applicable		
220	System should have the capability to maintain exemption details for various vendors		
221	System should have the capability to prepare reports as per statutory formats		
222	System should have the capability to balance service tax credit to service tax payable A/c at the period end automatically		
223	System should have the capability to define tax codes, clauses, related sections and sub-sections		

224	System should have the capability to maintain various TDS rates as applicable to the organisation		
225	System should have the capability to maintain deduction of TDS as per applicable rates		
226	System should have the capability to generate vendor TDS certificates(in case of payment)		
227	System should have the capability to update open documents whenever there are changes in tax rates		
228	System should generate reminders in case of TDS defaulters/ late TDS submissions (in finance and fair services divisions)		
A2(13)	**Finance & Accounts – Payroll/ Salary**		
229	System should have the capability to make computation of the following elements: ▪ Fixed pay elements applicable to all employees like basic, PF, special allowance, conveyance allowance etc. ▪ Variable pay elements based on parameters like options exercised by the employee, place of duty etc (CCA, HRA, Recoveries like LIC, NIC, GSLIS etc.) Formula based pay elements like (DA/Perks as a % of basic) combination of the above.		
230	System should have the capability to compute different type of pay pattern like CDA and IDA		
231	System should have the capability to merge the different payroll master like TFAI and TDA in ITPO with all deduction heads		
232	System should have the capability for making calculation of pay based on Compensation Rules like ▪ Years of Service ▪ Grade ▪ Location ▪ Employee type like executives, supervisors, workman, deputation, casual, probation, etc. ▪ Others (user Defined)		
233	System should have the capability to maintain/ configure pay elements like LTA and Medical, Service Award etc.		
234	System should have the capability to allow the salary to be split across different payments		
235	System should allow pay types based on user defined cycles of pay (Monthly) with multiple run		
236	System should have the capability to allow the user to override the		

	standard rate of pay for individual employees		
237	System should have the capability to allow restriction of administrative functions to a few select payroll users		
238	System should have the capability to provide data upload facility to upload history payroll data		
239	System should have the capability to allow the maintenance of slab wise details for statutory elements like Income Tax, Professional Tax as well as user defined elements		
240	System should have the capability to capture overtime details of employees and integrate the details with payroll (overtime hours as per rule)		
241	System should allow for the calculation of the following kinds of pay elements ▪ Basic/ leave encashment/ bonus ▪ Special pay/ allowance ▪ Dearness allowance ▪ House rent allowance ▪ Children's education allowance ▪ Conveyance allowance ▪ All loans & funds ▪ Accounting at PF, LTC, Pension, gratuity, leave etc. ▪ Transport allowance ▪ Others (user Defined)		
242	System should have the capability to process advance payments: Fixed Value amounts (e.g. festival/ natural calamity advance) or Formula-based Amounts (e.g. pay advance on transfer / long leave)		
243	System should have the capability to allow for deductions that might be either GOI rules, State Rules or Local Organisation rules like ▪ General Provident Fund ▪ Festival Advance ▪ Natural Calamity Advance/ Prime Minister relief fund ▪ Cycle/ Scooter/car Advance ▪ House Building Advance ▪ Income Tax/ Surcharge ▪ House Rent Recovery ▪ Employee Welfare fund ▪ Others (User Defined)		

244	System should have the provision for retrospective accounting and off cycle payments for payroll claims & reimbursement (as per section 89(1) of income tax act)		
245	System should have the ability for creation of ledger entries in financial accounting for claims and reimbursement		
246	System should have the facility to calculate tax as per the Income tax act without the manual intervention. The tax slabs, rates, and surcharges shall be maintained by the system and the tax shall be computed automatically		
247	System should have the facility for third party payment accounting/payments with reconciliation		
248	System should have the ability to incorporate and apply various user defined rules and rates for calculation of allowances, payments & deductions		
249	System should have provision for separate payroll processing for different groups of employees		
250	System should have a provision for handling payroll claim process such as LTC claims and off-cycle payment for the same.		
251	System should have provision to generate the statutory forms such as Form 16, Form 24, 12 BA, 89(1) etc.		
252	System should have a provision for withholding salary of the suspended employee.		
253	System should have a provision for generating bank transfer report for monthly payments.		
254	System should have provision for generation of pay slip electronically with the applicable payment of allowances and deduction heads. Pay slip should be in printable form and should also be available online.		
255	System should have ability to support Gratuity and superannuation computation supporting multiple trusts and user definable contributions		
256	System should have the provision for computing final settlement to arrive at payable and recovery amount.		
257	System should have provision for handling financial year end tax declaration and subsequent calculation for generating statutory forms.		
258	System should have provision for transferring payroll results to financial accounting for payments.		
259	System should have the capability to provide a final settlement report for each retired/terminated employee		
260	System should have the capability to suspend Payroll runs or control final settlement processing on a case to case basis		

261	System should have the capability to run separate bonus/ incentive runs		
262	System should have the capability to handle unlimited pay account codes and drawing banks		
263	System should have the capability to handle LTA and medical exemptions as per the income tax rules		
264	System should have the capability to calculate rebates like HRA, conveyance and education etc.		
265	System should have the capability to provide linkage to leave, punishments, promotion, location, qualifications		
266	System should have the capability to provide investment declaration form in electronic format. The employee will be required to fill and submit the form electronically so as to automatically update salary record and tax calculation by the system, and, System should have the ability to capture Investment Declaration details that have been filled in manually.		
267	System should have the capability to provide major statutory reports / certificates of taxes like Form 16 and Form 24		
268	System should have the capability to generate employee's individual tax calculation sheet.		
269	System should have the capability to project the tax liability of each employee for the period within a tax calendar based on the employee declaration of savings etc. and providing tax planners to the employee.		
270	System should have the capability to handle Exemptions and Rebates as per the Income Tax Rules		
271	System should have the capability to establish deduction limits for each deduction based on various parameters like: - Employee - Job Classification - Company - Benefit plan - Salary - User defined		
272	System should have the capability to make deductions effective: - In the current period - In any pay period or periods selected - In any user-defined frequency selected - Between user-defined start and stop dates		

	▪ Until an user defined limit is reached
273	System should have the capability to perform calculation of pay and benefits for terminated employee based upon termination date to present date.
274	System should have the capability to display the status of the Payroll calculations
275	System should have the capability to post the amount of salary paid for each element of pay for an employee, based on the relevant GL account code and employee cost centre information to General Ledger
276	System should have the capability to post salary payment advice including multiple payment methods such as bank, cash and cheques to General Ledger
277	System should have the capability to support pooling the monthly contribution of PF, VPF and PF advance in to the PF management system
278	System should have the capability to perform gratuity calculation, provision & accounting employee wise as per user defined rules.
279	System should have the capability to provide for monitoring the limits of reimbursable element of salary
280	System should have the capability to generate CTC report for various level of employees, should also facilitate generation of projected employee costs based on certain estimated hike
281	System should have the capability to integrate with HR module to monitor attendance and leave records and use the data in payroll processing
282	System should have the facility to adjust excess/ short deduction of TDS,
283	System should have the capability to provide multiple pension schemes so that company's Pension scheme & Industry Pension scheme available in public sector can be incorporated.
284	Three months before their retirement, system should have the capability to generate alerts for employees about their PF subscription, PF Loan, Gratuity and Pension claim forms etc and last month salary stopped automatically.
285	System should have provision for generating payroll reports. Following reports are essential and reporting requirements are not limited to the listed reports:- ▪ Payroll exception report to check discrepancies ▪ Payroll reconciliation report ▪ Statutory tax deduction report (monthly,quarterly,half yearly, yearly)

	▪ Remuneration statements		
	▪ Generation of HR forms		
	▪ Employees provident fund report		
	▪ Loan summary report/advances as per schedule VI A		
	▪ Payroll result report		
	▪ Employee insurance contribution report		
	▪ Gratuity report		
	▪ Labor welfare fund report		
	▪ Remittances report		
	▪ Declaration for income tax form		
	▪ Actuarial valuation report in excel form		
	▪ Including all regional offices		
	▪ User defined		
286	System should have capability of calculate/summarize taxable perks, non-taxable perks, taxable perks of services provided by ITPO		
287	System should have the capability to integrate and generate soft copy of information like PF , Pension amount and other statutory details for uploading to the EPFO web site		
288	System should have the capability to compute the shift/night duty allowance		
289	System should have the capability to compute and maintain outside company remittance, letter should be generated automatically as per user defined		
290	System should have the capability to adjust and modify the GSLI payments in respect of employees		
291	System should have the capability to check on one time payments/periodic payments like LTC, OTA etc.		
292	System should have the capability to print the voucher of festival advance as per bank		
293	System should have the capability to link the salary package to other packages of ITPO like HR, PF package etc.		
294	System should have the capability to generate user defined report in excel format in respect of all the available options/field/period of salary data like PIVOT table		
295	System should have the capability to derive the data of actuarial valuation from the actuarial programme for gratuity and leave encashment		

296	System should have the capability to check that payments related to perks do not exceed the user-defined limit, for all employees.		
A2(14)	**Finance & Accounts – LTC/Festival/Conveyance advance etc.**		
297	The system should have the capability to perform advance payments in the following manner: ▪ fixed value amounts (e.g. festival) ▪ formula-based amounts (e.g. Pay advance on transfer / long leave)		
298	The system should have the capability to perform the following calculation at the time of payment of allowance and / or deduction: ▪ Inventiv, arrear, ex-gratia, uniform, lease / conveyance maintenance, etc. ▪ By Amount: enter amount to be deducted or payable ▪ By Days: enter number of days for system to compute the amount based on Basic pay or gross pay and/or any other component of pay ▪ By Percentage: enter percentage for system to compute the amount based on basic pay or gross pay and/or any other component of pay ▪ By retrospective payments to incentive, arrears, ex-gratia and other usual allowances		
299	The system should have the capability to calculate recurring payments and / or deductions using the same criteria as onetime payment / deduction		
300	System should support encashment of leave, LTC and also on retirement with consequent tax adjustments		
301	System should have the capability to facilitate release of festival advance and other advances (user defined) against salary.		
302	System should have the capability to generate employee-wise recovery position, recovery list and outstanding balances list – month wise or as user defined		
303	System should have the capability to support calculation and payment of arrear/bonus with consequent tax adjustments/flat tax adjustment and also with retrospective effects		
304	System should have the capability to allow following loans and advance payment: interest free advances, interest bearing advances, short term advances, long term advances and provision to short loan closing system		
305	System should have the capability to allow short closing of all types of loans		
306	System should capture the employee-wise LTC eligibility details such as present LTC block, when last LTC was availed , cancellation, extension, advance against the LTC application etc with related report as per requirement.		
307	System should have the ability to maintain air/railway/transport rates with respect to distance as specified		

308	System should generate reminder letters if LTC final bill is not submitted within the prescribed time		
309	System should able to calculate eligibility amount for LTC, Advances, Leave Encashment ETC		
310	System should be able to give a comprehensive status report for LTC/Festival/Conveyance Advance /others		
A2(15)	**Finance & Accounts – Payable Invoice creation**		
311	System should have the capability to record the following details for each vendor: ▪ Vendor Type- Vendor for Stores/General/Transporter/Contractor/Professional/Service provider/ One time supplier/ Employee based ▪ Vendor Master should also be classified/maintained location wise, unit wise, parent/subsidiary ▪ Vendor code (centralized creation of vendor code) ▪ Name of beneficiary ▪ Address ▪ Telephone number ▪ Fax number ▪ E-mail ▪ Contact person ▪ Payment terms ▪ Payment method ▪ Payment charges to be recovered ▪ Paying Bank details ▪ Vendor Bank details ▪ Invoice Currency ▪ Payment Currency ▪ Sales Tax Registration Numbers/ Tin No. ▪ Service Tax Registration ▪ FBT applicable or not ▪ Service Category to be defined as per Service Tax Act ▪ Permanent Account Number ▪ Vendor Organisation Status (Corporate, Partnership, Proprietary, Small Scale Industries, private ltd., Govt/ local authority, HUF etc.) ▪ Broker code ▪ Payment location ▪ Payment lead time ▪ Whether related party or not ▪ Bank account number of the beneficiary ▪ Type of account ▪ IFSC/ RTGS code of the bank		
312	System should have the capability to allow merging of vendors and define multiple sites, if applicable, for a vendor		

313	System should have the capability to define various types of taxes		
	▪ Sales Tax/ VAT		
	▪ Octroi		
	▪ Cess (4 types) includes Labour Cess		
	▪ Surcharges		
	▪ Excise Duty		
	▪ CENVAT		
	▪ TDS Rates		
	▪ Service Tax rate		
	▪ Works Contract Tax rate		
314	System should have the capability to define tax codes for different types of vendors		
315	System should have the capability to check and stop creation of duplicate vendor master accounts. (The system could check for duplicate address, PAN numbers or bank account details to avoid duplicate vendor master creation)		
316	System should have the capability to define tax rates based on nature of services provided - Based on Item, Based on Supplier, Based on Region		
317	System should have the capability to define discount methods and discount rates		
318	System should have the capability to capture contract details in Contract Module in case of contract work		
319	System should have the capability to provide bill-passing for the following types for vendors		
	▪ Material vendors/services ▪ Freight/ Transportation vendors ▪ Advertising vendors ▪ Non- PO Vendors/ Miscellaneous Vendors ▪ Employee reimbursements ▪ AMC ▪ Suppliers ▪ Contractors		
320	System should have the capability to provide an invoice register facility by which invoices can be logged prior to entry in the ledgers.		
321	System should have the capability to provide for the following types of bill-passing:		
	▪ Against a purchase order or contract only ▪ Against a purchase order or contract and with a Goods receipt note/Service receipt Note ▪ Against a purchase order or contract, Goods receipt note/Service receipt Note and a Quality acceptance note ▪ Against receipt of direct invoice only		

322	System should have the capability to prevent passing of bills for rates exceeding PO Rate. (at GRN only qty is matched)		
323	System should have the capability to perform two or three way order matching dependent on supplier		
324	System should have the capability to automatically generate Adjustment Notes (Debit/Credit) on the vendor, based on the Purchase Order, GRN (Goods Received Note) and the Quality Acceptance note		
325	System should have the capability to provide for overriding Adjustment Notes (Debit/Credit) based on proper authorization		
326	System should have the capability to automatically generate vendor invoices on creation of GRN		
327	System should have the capability to provide the following information for each vendor invoice ▪ Bill No. & Date ▪ Vendor code ▪ Vendor transaction reference ▪ Transaction date ▪ Due date calculated by the system from the payment terms ▪ Posting period ▪ Transaction value ▪ Order number (to which the invoice relates) ▪ Narrative (for purchase ledger entry) ▪ Tax codes (Multiple) ▪ Tax amounts (Multiple) ▪ TDS details, if applicable ▪ Service Tax		
328	System should have the capability to support three way checking process for processing of invoices. (Three way check process specifies that goods are received on the basis of purchase order and invoice is accounted on the basis of goods received in the system)		
329	System should have the capability to prompt if any "advance" is outstanding against the vendor while posting the invoice.		
330	System should have the capability to follow for the unadjusted employee advance before posting a new claims		
331	System should have the capability to prevent advance payment if old advance is unadjusted (without approval)		
332	System should have the capability to put invoices/payments on hold along with reason codes		
333	System should have the capability to support/process claim management with respect to material loss/ short supply either to the account of supplier or transporter		
334	System should have the capability to provide entering invoices for "pre-paid" expenses and appropriation the amount between prepaid accounts		

	and expense accounts on a periodic basis
335	System should allow for posting expenses pertaining to prior periods in the current period and appropriation the remaining amounts as pre-paid for the remaining periods
336	System should have the capability to track different kinds of advance payments made to vendors in the vendor sub-ledger
337	System should provide manually entry of invoices (non-material related) for expenses
338	System should have the capability to provide travel related accounting for ▪ Employee Advances ▪ Recording of Travel Expense reports ▪ Final settlement
339	System should have the capability to support splitting payments against facilities based on remaining calendar periods
340	System should have the facility to record foreign currency transactions values in both the currencies (foreign currency and the Indian currency).
341	System should have the capability to allow setup of tolerances for passing invoices and allow setup of authorization matrix
342	System should have the capability to define approval hierarchy for invoices based on authorization matrix
343	System should have the capability to validate data through invoice approval
344	System should have the capability to enter payment terms and choose the required basis for calculation of due date for payment
345	System should have the capability to allow workflow for ▪ Streamlining work process ▪ Alert for approval ▪ Alert for pending items for approval
346	System should have the capability to set tolerances for quantity and price and automatically record variances between the Purchase Order and Invoices.
347	System should have the capability to automatically place Invoices on hold(after due authorization), to prevent payment.
348	System should have the capability to account for multi-currencies: transaction entry in any currency, automatic currency conversion and gain & loss calculation.

349	System should have the capability to adjust Invoices as needed before posting to General Ledger with necessary approval		
350	System should have the capability to provide an analytical summary and standard reports that provide an accurate picture of the accounts payable including invoice, tax, payment amount etc.		
351	System should have the capability to provide a view of current balances		
352	System should have the capability to allow matching of Debit/Credit Memos with Invoices		
353	System should have the capability to process canceling of supplier Invoices which will not be paid , or on demand		
354	System should have the capability to provide payment holds on invoices and record reason (s) for releasing payment hold		
355	System should have the capability to provide details of discounts offered by vendors		
356	System should have the capability to generate report on discounts availed by ITPO		
357	System should have the capability to specify payment of vendor invoices ▪ Individually (one check per inv) ▪ One check for multiple invoices		
358	System should have the capability to detect duplicate invoices by ▪ Vendor number ▪ Invoice number ▪ Period of the bill		
359	System should have the capability to allow Invoices to include line items from multiple Pos		
360	System should have the capability to provide the list of invoices against a PO		
361	System should have the capability to integrates payables with: ▪ Purchasing ▪ Receiving ▪ Fixed assets ▪ General Ledger		
362	System should have the capability to scan external documents and link these to the system-generated document		
363	System should have the capability to record details of the associated tax and miscellaneous charges		
364	System should have the capability to specify calculation of taxes / charges either on the entire invoice or each line item		

365	System should have the capability to support automatic generation of accounting entries for PO-based invoices from PO / GRN details		
366	System should have the capability to provide reference and match PO-based invoices with the PO / GRN		
367	System should have the capability to track over-invoicing, return of goods		
368	System should have the capability to raise item based adjustment (debit/credit) notes.		
369	System should have the capability to record advance against vendor with reference to ▪ General reference ▪ Multiple purchase orders ▪ Multiple Performa invoices		
370	System should have the capability to enter invoices in batches		
371	System should have the capability to provide batch controls ▪ Number of invoices ▪ Total amount of all invoices in batch		
372	System should have the capability to generate voucher numbers automatically, based on pre-defined logic		
373	System should have the capability to provide the posting status of a single transaction or an entire Payables transfer to GL run		
374	System should have the capability to provide user defined ageing periods for ageing reports		
375	System should have the capability to generate ageing analysis for the outstanding invoices		
376	System should have the capability to maintain history of all paid vouchers and line items		
377	System should have the capability to tracks monthly transactions by ▪ Account ▪ Vendor ▪ Type (e g payments, invoices)		
378	System should have the capability to identify the problematic transactions that stop closing the period		
379	System should have the capability to provide an invoice wise outstanding for a particular vendor and for group of vendors		

380	System should have the capability to record deductions from invoices under various accounts like cash discount, rebates, charges etc. with reasons		
381	System should have the capability to process payment of partial balance on the invoice and must not require that an invoice be paid in full		
382	System should have the capability to facilitate advance payments to vendors. It should also: ▪ schedule payments ▪ apply prepayments to individual invoices and to create the corresponding transactions automatically ▪ Provide for tracking/reimbursement of employee advances/expenses ▪ Maintain employees separately from regular vendors		
383	System should have the capability to generate supplier trial balance		
384	System should have the capability to provide Purchase order/work order/ service order wise list of advances against vendor		
385	System should have the capability to control the budget mechanism for each payment		
386	System should have the capability to link the TDS of previous payment and current payment and link the all outstanding TDS to current year TDS payments		
387	System should have the capability to link with WEBTEL system for uploading the TDS returns		
388	System should have the capability to track the transactions in the vouchers on which either VAT or service tax or reverse charge is applicable		
389	System should have the capability to bifurcate the service tax as per GOI orders like 50%:50 % or 25%-75% or 100% under reverse charge mechanism		
390	System should have the capability to classify the TA bills/LTC bill in different heads like hotel, air bill, conveyance charges, telephone charges, entertainment expenses etc		
391	System should have the capability to compute the actual utilization of halls on month wise , quarterly wise, half yearly wise and yearly wise and link the halls utilization to property tax rate so that system automatically compute the property tax		
392	System should have the capability to capture directors TA claims		
393	System should have the capability to capture all TA claims and advances of tours within India		

394	System should have the capability to identify rate of TDS applicable for deduction along with notification for the same manually		
395	System should have the capability of generate following reports:- ▪ Party wise details for TDS deducted (including book through journal voucher) for filing of quarterly return indicating gross amount, TDS and net amount paid ▪ Head of account/party wise details of TDS deducted for reconciliation of total expenditure with gross value on which TDS deducted ▪ Month wise / head of account wise detail of expenditure incurred under different heads ▪ CENVAT details party wise/head of account wise (monthly/year wise) ▪ Report on unpaid outstanding liabilities ▪ Month wise / head of account wise details of reverse charges (service tax) booked in ledger ▪ Quarterly report on local / overseas tours undertaken by CMD/ ED / GMs ▪ Employee wise report of telephone/LTC expenses reimbursed indicating period of reimbursement ▪ Party wise report for payment released ▪ Report on pre-paid expenses indicating party, period, head of account, voucher number and account ▪ Report on payments withheld on invoices ▪ Advance to party ▪ Advance to CPWD ▪ Advance to staff ▪ TDS payable ▪ DVAT payable ▪ Service tax on reverse charge payable ▪ Provision for expenses ▪ User-defined reports		
A2(16)	**Finance & Accounts – CPF & Pension**		
396	System should have the capability to merge the accounts of different trust like TFAI and TDA in ITPO		
397	System should have the capability to merge two accounting year of different trusts into one trust		
398	System should have the capability to link the CPF summary statement to employee portal so that employees can see their statement		
399	System should have the capability to link the employees basic details like Name, DOB , nominee detail, date of retirement etc. and other components like rate of interest and rate of contribution in PF statement		
400	System should have the capability to maintain cash book, ledger and balance sheet automatically		
401	System should have the capability to maintain investment register and also show the month wise report of the securities which are going to		

	mature in the respective month
402	System should have the capability to calculate interest on securities and also maintain the interest register
403	System should have the capability to link and automatically adjust the PF from the off-cycle payment made by payroll section
404	System should have the capability to reconcile the bank account (BRS)
405	System should have the capability to generate reports of the following : ▪ List of employees PF no. wise ▪ List of employees with null PF no. ▪ Pf cards – active employee wise , all employees wise ▪ Interest earned by employees ▪ Outstanding loan details (refundable) ▪ Check list of opening balance ▪ List of opening balances – loans ▪ Check list of CPF details ▪ Refundable loan application ▪ Sanction order ▪ Duplicate sanction order ▪ Annual summary ▪ Unit wise summary (check list) ▪ Unit wise transaction detail (check list) ▪ Annual summary employee wise ▪ Non-refundable loans details month wise ▪ Non-refundable loans details PF no. wise ▪ Refundable loans details ▪ Final payment details ▪ Residual payment detail ▪ Refund of advance detail ▪ Adjustment detail ▪ Employee list ▪ Basic + DA detail ▪ VPF contribution detail ▪ User-defined reports

A2(17)	Finance & Accounts – Gratuity		
406	System should have the Provision to perform gratuity calculation, payments & accounting employee wise as per user defined rules and auto data flow between HR & Finance		
407	System should have the Provision to perform forfeiture of Gratuity in case of dismissals etc.		
408	System should have the provision to perform part payment of gratuity in case of recovery or penalty etc.		
409	System should have the Provision to maintain nominee details and payment in the nominee's name in case of death of an employee		
410	System should have the capability to maintain cash book, ledger and balance sheet automatically		
411	System should have the capability to maintain investment register and also show the month wise report of the securities which are going to mature in the respective month		
412	System should have the capability to calculate interest on securities and also maintain the interest register		
413	System should have the capability to reconcile the bank account (BRS)		
414	System should have the capability to maintain all transactions related to gratuity , in case of gratuity funds managed by Insurance company		
A2(18)	Finance & Accounts – Ticket Sale		
415	System should have the capability to integrate sale process with ERP system		
416	System should record cash payments received		
417	System should be able to be integrated with online ticketing system		
418	System should automatically pick the prices from a price master		
419	System should have access control mechanism to allow only authorized people		
420	System should have the capability to integrate multiple ticket sale counters		
421	System should have the capability to maintain stock register of ticket		
422	System should have the capability to ▪ maintain issue slip and issue register ▪ maintain collection register		

	▪ maintain ticket return register		
	▪ maintain stock register per day		
	▪ maintain activisation ticket register		
	▪ maintain specific fair ticket register		
423	System should have the capability to generate report ▪ Daily ▪ Weekly ▪ Monthly ▪ Half yearly ▪ Yearly ▪ Ticket wise ▪ Event wise ▪ Season wise ▪ Amount wise ▪ Counter wise ▪ Other specific (User-defined reports)		
A2(19)	**Finance & Accounts – Medical Section**		
424	System should have the capability to capture the employee details and their emoluments (Basic pay + DA) for ceiling limit		
425	System should have the capability to maintain the list of dependents of each employee		
426	System should have the capability to calculate quarterly payment to the employees, those who opted for 60% medical benefits in the perquisites(as per ITPO policy)		
427	System should have the capability to maintain the record of 60% payments and test bills amount claim by the employee in a financial year		
428	System should have the capability to maintain the record of general payment claims by the employees in a financial year and also check their ceiling limit while passing the each bill		
429	System should have the capability to capture the details of empanelled hospitals and their room rent		
430	System should have the capability to capture the room rent ceiling of employees as per their entitlement		
431	System should have the capability to bifurcate the taxable and non taxable hospitalization claims		
432	System should have the capability to bifurcate the taxable and non taxable medical benefits for each employee in a financial year		
433	System should have the capability to capture the details of hospitalization claims and process the claim as per employee's		

	entitlement		
434	System should have the capability to generate following report- ▪ Employee wise claims ▪ Hospitalization claims ▪ General limit claims ▪ Taxable claims ▪ Non taxable claims ▪ Month/year-wise ▪ 60 percent payment details ▪ User-defined reports		
A2(20)	**Finance & Accounts – foreign fair accounting section**		
435	System should have a provision to record budget and rentals		
436	System should have the comment facility on the budget screen		
437	System should have a provision of multiple currency in the budget and rentals		
438	System should have a provision of search facility in the budget screen		
439	System should have a provision of budget monitoring mechanism, with alerts to detect overruns		
440	System should have a provision of re-appropriation of budget		
441	System should have a provision to bifurcate the fair based on MDA and MAI. VAT mechanism are different in both MDA and MAI		
442	System should have a provision to calculate/monitor VAT reclaimed procedure		
443	System should have the capability to keep track of all the banks of Foreign Fair Accounting Section		
444	System should have the capability to do BRS for all the banks		
445	System should have the facility to capture the TT/TC details or any other instrument details		
446	System should have the capability to maintain different exchange rate for every fair and have the capability to convert the foreign exchange rate every year in the schedules		
447	System should have the capability to capture the mean exchange rate for every fair		
448	System should have the capability to capture TA advance and maintain for every event and have a provision for generating it in multiple		

	currencies		
449	System should have the capability to bifurcate the TA voucher head wise like hotel, conveyance, telephone, entertainment and other expenses		
450	System should have the capability to adjust the TA claims event wise / activity wise		
451	System should have the capability to capture the booking expenditure head wise by fair officer or foreign fair accounting section against the advance which was already paid		
452	System should have the capability to generate schedules of foreign fair division at the end of the fair / end of the year		
453	System should have the capability to capture admissibility of MDA and MAI grants		
454	System should have generating following reports : ▪ Tours abroad ▪ Tours in India ▪ Schedule wise ▪ Deputation abroad ▪ Amount wise (Indian rupees wise and Foreign currency wise) for directors and others ▪ Account head wise ▪ Fair wise ▪ Air fare ▪ Report for expenditure on TA in Foreign Currency and Indian Currency both, in case of TA abroad (after settlement of advance)		
A2(21)	**Finance & Accounts – Internal Audit**		
455	System should have provision for reflecting internal audit observation on line for all HODs with replies thereof from HODs.		
456	System should have provision for reflecting balance number of audit observations left to be replies		
457	System should have provision for internal auditors for their requisition for calling records from different divisions of ITPO		
A2(22)	**Finance & Accounts – CS Unit**		
458	System should record systematically the minutes, agenda and attendance register of every meeting year wise (board meeting and audit committee meeting, AGM, remuneration committee meeting etc)		

459	System should also record the responsibility defined or the work assigned for each of the divisions after the meeting		
460	System should also have the capability to update the work status by the HoDs and the same should be reflected for the CMD's reference		
461	System should record pending points of discussions; action taken on pending points and the agenda history for past years		
462	System should have a monitoring system which can update the user of impending deadlines and do such checks at regular intervals.		
463	System should ensure that the mailing list, along with the updated addresses, should be made available to the respective departments to ensure focused mobilization		
464	System should electronically save and fetch the records		
465	System should ensure confidentiality and access control should also be maintained.		
466	System should allow the preparation of agenda and minutes on server only, not on workstations in a chronological order; segmentation should also be maintained like form32, form23, minute's yearly wise along with the challan.		
467	System should ensure that the minutes agenda should not be changeable after it has been approved by CMD but it should be changeable before the approval		
468	System should have the capability to send board/Audit/AGM/other committee meeting notifications along with the agenda to various members		
469	System should have the capability to take confirmations for the same		
470	System should also ensure that the indexing for the documents is done properly		
471	System should maintain form 13 , form 24AA and other statutory forms		
A2(23)	**Administration - Appraisal**		
472	System should have the capability to support different types of appraisals for different grades e.g. award staff and performance appraisal for officers		
473	System should have the capability to draw a performance matrix/job matrix and map key responsibility areas for each employee position in the organisation based on matrix		
474	System should have the capability to design the matrix based on behavioral and technical competencies for each cadre/grade in the organisation		

475	System should have the capability to maintain past annual appraisal reports in scanned format or through templates		
476	System should have the capability to record self-appraisal, supervisor/controller's appraisal and final appraisal, if any, through workflow		
477	System should have the capability to directly integrate with training module so that the training needs/gaps identified during the appraisal process form an input to the training calendar		
478	System should have the capability to integrate with promotions for porting the performance appraisal scores		
479	System should have the capability to integrate with payroll for sanction of performance incentives through workflows		
480	System should have the capability to maintain history of performance appraisals		
481	System should have the capability to support 360 ,180 degree, etc appraisal processes		
482	System should have the capability to generate reminders/mails/workflows to the employees/supervisors in case of non-submission of self appraisals		
483	System should have the capability to of providing feature to employees for recording achievements for self appraisal on regular basis		
484	System should send reminders for completion of annual appraisal		
485	System should maintain history of all appraisals		
486	System should allow the appraise to appeal against the rating given to him/her within a stipulated time frame		
487	System should reject the appeal request outside the stipulated time frame		
488	System should allow the reviewer to change the rating in case the appeal is upheld after scrutiny		
489	System should send the relevant notifications to the reviewer and appraise about the pending actions at their end or the subsequent results of their actions.		
A2(24)	ADMINISTRATION- Distribution of Lunch and Entertainment Coupons		
490	System should have the capability to maintain a monthly track of lunch		

	coupons issued to employees (for specific period)		
491	System should have the capability to track coupons stock		
492	System should have the capability to generate automatic invoices based on the value of coupons distributed		
493	System should have the capability to generate record for monthly (two types) coupons which is a part of perks and integrated with payroll		
A2(25)	**Administration – Employee Joining**		
494	System should validate that fields such as employee codes, classification codes, transaction types, etc. have been filled in at the time of joining.		
495	System should have the capability to provide pop-up or pull-down list option for data entry values where valid entries are predefined		
496	System should have the capability to maintain employee information including: Employee number, Employee name, Address (Present and permanent), Phone number, mobile number, e-mail ID, extension number, Gender, Marital status, Religion, Identification mark, Academic Qualifications, Professional qualifications, Designation, Date of birth, Photograph, Aadhar Card number, Date of holding, Details of children, Next of Kin mobile/residence number "Previous experience capturing - Names of companies, Sector of industry where worked, Tenure (from - to), Role", Date of joining, Status (Permanent, Probationer, Management Trainees, Graduate Engineer Trainees), PF number, ESI number, PAN, If handicapped, caste category Religion, Blood group, Other details like health insurance, Ability to add new fields		
497	System should have the facility for managing recruitment for special categories requiring relaxation in norms e.g. SC/ST/OBC/Physically challenged /Ex-service men /Sports persons/Minority/Religion etc.		
498	System should have the facility to maintain check list for verification and acknowledgement of various aspects related to joining viz., medical reports, testimonials, caste certificates, other relevant certificates, etc.		
499	System should allow for maintaining a checklist of details to be mentioned in each employee's personnel file		
500	System should have the capability to date and time stamp all changes in the database, enabling data availability on 'as on date/ time' basis		
501	System should support Multiple Locations (Head/ Regional Offices)		
502	System should have the possibility to transfer all (available) fields mentioned above from the applicant database (generated during the		

	recruitment process) to employee database		
503	System should have the capability to maintain records of manpower requirement/planning based on competencies, skills, experience, qualification and other criteria		
504	System should have the capability to process and maintain records of direct employment/ promotion/ recruitment to specialist categories/part time or contractual employees		
505	System should have the capability to analyze the Division wise, designation wise, group wise, age wise, dependents age wise, unit-wise, cadre wise, grade wise resources available and required and do a gap analysis with specific time frame.		
506	System should have the capability to issue alerts before any position falling vacant due to retirement/term of temporary or contractual employee getting over		
507	System should have the capability to generate a consolidated manpower plan (Institution-wise/Unit-wise) for approval through work-flow		
508	System should have the capability to integrate with the recruitment/promotion module for filling up of vacancies		
509	System should have the facility to receive on-line responses (application, payment) for job openings. Also the system should have facility for sending bulk emails to the applicants.		
510	System should have the facility to attach documents / credentials in soft form as a part of the application.		
511	System should have the capability to maintain service files documents in scanned form including date of birth, domicile, SC/ST/OBC/PH certificate, bonds, if any, executed, disciplinary cases details, photograph etc		
512	System should have the facility to receive forms such as employees joining, family details etc. in specified formats.		
A2(26)	**Administration – Employee Separation**		
513	System should have the ability to record the reason of exit e.g. retirement/ compulsory retirement/ voluntary retirement/ death/ resignation/ dismissal/ repatriation/missing/lien deputation.		
514	System should have the capability to generate retirement notice to concerned departments and retirement proposal 3 months in advance and display/alert till retirement in case of superannuation for sanction.		

515	System should have provision to update records in case of other reasons for leaving ITPO.		
516	System should have the capability to initiate the process for making payment of the retirement benefits and sanction pension as per applicable rules		
517	System should have the ability to analyze data relating to exits/retirements		
518	System should have the capability to confirm vigilance clearance from vigilance division or seek vigilance clearance on the employee before retirement.		
519	System should have provision for recording the post retirement benefits (Medical, etc)		
520	System should have the ability to maintain a record of the separation process whether it is through death, superannuation, resignation and termination		
521	System should have provision to maintain records of employee exit process such as clearances from various departments etc.		
522	System should have the ability to link "No Dues Certificate" from different departments at the time of retirement.		
A2(27)	**Administration – Performance management system**		
523	System should provide interactive GUI (like examples, predefined templates, etc) for goal setting		
524	System should have the capability to allow user to design goals to meet his requirements		
525	System should allow user to set annual targets and long term targets against each goals		
526	System should have the capability to allow user to add or remove goals from his view		
527	System should display a brief description of goals on respective user home page		
528	System should have the capability to allow user to set his own targets for each goal with accessibility limited to him only		
529	System should support workflow mechanism with information limited between appraise and supervisor/designated authorities only		

530	System should allow the supervisor to view and suggest comments for the updating of goals		
531	System should have capability to stop updating of goals once approved by supervisor		
532	Employee should be allowed to update goals if approved by supervisor and administration division		
A2(28)	**Administration – General section : Issuance of fuel & telephone**		
533	System should have the capability keep track of fuel consumed vehicle and driver wise		
534	System should have the capability to capture standard mileage for every vehicle		
535	System should have facility of flagging vehicles for which fuel consumption is high compared to others and / prescribed standards		
536	System should generate inventory of vehicles such as date of purchase, maintenance, fuel cost, insurance etc.		
537	Details of expenditure should be on head-wise such as landline phone, mobile, fax		
A2(29)	**Administration – Issuance of Post**		
538	System should have the capability to maintain an indent book for speed post records		
539	System should have the capability to validate bills with reference to indent copy		
540	System should have the capability to support workflow mechanism		
541	System should have the capability to maintain a centralized database of recipients		
542	System should have the capability to print labels of the recipient address selected from the database		
543	System should have the capability to maintain records for expenditure on franking machine, registry, speed post and courier.		
A2(30)	**Administration – Leave / Time management**		
544	System should have the capability to interface attendance captured through biometric system with HRMS module		
545	System should have the capability to maintain & configure multiple types of leave like EL, HPL/COL, CL, Paternity Leave/Maternity Leave, Sick		

	Leave, Extra Ordinary Leave, Study Leave, Quarantine leave, Special CL, Without pay leave etc and enforce applicable rules		
546	System should have the capability to credit leave balances through an accrual process in the system automatically based on user defined criteria		
547	System should have the capability to maintain local holidays and integrate with the leave management		
548	System should have the capability to manage on-line application, tracking and approval of various kinds of leave through workflow logic and self-service		
549	System should be capable of record keeping and maintenance of historical data		
550	System should have the capability to integrate with pay-roll module for calculation and recovery of loss of pay etc.		
551	System should have the capability to provide the Manager consolidated status of present/absent employees working under him/her.		
552	System should have the capability to suggest alternate optimal leave combination to the employee		
553	System must have the capability to link to payroll module for calculation of leave liability		
554	System should have the capability to intimate the controlling officer when an employee goes on unauthorized leave (unmarked attendance) / returns back from unauthorized leave/ extends leave/ reports in the middle of the sanctioned leave period (along with appropriate reduction in sanction)		
555	System should have the capability to integrate the time management with leave management		
556	System should have the ability for:- ▪ Defining planned working time for different groups of employees ▪ Defining attendance type ▪ Recording of actual working time ▪ Recoding exceptions –availability ▪ Provision of tolerance for attendance recording		

	▪ Provision for interfacing with time recording machine i.e. the biometric system
557	System should have the ability for: ▪ Defining public holidays & holiday calendars/RH ▪ Defining leave types/ absences such as earned leave, casual leave, extraordinary leave, maternity leave etc ▪ Provision for maintaining absence quota/leave quota ▪ Defining rules for accrue of leave entitlement ▪ Defining rules for deduction of leave balances ▪ Defining rules for leave encashment ▪ Defining rules for proration of leave
558	System should have provision for attendance and absence evaluation
559	System should a provision for transferring time data for payroll processing.
560	System should have the ability for maintaining a record of approval/cancellation of leave (employees portal) with provision for selection of leave type (e.g. CL/EL etc), amendments, postponement and notification to manager for approvals
561	System should the ability for capturing approval/rejection of leave (managers portal)
562	System should also have provision for sending notification to the employee with status of approval or rejection
563	System should have provision for the following reports. Following reports are essential and reporting requirements are not limited to the listed reports:- ▪ Absence & attendance overview report. ▪ Attendance checks report. ▪ Leave quota report.(leave availed and balances) ▪ Late entry report ▪ Leave encashment report ▪ Leave accrual report

	▪ User-defined reports
564	System should have a provision for maintaining CL record of Regional Managers
A2(31)	**Administration – Organisational structure / post creation**
565	System should have the ability for creation and modification of records related to departments/organisation units as per business requirement
566	System should have the provision for creation/deletion and maintenance of data related to positions
567	System should have the ability for maintaining relationship such as 'Head of the department', "reports to', 'incorporates' etc.
568	System should have the ability for creation/modification/deletion of records related to job description.
569	System should have the provision for keeping records of assignment of position to individual (s)/employee(s)
570	System should have the provision for 'position attributes assignment' such as job, task etc
571	System should have the ability to generate organisational assignment reports. Following reports are essential and reporting requirements are not limited to the listed reports:- ▪ Department /Organisation Unit Counts ▪ Count of Occupied Position ▪ Count of vacant / unoccupied position ▪ Vacant and occupied position under each Department ▪ Department/Employee relationship report ▪ Job Description report ▪ Obsolete position report ▪ User-defined reports
572	System should have the ability to map ITPO Organisational Structure to include all departments, functions and regional offices
573	System should have the ability to capture and record hierarchical relationships between the different departments/ offices
574	System should have the ability to activate/deactivate relationships after due authorization
575	System should have the ability to address mapping of fair deployment operations relationships.
576	System should have the ability to capture mapping of task organisation

	and work relationships		
577	System should have the ability to record changes in command & control hierarchies / addition of new units so necessitated in future		
A2(32)	**Administration – Parliamentary Questions**		
578	System should send notifications to the concerned officials and divisions as and when the information is required. The notification will comprise questions, time by when answer required etc		
579	System should give the reminders to the divisions and also forward it to the higher officials/GM if the response is not coming within the stipulated time		
580	System should support workflow based approval mechanism for the response submitted		
581	System should be able to maintain audit trail		
582	System should be able to maintain the list of employees department wise and the flow of responsibility		
583	System should allow the user to select the employee from the drop down menu to whom the information query should be addressed		
584	System should allow the user to see the status/ progress of the responses		
585	System should ensure the timelines for the parliamentary questions are being followed by giving notification to E3 unit official one day prior to the last date for answering the questions		
586	System should keep track of all the parliamentary questions and their respective responses in a detailed format and support various forms of reports for Management reference		
A2(33)	**Administration – Promotions**		
587	System should have the capability to implement company's career path for various cadres, streams, grades and scales		
588	System should have the ability to define grade advancements within a channel (seniority/merit/time based)		
589	System should have the ability to draw a competency matrix and define the competencies/skill/roles/responsibilities required at each level/position for the purpose of promotion		
590	System should have the capability to define rules for promotion eligibility in terms of tenure, seniority, residual service, performance, achievements, disciplinary actions, etc.		
591	System should have the ability to enforce relaxations in eligibility norms to reserved category candidates, allocating certain percentage of vacancies for these categories		
592	System should have the ability to carry out the entire promotion process through work flows including on-line preparation/printing of promotion appraisal forms/ booklet recording of recommending authorities		

	comments/generation of scores/status regarding pending vigilance cases		
593	System should have the ability to obtain work flow based clearance on vigilance/disciplinary cases from various authorities		
594	System should have the capability to handle back dated promotions with respective promotion policy		
595	System should have the capability to refresh seniority list on release of promotion		
596	System should have the capability to redefine the promotion workflow on change of policy		
597	System should have the capability to record transfer option of an employee at the time of promotion and generate reports for the management for making transfers on promotion		
598	System should have the capability to provide service weight age criteria at the time of recruitment/promotion.		
599	System should have the ability to support prospective/wait listed promotions		
600	System should have the capability to upload promotion list and print promotion letters of candidates found suitable for promotion		
601	System should automatically change the basic salary of the employees who have been promoted based on option under FR 22(a) and 22 (b)		
602	System should have the ability to handle promotion process based on annual confidential report, whether it is regular promotion or annual career progression		
603	System should have provision for bulk upload of promotion details		
604	System should have provision for recording disciplinary action process from initiation, enquiry to outcome punishments such as demotions, pay cuts etc.		
605	System should have the provision to generate subsequent vacancy positions based on department promotion cycle		
606	System should have the capability to handle multiple promotions and maintain audit trail of the same		
607	System should have the capability for defining 5 years ACRs at the time of promotion and 10 years ACRs for Modified Incentivized Assured Career Progress (MIACP)		
608	System should have the capability for defining/maintaining the records of Promotion, upgradation and ACP of group "A", "B", "C" and "D" grade-wise.		
A2(34)	**Administration – receipt of post**		
609	System should have the capability to maintain an acknowledgement register for record keeping purpose		

610	System should have the capability to send notifications to various divisions of posts received		
611	System should have the capability to allow users from executive divisions to provide acknowledgements through a workflow		
612	System should allow the general section to manually update records of post delivered		
A2(35)	**Administration – Recruitment**		
613	System should have the capability to project cadre wise/grade-wise manpower requirements for a specified period based on data relating to resignations/ dismissals/future retirement/internal promotions etc.		
614	System should have the capability to auto calculate vacancies based on rules e.g. upward movement/position upgrades/downgrades/available manpower in the particular grade (Provision for user intervention should be available)		
615	System should have the facility to support recruitment for different kind of employees separately viz. Officers, Management Trainees, Specialist cadre Officers, Marketing/ Selling representatives, Clerical, Subordinate cadre etc.		
616	System should have the facility for managing recruitment for special categories requiring relaxation in norms e.g. SC/ST/OBC/Physically challenged /Ex-service men /Minority/Sports persons etc.		
617	System should have the capability to allow candidates to fill application forms online.		
618	System should have the capability to send automatic acknowledgements to the candidates e-mail address mentioned		
619	System should have the facility to maintain check list for verification and acknowledgement of various aspects related to joining viz., medical reports, testimonials, caste certificates, other relevant certificates, etc.		
620	System should have the ability to capture details of the Policy for Recruitment to various cadres in the organisation		
621	System should allow for maintaining a checklist of details to be mentioned in each employee's personnel file		
622	System should have the capability to provides user-friendly, multi-dimensional analysis and information on real-time / updated basis		
623	System should have the capability to generate Staff Strength unit wise,		

	group wise, age wise, qualification wise, administrative office/branch wise, vertical wise, rural/semi- urban wise, male/female wise, SC/ST/OBCPH/Minority wise, scale wise, permanent/ contract wise, stream wise etc		
624	System should support planning for manpower across all departments through appropriate MIS		
625	System should have the facility to create a competency framework (matrix) for various competency types (functional/ behavioral/ leadership) with desired proficiency levels for each position/grade		
626	System should have the facility to create multiple rating models (evaluation scale) and attach the same to the competencies		
627	System should have the facility to define positions for internal (recruitment/ promotions) or external recruitment		
628	System should have the facility to draw recruitment schedule in accordance with the requirement plan		
629	System should have the facility to receive on-line responses		
630	System should have the facility to attach documents / credentials in soft form as a part of the application		
631	System should have the facility for generation of call letters/email for written test/interview with allocation of roll numbers and venue and offer letter for finally selected applicants.		
632	System should have the facility to define the evaluation criteria and generation of results post-evaluation		
633	System should have the capability to track the progress at each stage of recruitment individual wise etc		
634	System should have the facility to maintain references and carry out references checks on antecedents, character, etc and generate letters to previous employer/references etc.		
635	System should have the facility to maintain check list for verification and acknowledgement of various aspects related to joining viz., medical reports, testimonials, caste certificates, other relevant certificates, etc.		
636	System should have generation of system driven regret letters and/or offer / appointment letters through both manual as well as electronic modes		
637	System should have the facility to define the specifications of the vacancy in terms of qualifications, work experience, location		

	considerations, skills/competencies required, additional certifications / professional qualifications, etc.
638	System should have the ability to report generation for all the above functionalities with a provision for dynamic querying
639	System should have the ability to capture details of the Policy for Recruitment to various cadres in the institution
A2(36)	**Administration – Training**
640	System should have the ability for managing training and development activities for employees. Training function should include – planning, scheduling, training delivery, training booking/nomination, training cancellation, training evaluation (both instructor and attendees), transferring training history (acquired skills and qualification to employee), training notifications (approval/rejection), training cost management and attendance management (attendance for the training days)
641	System should have the capability to develop a central monitoring / administration system for all training centers and institutes
642	System should have the capability of undertaking training need analysis for various units for creating a training plan using multiple tools e.g. performance management, competency management, succession planning, self nomination etc.
643	System should have the capability to publish training calendar and seek nominations/recommendations online.
644	System should have provision for training request and 'training search function' on the employee portal.
645	System should have provision for 'training approval & rejection' on Managers portal
646	System should have the capability of tracking the trainings to employees in institutions
647	System should have the provision to monitor minimum and maximum number of employees per course and create waiting lists if enrollments exceed maximum number of employees with auto-enrolment feature for waitlisted candidates
648	System should have the capability to maintain training budget at employee level, unit level, institution level and track the training costs and track various type of training expenses and income from training to

	employees from outside organisations		
649	System should have the capability of generating the training letters through print/e-mail including features like on-line confirmation, cancellation and rescheduling of training courses		
650	System should have the capability to record employee feedback for various parameters viz., training facility, instructor, and course materials and generate consolidated report for information of the management		
651	System should have the capability to maintain feedback from employees as well as instructors on training for assessment of training effectiveness and impact		
652	System should have the capability to maintain full training history of all employees		
653	System should have the ability for generating employee training reports.Following reports are essential and reporting requirements are not limited to the listed reports- ▪ Attendee list per training event. ▪ Training bookings. ▪ Attendee's training history ▪ Training feedback. ▪ Attendee's qualifications ▪ Schedule of training events ▪ Cancellations of training events ▪ Instructor information. ▪ Training budget /expenses record. ▪ User-defined reports		
654	System should have the capability to provide scheduling, planning, monitoring and budgeting of trainings to achieve MOU targets		
A2(37)	Administration – Others		
655	System should have provision for recording Show Cause Notices issued designation, level and grade-wise.		
656	System should have provision for recording and retrieving of information for at least last 5 years for answering RTI queries.		
657	System should have the ability to maintain records of Man days' Orders for officials deputed to foreign events and analyze related data such as number of visits, duration, date of departure and return etc.		
658	System should have provision for keeping record of leave, salary, and gratuity for officials on deputation group wise.		

A2(38)	**Engineering Architecture**		
659	System should have provision to develop reports with different layouts.		
660	System should have the capability to follow workflow mechanism for approvals.		
661	System should have the capability to upload the approved layouts in user defined format in the space booking portal.		
662	System should have the capability to allow heavy layout files to be uploaded.		
663	System should have the capability to segregate the layouts into different stalls so that once booked, they can be indicated in different colours.		
664	System should be flexible enough to reflect any changes or suggestions in the layouts during the approval process.		
665	System should automate the flow of information within the architecture division and also with the other divisions like civil, engineering, executive and finance.		
666	System should facilitate systematic storage of data.		
667	System should facilitate regular updating of data and the software.		
668	System should facilitate the sharing of centralized drawings within the architecture division so as to reflect any progress made on any other user.		
669	System should facilitate read-only access rights to the fair team for viewing the hall layouts.		
670	System should maintain a log of all the intermediate designs prepared by any user.		
671	System should facilitate preparation of a snag list to be prepared after the inspection.		
672	System should facilitate preparation of completion certificate for any development work (renewal or revamping).		
673	System should facilitate regular storage of the data of approvals granted for individual stalls i.e. for a bare space during a particular fair.		
A2(39)	**Cultural**		
674	System should have the capability to check theatre availability		
675	System should have the capability to generate requisition for booking theatre by fair organizer		
676	System should have the capability to support workflow mechanism		
677	System should have the capability to send notification to concerned divisions		
678	System should have the capability to upload scanned documents of the party into the system		
679	System should generate unique document number for documents		

	uploaded		
680	System should have the capability to facilitate for preparation of NOC report by the executive divisions		
681	System should have the capability to maintain historical record of parties/artist		
682	System should have the capability to provide grading to artists		
683	System should have the provision to send request to finance for generation of payment to artist		
A2(40)	**Food & Beverages**		
684	System should have capability to capture the details of Identified Locations of F&B Outlets in Pragati Maidan viz. covered area, open paved area, green area etc.		
685	System should have capability to prepare RFP for selection of agency for F&B outlets, comparative analysis of Technical Bids and Financial Bids, approval etc.		
686	System should have capability for Advertisement Design – Approval.		
687	System should have capability to capture Historical data for of last 10 years.		
688	System should have capability to generate Comparative Statement.		
689	System should have capability to generate Year-wise report of various participating companies.		
690	System should have capability to generate Vendor Master Data.		
691	System should have capability to generate statement for Total value of contracts given.		
692	System should have capability to capture data for various Services rendered viz. PNG, electricity, water. license fee, property tax, service tax, AC charges, security deposit, advance deposit, penalty, conservancy charges etc.		
693	System should have capability to capture vendor-wise Property Tax Details.		
694	Document Management System is required.		
695	System should have capability to send copy/alert to F & B Division when the invoices are generated by Finance Division.		
696	System should have capability to capture data of violations and related		

	penalties and be able to generate vendor-wise status report.
697	System should have capability to capture details of entry passes, service passes, car parking etc. entitled and issued to F&B operators in Pragati Maidan, including representatives of various Govt. bodies such as MCD, PFA, FSSAI, IGL etc., quality control during IITF.
698	System should have capability to calculate interest on delayed payment.
699	System should have capability to generate vendor wise reports for different kind of payments.
700	System should have capability to generate reports based on prevailing rates for different utilities.
701	System should have capability to generate party wise ledger, head- wise party ledger, recoverable dues, pending invoices, receipt details report.
702	System should keep track of the penalties to be recovered and issue notification to the licensees for the same.
703	System should also keep track of the legal cases pending and forward the action to be taken notification to the respective divisions.
704	System should ensure that as and when the annual or long term contracts details with the parties are fed in, the quarterly database should be updated by it.
705	System should make the tendering process for allocation of outlets, scrutinizing the tenders, selecting parties, signing of agreement online with no manual intervention.
706	System should ensure that there should be some level of interaction between the outlets and the division for regular tracking.
707	System should ensure that a centralized invoice is generated by the revenue section and invoicing and cash receipts should be computerized.
708	System should also have the facility to indicate the interest to be charged from the parties in case of non-payment/ penalties.
709	System should have the capability to save latest F&B policies for ITPO and 3rd party fairs, dos and don'ts for F&B licensees & outside caterers, F&B policy capable of being edited in the system as and when there are any modifications in the policy.
A2(41)	**Fair Sevices-I**
710	System should have the capability to prepare a 'calendar of events' for every year and refer to it.
711	System should have the capability to create and periodically update a database containing information gleaned from Indian Missions abroad, landing reports submitted by fair officers and inputs from the Department of Commerce

712	System should have the capability to mark events as 'finalized' and 'tentative'.		
713	System should have the capability to store a list of fair officers (linked with Admin division). Foreign Fairs Division decides the criteria on which Fair officers are nominated.		
714	System should have the capability to integrate budget/rentals so that cases of overrun may be spotted early on.		
715	System should be integrated with 'participation mobilization' module.		
716	System should have the capability to capture approvals (for MDA/MAI schemes)		
717	System should have the capability to capture the EPC (Export Promotion Council) number of participants		
718	System should capture the receipt number for every participant.		
719	System should have the capability to generate approval letters.		
720	System should have the capability to generate verification note		
721	System should generate invoices whenever required		
722	System should keep track of payments made (revenue statement)		
723	System should ensure that for a given focus area, no participating company should avail itself of MDI twice in a financial year.		
724	System should have the capability to keep a record of exhibitors and important buyers/visitors.		
725	System should have "mass mailing" facility & linked to the central database.		
A2(42)	**Fair Services-II**		
726	System should have the capability to prepare a 'calendar of events' for every year and refer to it.		
727	System should have the capability to create and periodically update database containing information gleaned from previous fairs (a database of exhibitors and visitors)		
728	System should have the capability to integrate budget/rentals database		
729	System should have the capability to detect budget overruns and suggest re-appropriation, if necessary. (Provision for updating fields related to expenditure made / budget utilized.)		
730	System should have the capability to integrate hall plan and periodically reflect changes made to it.		
731	System should have the capability to send mailers for exhibitor/visitor mobilization.		
732	System should have the capability to generate invoices whenever required. This should be part of a large "invoice management system"		

	that should keep a tab on space rentals and generate alerts/messages for recovery of outstanding amounts		
733	System should have the capability to generate approval letters for participants.		
734	System should be linked with online booking system so that the database may be updated periodically.		
735	System should have the capability to present an accurate statement of 'bookings made' and space booked, whenever required. These reports may be arranged on the basis of : ▪ Indian- Overseas ▪ Product Category ▪ Area booked under each category ▪ Hall Numbers		
736	System should have the capability to capture information related to concurrent and special events (award functions, inauguration ceremonies, food festival etc.)		
737	System should be able to generate statements comparing the latest booking position to the same time the year before.		
738	System should have the capability to integrate Visitor data from registration counters and provide detailed reports (based on categories such as importer/exporter, Indian, overseas, region etc.)		
739	System should be able to generate revenue from bookings made till a given date(both in INR and USD)		
740	System should be able to generate a list of exhibitors who have paid booking amount		
741	System should generate detailed reports on balance participation charges for each exhibitor.		
742	System should generate a detailed report of vacant stalls and dimension of each stall		
743	System should generate a detailed fair report after every fair		
744	System should have the capability to generate revenue statements for every fair		
745	System should keep track of TDS certificates submitted		
746	System should be actively integrated with the module for publicity division so as to allow easy viewing/ analysis of publicity material,		

	brochures, advertisements (soft copies with specifications like size, resolution etc.)		
747	System should allow the user to view the arrangement of signage for each fair (preferably on a 3D layout) and other arrangements like those of trolley-stops and registration counters		
A2(43)	**Law**		
748	System should be able to maintain records of various cases that might need to be consulted for advice purpose		
749	System should be able to maintain records of various case's status, also looking for the payment that has been made for a specific case till date		
750	System should have the status of pending cases viz. the name of case, present/next date of hearing, very brief facts, name of advocate, court		
751	System should have the capability concerning the payment to advocates case wise as part of record		
752	System should also include indexing the cases with the case id, date of issue, the advocate empanelled, the payment made so far and in case the case is closed, the comments of the advocate		
753	System should also ensure that the case Id may be sent to the respective counsel to get the information about the case who would maintain the record of data		
754	System should have the capability of automating the record keeping for the cases and the payment made against them for evaluating the amount of resources a particular case has eaten up till date and if it needs to be closed down		
755	System should also ensure that the service notes have the templates including the ION like structure – subject, file no., date and the enclosures		
756	System should also ensure that the reports of the cases be available in a more dynamic basis and not at the end of the month.		
757	System should also ensure that the security/confidentiality for the division or the organisation as a whole would be maintained		
758	System should enable the citations based on the judgments of Supreme Court or High Court on the respective problems or the issues being discussed to be displayed to help give immediate responses for the problems.		
759	System should have a provision for filling the information relating to fairs Registered with Brand names/Trade Marks (form attached)		
760	System should have the capability of classified the cases such as service matter, commercial issues, recovery suits		
761	Classification/Master can be court-wise as well as forum wise		
762	System should have a provision for separate cases for F&B issues		

763	Each case is classified in different bins.		
764	System should have a capability for giving alerts such as dates of renewal of cases.		
765	System should have a provision to capture information about panel of Advocate with case history.		
766	System should have the capability to giving reminders for attending court matters		
767	The system should have a provision for separate cases of Arbitrations.		
768	System should have a provision for information about the panel of Arbitrators.		
769	System should have the capability to develop following Additional Reports on Law Information Management system: (A) Assignment letter to Advocates with all relevant information already entered in the computer. (B) Print list of pending cases under following groupings: - (i) Chronological (ii) Court-wise (iii) Advocate wise (iv) for a particular period (v) Under one of the groupings and with remaining groups as sub groups. (C) Print list of closed cases during a particular period. (D) Legal opinion print list under: (i) Advocate wise (ii) Chronological (iii) Party wise (iv) Case wise (v) Letter to Lawyer seeking legal opinion with details of subject (already entered in computer) (vi) Opinions given by Law Division internally. (E Print listing of bills by Advocates for legal services: - (i) Bills case wise (ii) Bills Advocate wise (iii) Bills within a particular period (iv) Bills under one of the groupings and with remaining groups as sub groups (v) Note submitted for approval of higher authority containing the relevant information regarding the bill (s) (vi) Bill forwarding Proforma and sanction form (vi) Note with details of bill(s) after processing to be sent to Finance Division. (vii) Fee schedule for 8-15 years and 15 years and above.		
A2(44)	**Protocol**		
770	The System should be able to generate event wise expenditure vis-a- vis the approved budget.		
771	System should have a provision for e- invites (sending invitations for events).		

772	To incorporate the data base of protocol division in central system		
A2(45)	**Estate management**		
773	System should have capability to have digitisation record facility of the plot area / geographic layout /zonal layouts of ITPO exhibition grounds/locations		
774	System should keep track of various features regarding utilization of land in Pragati Maidan.		
775	System should have the ability to maintain a record of documents such as those related to Bids, Agreements, Lease Deed, Title Deed and expenditure on maintenance of premises (HQ and ROs).		
776	System should capability to manage & maintain unit wise event wise accounts of various pavilions/offices/sub-units/food-outlets regarding licence fee, consumption charges for electricity and water, conservancy charges, penalties imposed, if any and charges, if any.		
777	Details regarding F&B Outlets allotted to various parties/customers etc., during exhibitions regarding terms & conditions/guidelines for allotment, dues/recoveries in respect of licence fee & refundable security deposit and charges for utilities services such as conservancy, electricity, water, fuel etc. along with provision for imposing of penalty.		
A2(46)	**Corporate Communication Services - Publicity**		
778	System should facilitate the information about the fair conceptualization to be made available to all the divisions through a common notification		
779	System should also allow the executive division to upload the budget for the various activities decided for the fair and the same should be made visible to all the divisions with pre decided time lines		
780	System should support the workflow mechanism and have a pre defined reporting facility to facilitate the same		
781	System should have the capability to store the data of all the fairs under various publicity officers in a central database which can host the advertisement related data of all the advertisements released throughout the year.		
782	System should store print media reports fair-wise, publication-wise, month-wise, and year-wise, etc for advertisements as well as tenders		
783	System should store data related to outdoor media reports hoardings/ unipole wise, metro train panel wise, electric pole kiosk, banner wise, bus back panels wise, etc		
784	System should store electronic media (FM channel) reports – FM channel wise, fair wise		
785	System should store online media (Internet) reports – international website wise, category wise (Banner/ Pop up), national website wise, particular website wise		

786	System should store database of costing of various publication/ outdoor media/ electronic media (FM channel spots)		
787	System should ensure that the flow of information from one department to another is systematic viz. participation tariff, publicity budgets, profile of display, advertisement tariffs for fair guides etc.		
788	System should have the capability to generate expenditure through various sources related report		
789	System should have the capability to capture main approved budget head/sub head for different fairs.		
790	System should have ability to incorporate rates of advertisement on yearly basis.		
791	System should be able to do auto calculation for advertisement etc. according to size and rates of newspapers to help under budget for publicity.		
792	System should have ability to incorporate the check list of the entire process for payment.		
793	System should have a provision of mass mailing for disseminating information/press releases etc. to various media persons relating to latest events.		
794	The system should have the capability to issue work order for advertising agency.		
795	System should enable processing and checking of status of bill.		
796	System should have a central data base for historical reports on media used expenses thereof.		
797	System should have a provision of budget planning for media activities.		
798	System should have a provision for tracking expenditure incurred and expenses committed.		
A2(47)	**Corporate Communication Services - Printing**		
799	System should capture details of approved empanelled printers and their approved rates under various heads, such as Basic rate, Addition/reduction in Quantity, Addition/Reduction in colour/B&W pages under various job specifications of different sizes		
800	System should keep records of job requirements with specification for different categories of work		

801	System should maintain a record of the L-1 printer as per job requirement depending upon addition/reduction in quantity, colour or deviation in size, etc. and Work Orders to the L-1 Printer.		
802	System should keep track of Pay Orders to selected printers.		
803	System should maintain a record of each bill submitted by the printer		
804	System should keep track of bills after stock entry		
805	System should have the capability to create a status report for all work orders such as number of work orders issued, name of the event, user division, name of the printer, quantity, status of printed work, stock entry and processing of bill either paid or pending. The status report may be required in the formats as per • date of work order, • event-wise, • Bill-wise/cost-wise • User-defined		
A2(48)	**Security**		
806	System should have provision to receive the service notes from the Marketing division		
807	System should have the capability to integrate with HRMS module		
808	System should have the capability to prepare weekly roaster		
809	System should have the capability to prepare a daily roaster		
810	System should have the capability to maintain guard wise gate wise shift details		
811	System should have the capability to send notifications		
812	System should have the flexibility to support bidding process		
813	System should have the capability to generate payment voucher to the party		
814	System should have the flexibility to keep track of attendance of security staff of external agency		
815	System should have the capability to record all the details of the staff the private security agency is sending		
816	System should have the capability to send notification to the security division as soon as a new employee joins		
817	System should have the capability to keep track of employees to whom		

	identity card has been issued		
818	System should have the flexibility to allow executive division to send notification to security division during a fair		
819	System should have the flexibility to allow executive division to send a detailed list of person for issuance of gate passes		
820	System should have the capability to send notifications to GM for approving parking labels to be issued to the fair organizers		
821	System should have the capability to enter rates of Private security staff hired from private agencies by ITPO. The latest rates should be retained		
822	System should have the capability to maintain an event directory		
823	System should have the capability to maintain VIPs movement details of VIPs who visited ITPO		
824	System should have the capability to maintain overtime details of security staff month wise		
825	System should have the capability to maintain record of Compensatory leave details of Security staff.		
826	System should have the capability to maintain record of the services taken from private agencies by the Security Division during various fairs		
827	System should have the capability to keep record of theft cases reported during various fairs		
828	System should have the capability to keep record of cases of fighting reported during various fairs		
829	System should have the capability to keep record of cases of fire incidents reported during various fairs		
830	System should have the capability to keep record of the security personnel who attended various training courses		
831	System should have the capability to keep record of security staff who got any award		
832	System should have the capability to keep record of security staff who got punishment		
833	System should have the capability to maintain details of the CCTV equipments installed at various locations		
834	System should have the capability to enter various aspects of CISF deployment i.e. no. of persons being deployed, expenditure of CISF deployment, details of nominal rolls of CISF contingent etc. Contingent of CISF may be utilized at ITPO in near future.		
835	System should have the capability to maintain details of equipments of Access Control System (ACS) installed at all the main entry gates of Pragati Maidan.		
836	System should have the capability through which each division of ITPO should be able to provide the list of their regular employees of ITPO to the Security division required to be forwarded to DCP(Security) as when any event is to be inaugurated by any VVIP		

837	System should have the capability to prepare an "Advance Weekly Duty Chart" by rotating both shifts and the duty points.
A2(49)	**Engineering (Civil)**
838	System should have the capability to classify the works as (i)Maintenance or (ii) Construction
839	System should have the capability to capture the Budget Estimation copy received from CPWD (Central Public Works Department)
840	System should be capable of capturing the rates on the basis of DSR (Delhi Schedule of rates), NSR (Non-scheduled Rates) and Market Rate Analysis.
841	System should have the capability to receive the drawings from the architecture Department, record measurements accordingly
842	System should have the capability to capture the estimation of the materials required on the basis of measurements recorded after obtaining drawings from the Architecture Division
843	System should have the capability to allow for preparation of the preliminary budget estimates for construction work depending on the layout/area of construction and as per the unit rate fixed for the same
844	System should the capability to send the preliminary estimate for Financial concurrence to the Finance Department
845	System should have the capability to provide the details of all the materials on the basis of code numbers allotted to the different materials
846	The system should have the capability to link the Regional offices with the corporate office as the regional offices would require approval from the corporate office for works of value above a certain amount.
847	System should also be capable of preparing the budget estimates fair-wise
848	System should have a provision for entering cost index while preparing the budget estimates
849	System should have the capability to capture the tender details of the tender floated for every work
850	System should provide a comparative statement of all the bidders once the bids are received from the bidders
851	System should be capable of capturing details such as of EMD, Performance Guarantee etc. of the successful bidder
852	System should have the capability for substituting the items for a particular work depending on the availability of the new item in the

	market and requirement also
853	System should be capable of generating the work order for the works
854	System should provide a Performa for payment of services such as water ,electricity etc.
855	System should be capable of capturing the history of the payments made for various services
856	System should have the capability to capture the details of the material used at site.
857	System should have the capability to track the progress of the work, capture achieved milestone details and the payments made against those milestones.
858	System should have the capability to forward the bills (on the basis of actual work done:-phase -wise) to finance division for payment
859	System should have the capability to receive the Service notes from the Marketing division (For construction works- Third Party Fairs) and send the compliance report back to the Marketing division.
860	System should be capable of keeping a record of the materials procured and stored in the ITPO Store Department
861	System should be able to send requisition to the stores department for issue of the materials for use by the user department
862	System should be able to keep a track of the "Cash Purchases" when the material value is less than a certain amount. The cash is taken as advance and the purchase value is settled against that.
863	System should be capable to tally the physical inventory of the stores with the inventory maintained by the engineering Department.
864	System should have a alert mechanism for stock variance(If any) for the purpose of accounting treatment
865	System should have the capability to provide details of item wise analysis of rates of DSR items and guidelines for non DSR items with up-to-date correction slips.
A2(50)	**Engineering (Electrical)**
866	System should have the capability to receive service notes from the executive divisions.
867	System should have the capability to capture details of the electrical requirements of the parties.
868	System should have the capability to capture details of the advance taken from the parties based on the load requirements and connection charges.

869	System should have the capability to generate connection letter issued to the parties after deposition of advance with the Cash & Banking Section.		
870	System should have the capability to maintain details of the readings of restaurants, kiosks points, State Pavilions, Food Court etc.		
871	System should have the capability to send the meter reading details to the concerned divisions such as F&B, estate management etc. for the purpose of invoice generation.		
872	System should have the capability to keep details of the electrical complaints received from the executive divisions.		
873	System should have the capability to support preparation of estimates for procurement based on guidelines provided by Director General of Supply and Disposal.		
874	System should have the capability to keep record of the tenders floated for various procurements and works.		
875	System should have the capability to generate comparative statement of the quotations/tenders received for a particular work.		
876	System should have the capability to generate purchase order/performance guarantee letter/ award letter to be issued to the successful bidder in any tender/quotation.		
877	System should have the capability to keep details of the stock received by the electrical department.		
878	System should have the capability to send the details to the bill checking section for payment of bills.		
879	System should have the capability to keep a log of the daily maintenance work and generate repots accordingly.		
880	System should have the provision of reconciliation of bill payments.		
881	System should have the provision to prepare the estimate on DSR/NSR and market base.		
882	System should have the provision to prepare analysis of rates on the CPWD specification.		
883	System should have the provision of auctioning of Asset items.		
884	System should have the provision of capturing data of CPWD works estimates, as well as estimated cost, A/A & E/S of the estimate, fund release expenditure incurred, details of service tax etc.		
885	System should have the capability to prepare additional items statement, substitute items statement, deviation statement and capability of deduction of security amount, TDS, WCT & service tax at the time of preparation of bill statement.		

A2(51)	Business Development division (BDD)		
886	System should be able to record all the applications along with complete details received in Marketing Division for booking of space in Pragati Maidan.		
887	System should be able to generate and regularly update the Booking Chart based on availability of halls post recording of each application in the system.		
888	System should be capable to indicate the status of each application i.e. name of the event, organisers details, date of receipt of application, size of the event, dates of event, dates of tenancy, whether repeat or new, product profile, whether approved or not, date of approval, payment status, comparison with previous edition of the event in terms of number of halls, size, revenue, dates etc.		
889	System should have capability to integrate the details regarding size of all halls, applicable rentals of halls based on different slabs and rentals for different services and facilities based on applications received or events held.		
890	System should have the capability to prepare a 'Calendar of approved Third party events' on FY basis		
891	System should be capable to generate a statement of all applications received but yet to be approved.		
892	System should have the capability to prepare a statement on total sq mtr days sold on monthly basis and yearly basis.		
893	Based on number of applications received and events held, system should have the capability to prepare a statement of revenue generated/to be generated by Marketing Department on monthly basis and yearly basis.		
894	System should have the capability to create and periodically update database of all organisers holding events in Pragati Maidan.		
895	System should have the capability to create and periodically update database of exhibitions in Pragati Maidan based on product profile in a FY.		
896	System should have the capability to create and periodically update database of exhibitions in Pragati Maidan based on Name of the organisers in a FY.		
897	System should have the capability to vet the application as per guidelines i.e. similar product profile and time gap between two events of similar		

	product profile.		
898	System should have the capability to prepare BDRC Agenda as per details received in the application.		
899	System should be able to record details of events approved in each BDRC meeting and generate reports thereto.		
900	System should be capable to generate allotment letters for approved events.		
901	System should be able to remind Project Officer about of the pending activities and deadlines regarding execution of each event such as payment schedule, penalty on account of delay in payment, receipt of License Agreement, receipt of NOCs linked with fair officer for accessing and execution of the event.		
902	System should be able to generate tentative statement/provisional invoice of the event based on size of the event, halls, dates of tenancy.		
903	System should be able to capture details of feedback received from organisers post conclusion of the event.		
904	System should be integrated with Finance Department to view payments received from Organizers.		
905	System should be able to generate a detailed Service Note and automatically sending it to all Service providing Divisions through the System.		
906	System should be integrated with all Service Divisions to ensure receipt of E-Service Reports from all Divisions/Units.		
A2(52)	TIR&P - Library		
907	System should have the capability to link budget with purchase		
908	System should have the capability to allow executive divisions to send requests for publications to TID		
909	System should have the capability to support workflow mechanism for supporting approvals		
910	System should have the capability to make proper indexing of the books or periodicals received or a readymade software be procured for the purpose		
911	System should have the capability to provide alerts when budget variance reaches/crosses predetermined level		

912	System should have the capability to store book records category wise		
913	System should have the capability to keep track of books issued and received back from employees. Possibility of linking with Employee No. to facilitate issue of 'No Dues' on superannuation		
914	System should have user friendly search function		
915	System should have the facility to access the books based on subject, ID code, Author, etc. (classification)		
A2(53)	**TIR&P – Membership**		
916	System should put on hold the membership request if the approval is not granted and generate a notification to the party to contact the authorities for further clarifications		
917	System should provide tracking facilities for membership subscriptions		
918	System should have the capability to capture all the party details		
919	Based on the input given above, system should forward the request for approval or eligibility check to the concerned official		
920	System should have the capability to support workflow mechanism		
921	System should have the ability to record payments made by the members		
922	System should send alerts/notifications to the members when the membership is nearing exhaustion		
923	System should allow only registered users to access portal		
924	System should display only those events which are relevant to the membership category registered by party		
925	System should have the provision to calculate the duration of membership		
926	System should have the provision to accept online payments and process through payment gateway		
927	System should have the provision to send membership confirmation notification to party		
928	System should have separate field for capturing instrument number and date		
929	System should have the ability to provide list of membership by product/ region/ de-enrolled/ re-enrolled and renewed members.		

930	System should be able to have the provision of inputting of members by Regional offices, however, the membership would be in continuity.		
A2(54)	**Vigilance**		
931	System should have the capability to process disciplinary cases (Vigilance/Non-Vigilance/CBI/Police) as per the institutions laid down guidelines and its tracking through extensive workflows at each stage e.g. - Name of Employee - Designation - Employee no. - Date of Appointment - Date of Charge sheet - Details of charges - Name of Inquiry Officer - Presenting Officer - Date of submission of inquiry report - Date of first stage advice from CVC, if any - Date of second stage advice from CVC, if any - Award of penalty order date and description - Appeal and Review Appeals with decisions of competent authority		
932	System should have the capability to restrict the access to information to authorized officials.		
933	System should have the capability to categorise a case as pending, contemplated, cleared cases for use by other modules e.g. promotion etc.		
934	System should have the capability to maintain record of employees with doubtful integrity (agreed list), publish its list and restrict its access to only authorized officials		
935	System should have a provision to give Attachment facility.		
936	At the regional level system should have a capability of centralized system.		
937	System should have the capability to enable/provide the information of Annual Property Return filled up or not by employee.		
A2(55)	**Stores**		
938	System should have the capability to update inventory automatically		

	during receipts of stock		
939	System should have the capability to generate internal Lot Number for each receipt of material against supplier batch number		
940	System should have the ability to maintain store details such as stores, sub stores, etc.		
941	System should have the ability to have the storage hierarchy such as location – bin – racks – zones mapped		
942	System should record the following details for each issue ▪ Store ▪ Item ▪ Lot number ▪ Quantity ▪ Employee code		
943	System should provide for user-definable coding scheme for any master data		
944	System should provide flexibility for both numeric and alpha-numeric coding structures		
945	System should keep track of all changes to any Master data		
946	System should have the ability to capture purchase price of material directly from the purchase order of the material along with overheads.		
947	System should have the possibility to link payments of service tax, transportation, C&F charges with GRN		
948	System should have the capability to define material stock valuation methodologies based on ▪ FIFO ▪ LIFO ▪ Weighted average		
949	System should have the capability to maintain history of material valuation for user-defined periods		
950	System should have the possibility to identify and maintain assets in the inventory system		
951	System should provide the flexibility to use item master to provide wide range of associated information for analysis		
952	System should have the flexibility to add additional descriptions to item details		
953	System should have the capability to record employee details against an item issued for selective processing		

954	System should have the capability to define units of measures, their descriptions and conversion calculations		
955	System should have the capability to maintain a loan register for issue and receipt of material to an employee		
956	System should have the capability to provide inventory inquiry to examine actual and projected movements		
957	System should have the capability to perform full/random inventory counting		
958	System should have the facility to print sequentially numbered tickets to assist counting control		
959	System should have the capability to handle issue and receipt of same part. E.g. panels issued to Engineering for fair related fabrication would be issued and subsequently taken back		
960	System should have the capability to handle issue and receipt of stock by executive division to an external party for outside processing like painting, etc if any.		
961	System should have the capability to support different planning features like min-max panning, re order planning, etc		

962	System should have the capability to issue goods with reference to the following documents and posting of material consumption costs against the same
	
	    ▪ Work order
	    ▪ Cost centre		

963	System should have the capability to track items through serial numbers from the time they are received into stores and issued to employees		
964	System should have the capability to provide on hand availability of materials		
965	System should have the capability to integrate inventory with purchasing and general ledger modules		
966	System should have the capability to track stock status details stores wise, daily opening stock, daily closing stock		
967	System should have the capability to provide stocking norms in days/quantity/value: location wise, minimum/maximum/reorder stock levels and lead time for procurement		
968	System should have the capability to check department demands based on the authorization and scales		
969	System should have the capability to identify and create a separate storage area within a given location for unserviceable items		

970	System should have the capability to facilitate categorization of the received items as perishable or non perishable.		

971	System should have the capability to capture the condition of all major assemblies as well as the following major details for an unfit vehicle such as
	
	   ▪ Make and type
	   ▪ Vehicle Registration number
	   ▪ Chassis number
	   ▪ Engine number, etc		

972	System should have the capability to group the received stock in different pre defined generic heads such as batteries, tyres, steel scrap, etc		
973	System should have the capability to receive scrap stock in the form of metal scrap for example - aluminum scrap or iron scrap		
974	System should have the capability to enable preparation of lots of the received unserviceable stock based on their material type, price etc		

975	System should have the capability to classify the items being received in various pre defined categories
	
	   ▪ Unserviceable items
	   ▪ Meager value surplus items
	   ▪ Surplus non moving inventory		

976	System should have the provision to capture indirect or contract labor information for the various tasks like labor tasks such as cleaning, sweeping etc.		
977	System should have the ability to continue with warehouse activities while inventory audit count is in process in case of operational requirements /emergencies		
978	System should enable advance planning of inbound receipts / outbound issues of stores linking demanding units , timelines, vehicles, storage locations etc and activate these issue plans as per operational requirements		
979	System should have the provision to capture indirect or contract labour information for the various tasks like labour tasks such as cleaning, sweeping etc.		
980	System should have the capability to track stock issue from stores for internal consumption		
981	System should have the capability to track stock issued by division to external party for outside processing and vice versa		

982	System should have a provision for decentralized Procurement. It should be started with indenting system		
983	System should have the capability to link with Store Division for stock entry in the store register		
984	System should have a provision that Data base of store is used for statutory auditors		
985	System should associate with the Finance Division for fixed assets valuation and depreciation		
986	System should have possibility for maintaining Vendor list. It will be item list, category wise such as Stationery, Furniture, Office Equipment and Livery items.		
987	System should have capability/provision for total requirement of stores Division		
988	System should have the capability for purchases that should be done by tendering system		
989	System should have a provision for general consumable items assessment that should be done on the basis of last years' usage		
990	System should have the possibility to identify the Stores divided into : (1) General Stationery Store (2) Furniture Store (3) Exhibition Stores (4) Engineering Store (5) IT store (6) Diwali gift Store - Store - Category – item – sub items (classification upto 2 levels)		
991	System should have the possibility to identify and maintain assets in the inventory system.		
992	System should have the ability to link each item with the vendor and bill number		
993	System should have the possibility to provide the details of auction of dead items, by concerned as well as stores division to stores		
994	System should make a provision for insurance of store items. Presently there is a provision of insurance for vehicle only		
995	System should have capability for maintaining Loan Register.		
996	System should have a provision for purchase and issue of the items including consumables. The consumables should not be included in the loan list. While issuing the items, there should be specific column where storekeeper can mark the items issued on loan. Only those items should be included in the loan list.		

997	System should have possibility for issue and return of material to an employee on loan basis. Presently the loan list is common for all the stores, it does not clearly identify. The loan list should be store wise i.e. exhibition stationery, ware house, CP stores livery store etc.		
998	System should have the capability to maintain record of Exhibition Store for issued and disposed items.		
999	System should have the capability to maintain record for Exhibition store that keeps two types of items – one to be returned after exhibition and other to be given as gift.		
1000	System should have ability for Liveries are to be linked with HR to identify the persons and items for distribution.		
1001	System should have the capability to maintain records for distribution of uniform to group C&D employees linked with employee number and division		
1002	System should have the capability to maintain records under Diwali gift Store for distribution of Diwali gifts linked with employee number and division.		
1003	System should have ability to integrate with finance for payment i.e. bill checking section, banking division for payment details to be given to Store division		
1004	Stores division distributed the publicity material after receiving the requisition from Printing Division. System should have possibility to maintain the records for distributed items.		
1005	System should have the capability to capture the records of stock entry and distribution.		
1006	System should have the capability to capture the records of retirement of Assets.		
1007	System should have the ability to identify the assets with coding system which were purchased by store division.		
1008	System should have the capability to link with Revenue Section for Scrap value.		
1009	System should have the capability to identify the owner of the item purchased.		
1010	System should have ability to prepare report /record for every store i.e. (a) General Stationery Store (b) Furniture Store (c) Exhibition Stores (4) Engineering Store (5) IT store (6) Diwali gift Store like Store - Category –		

	item – sub items (classification upto 2 levels)		
A2(56)	**Assets Master for Stores Division**		
1011	System should have the capability to allow classification of assets into groups to facilitate grouping of similar assets		
1012	System should have the capability to maintain assets details owned by ITPO		
1013	System should have the capability to support multiple currencies		
1014	System should have the capability to maintain multiple Asset Book for Accounting & for Taxation		
1015	System should have the capability to maintain classification of assets as parent and child relationship if required		
1016	System should have the capability to allow creating assets with all requisite information such as: ▪ Asset code ▪ Description of asset ▪ Date of capitalization ▪ Cost of acquisition ▪ Vendor details ▪ Quantity of assets ▪ Location of asset, cost centre ▪ Depreciation related details such as method, rate ▪ Movable/ immovable ▪ Asset insurance details ▪ "Useful Life" of asset ▪ Vendor Detail should include Invoice no. and Invoice date ▪ PO reference no.		
1017	System should have the capability to define manual unique alpha-numeric asset code or as per policy of ITPO		
1018	System should have the capability to capture changes in any master details as per maker-checker concept		
1019	System should have the capability to maintain records of land holdings		
1020	System should have the flexibility to create equipment details out of asset records to track and control maintenance jobs on the assets		
1021	System should have the capability to allow automatic posting of data from Fixed Assets sub-ledger to General ledger, as defined by user		

1022	System should have the capability to maintain a detailed inventory (Dead stock register) of Fixed Assets for ex location, quantity, type, cost, date of put to use, etc.		
1023	System should have the capability to capture Income Tax requirements (Computation), and Policy for depreciation		
1024	System should have the capability to add to 'Fixed Asset Inventory' when procurement is processed		
1025	System should have the capability to allow consolidation & compilation of region-wise data		
1026	System should have the capability to facilitate process 'up gradation' of assets through revaluation (if up gradation expenses are capitalized)		
1027	System should have the capability to allows adjustment in capitalization due to exchange fluctuation		
1028	System should have the capability to maintain regional offices asset		
1029	System should have the capability to allow bunching of assets (e.g.. One PC comprises a CPU unit, a keyboard, a monitor and a mouse)		
1030	System should have the capability to calculate annual lease rental / ground rent for leased land / buildings /apartments (whether taken or given on lease)		
1031	System should have the capability to maintain record of all annual maintenance contracts (AMCs) against each asset / group of assets, if any		
1032	System should have the capability to record relevant details pertaining to AMCs including at least the following: ▪ Asset covered ▪ Frequency of 'maintenance' visits ▪ AMC fees ▪ Dates AMCs fees payable		
1033	System should have the capability to generate reminders for renewal of AMC (with appropriate lead time), if any		
1034	System should have the capability to restrict raising of PO if budget exhausted		
1035	System should have the capability to capture at least the following information regarding assets ▪ Date of acquisition ▪ Cost of Acquisition ▪ Retirement period/ Useful Life ▪ location		

	▪ AMC date		
	▪ AMC amount		
1036	System should have the capability to capture necessary information for software/license purchased		
1037	System should have the capability to capture fair market value for insurance details and purpose.		
1038	System should have the capability to keep track of history of asset transfers		
1039	System should have the capability to generate lists to support physical verification of assets		
1040	System should have the capability to track movement of asset from one location to another		
1041	System should have the capability to provide a disposal method as per pre-defined guidelines / business rules comprising following criteria ▪ Asset category ▪ Asset Type ▪ Fair Market Value ▪ Age of Asset ▪ Residual useful life of asset etc		
1042	System should have the capability to maintain record of all insurance policies against each asset / asset group, if any		
1043	System should have the capability to calculate depreciation on each asset using depreciation rates as defined by Income tax department/ Accounting standards		
1044	System should have the capability to maintain Fixed Asset register, Property register and Intangible Asset register.		
1045	System should have the capability to generate report: ▪ Asset register report ▪ Asset tag listing ▪ Asset transfer report ▪ Asset retirement report ▪ Asset addition report ▪ Depreciation report ▪ User-defined reports		
A2(57)	**System reliability**		
1046	System should have the capability to up-grade without any performance impact or with minimum downtime of the production environment.		

1047	System should have the capability to maintain data integrity in case of failure of a single component or application.		
1048	System should have the capability of Automatic rerouting and reconnection of client applications in case of failure of the server		
1049	System should have the capability to generate error messages for every error condition that can occur within the system		
1050	System should have the capability to support operations on a large network infrastructure that include multiple locations and a variety of network.		
1051	Applications shall be capable of running on a single server or on multiple servers.		
1052	System should have the capability to add additional servers/databases with the growth in number of users without any loss of performance and functionality.		
1053	Software Applications should be multi-threaded and multi-processing.		
1054	Requisite load balancing mechanism should be available to allow balancing of load for avoiding congestion and bottlenecks at the front end and data base levels.		
1055	System should have the requisite provisions for maintaining the state and consistency of data in databases.		
1056	Automated Data Consistency Checks and Cleansing should be performed on a regular basis, across the system to prevent corruption and inconsistencies.		
A2(58)	**Transaction Logging & recovery**		
1057	System should provide clear audit trails of all transactions from source data entry through summarization at higher levels or integration with other application systems. Audit trail information shall include before and after images, and the date, time and identification of the person making the entry.		
1058	Audit trail should highlight the entries made by accessing the system through dial-in or through internet.		
1059	System should provide an option to enable/disable audit trail of any specified transaction with all the above details (before and after images, date, time, person – etc.).		
1060	System should provide online inquiry to both status information and detailed transactions.		
1061	System should provide transaction logs to assist in recovery of data of files.		
1062	System should provide online access to audit trail information including terminal operator ID, time, data, revised amount, and before and after update results.		
1063	System should allow validation rules to be changed easily by the user without program changes.		

1064	System should accept/reject transactions on the basis of master file values (e.g. Account Code, Project code etc.).		
1065	System should support recovery of application software in case of damage.		
A2(59)	**User Interface**		
1066	The interfaces should be user friendly and with Graphical User Interface (GUI) with web access as the system will be at ITPO, Pragati Maidan, New Delhi and the four regional offices.		
1067	System should have sufficient edit and validation checks in the system.		
1068	System should provide safeguards to prevent damage to data from operator errors, simultaneous updating, and module unavailability or system failures		
1069	System should provide consistent screen and modules.		
1070	System should provide on-line error reporting and use a menu- based system with facilities to bypass menus.		
1071	System should provide drill down facility to next level of details and so on.		
1072	Availability of system in platform in Hindi (Rajbhasha)		
1073	Facility of having reports in Bilingual format (English & Hindi option)		
1074	System should have facility for exhaustive online booking for space in fairs		
1075	The online booking facility should be integrated with payment gateway		
1076	The online booking facility should be web based for access by exhibitors/visitors globally		
1077	Facility to encapsulate procedure in the Online booking system		
1078	System to have capability for complaint lodging w.r.t. divisions		
1079	Access control on database based on user's rights		

System Requirement (SR) Matrix:

S. No.	System Requirement	Response from bidder (Yes / No)	Marks
A3(1)	**Security Features based compliance matrix**		
1	System should provide Maker Checker concept for entry of transactions with maker & checker being distinct identity & Authority levels check & entry based on transaction/voucher amounts.		
2	System should provide online password authentication at User level, Application level, Menu level, Operation level (view, add, modify, delete)		
3	The system should support facility to allow the defining of the password construct as Number of characters, Numeric, Character, Alphanumeric, Alphanumeric (length of chars/numbers to be predefined), Blank password (disallow), Case sensitive.		
4	System should support defining user activity (on transactions) access to be based on the following and not limited to input, Hold, Modify, Delete, Authorize, Reverse, view/Display, Print etc.		
5	System should support storage of password, in the database, in encrypted form.		
6	System should have the capability to lock entry screen after a user-specified number of incorrect password attempts.		
7	System should log all update transactions in a secure audit trail file. It shall provide for required changes to user passwords based on a user-specified period of time.		
8	System should report attempts of unauthorized system access or use.		
9	System should have the capability to define an access category relating to groups of users (e.g., members of a department or management class).		
10	System should provide a facility to automatically logout the user if the system is inactive for more than a specified period of time.		
11	System should support automatic logout in case of disconnection of user from the application server.		
12	System should support definition of access rights for online available reports.		
13	System should provide granular level of access control to implement segregation of duties.		
14	System should provide reports to monitor assigned user access privileges at a granular (transaction and functionality) level.		

A3(2)	**Database related compliance matrix**		
15	Database should support multiple platforms like Unix and Linux		
16	The proposed database should have the best-in-the-class Security. The Database should have comprehensive portfolio of security solutions to ensure data privacy, protect against insider threats, and enable regulatory compliance.		
17	The database should support cluster environment		
18	The database should support automatic storage management		
19	The database should provide best-in-class fault tolerance, performance and scalability with no application changes necessary		
20	Database should allow unstructured data to be stored in the database and should support the querying and compression of the unstructured data		

India Trade Promotion
Organization

Commercial & Bidding Terms

Part 'B'

1. REQUEST FOR PROPOSAL PROCESS

The bidders are expected to examine all instructions, forms, terms, project requirements and other information in this RFP (Request for Proposal) document. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its proposal.

1.1 PROJECT SITE AND LOCATION

The Project Office will be setup in ITPO, New Delhi as a dedicated facility for "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO". Project and all the projects activities like software configuration, customization, training and Conference Room Pilot will be carried out in New Delhi. Bidder should confirm that all its team members and required infrastructure are made available at the Project site office in ITPO, New Delhi during the implementation.

1.2 PROPOSAL PROCESS MANAGEMENT

a. ITPO may terminate the RFP process at any time and without assigning any reason. ITPO makes no commitments, express or implied, that this process will result in a business transaction with anyone.

b. This RFP does not constitute an offer by ITPO. The bidder's participation in this process may result in ITPO selecting the bidder to engage in further discussions towards execution of a contract.

1.3 KEY ACTIVITIES AND DATES

The Schedule of Key Activities for the purpose of this RFP and bid process is planned as below; this is subject to change at the sole discretion of ITPO:

Activity	Date and Time
Date of Publication	2nd December, 2013
Last date for submission of written queries for clarifications on tender document	12th December, 2013 upto 1500 hours
Pre-bid meeting	18th December, 2013 at 1130 hours
Last date for submission of bids	3rd January, 2014 upto 1500 hours
Pre qualification bid opening	3rd January, 2014 at 1530 hours
Technical bid opening	To be communicated later by the ITPO to eligible bidders
Commercial bid opening	To be communicated later by the ITPO to eligible bidders

*All dates will be adjusted as per ITPO's working days

1.4 PROPOSAL CONTENT/PROPOSAL FORMAT

The bidder's proposal and the proof of demonstration (PoD) are central to the evaluation and selection process. Therefore, it is important that the respondent carefully prepares the proposal and answers the questionnaires completely. The quality of the respondent's proposal will be viewed as an indicator of its capability to provide the solution and interest in the project. **It is strongly recommended that bidders do not respond in format other than that provided in this RFP.** The format for responding to the proposal is presented in the various Annexure.

1.5   BIDDER ENQUIRIES AND ITPO RESPONSES

All enquiries / clarifications / questions from the bidders, related to this RFP must be consolidated and directed in writing (in the format specified at **Annexure B1** of part B of this RFP) exclusively to the contact person notified by ITPO. The acceptable mode of delivering written questions to the aforementioned contact person and address would be through email/ written communication only.

After issuance   of the RFP, the contact person notified by ITPO will begin accepting consolidated written questions from the bidders. ITPO will endeavor to provide a full, complete, accurate, and timely response to all questions. However, ITPO makes no representation or warranty as to the completeness or accuracy of any response, nor does ITPO undertake to answer all the queries that have been posed by the bidders. No request for clarification from any bidder shall be entertained after pre-bid meeting.

1.6   SUPPLEMENTARY INFORMATION TO THE REQUEST FOR PROPOSALS

If ITPO deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such supplement shall be deemed to be incorporated by this reference into this RFP.

1.7   PROPOSAL PREPARATION COSTS

The bidder is responsible for all costs incurred in connection with participation in this bid process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/presentations, proof of demonstration, preparation of proposal, in providing any additional information required by ITPO to facilitate the evaluation process, and in negotiating bidding or contract terms or all such activities related to the bid process. This RFP does not commit ITPO to award a contract. Further, no reimbursable cost may be incurred in anticipation of award.

1.8 COST OF TENDER AND BID EMD AMOUNT

a.   Bidders shall submit, along with their Bids, tender cost of Rs. 1575/- (Rupees One Thousand Seventy Five only), in the form of a demand draft, drawn on scheduled commercial bank, in favour of 'India Trade Promotion Organisation', payable at New Delhi, which would be non-refundable. Tender cost in any other form will not be entertained.

b.   Bidders shall submit, along with their Bids, an EMD of Rs. 10,00,000 (Rupees Ten Lakh only), in the form of a demand draft, drawn on scheduled commercial bank, in favour of 'India Trade Promotion Organisation', payable at New Delhi. Bid EMD in any other form will not be entertained.

c.   The bid EMD of all unsuccessful bidders would be returned by ITPO to bidder on being notified by ITPO as being unsuccessful. The bid EMD of successful bidder would be returned upon submission of the requisite Performance Bank Guarantee (PBG) in prescribed format (see **Annexure B12**).

d.   Bids submitted without the prescribed bid EMD will be liable for rejection without providing any opportunity to the bidder concerned.

1.9   VENUE & DEADLINE FOR SUBMISSION OF PROPOSALS

a.   Proposals must be received by ITPO at the address specified below:

Sr. Manager (System Development & Compliance Services)
India Trade Promotion Organisation

Pragati Bhawan, Pragati Maidan

New Delhi-110001

Phone: 011 – 2337 1326

Fax: 011 – 2337 1592

E-Mail: erp@itpo.gov.in

Last Date & Time of submission: Proposal must be submitted before or by 1500 Hours on the last date of submission of bids given at section 1.3 of part B.

b.   ITPO may, under exceptional circumstances and at its sole discretion, extend the deadline for submission of proposals, in which case all rights and obligations of the "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" project and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

1.10   LATE BIDS

Bids received after the last date and the specified time for any reason whatsoever, shall not be entertained.

1.11   BID OPENING

Proposals submitted by bidders shall be opened as per the schedule indicated at 1.3 of part B. Total transparency will be observed while opening of proposals. ITPO reserves the right at all times to postpone or cancel a scheduled tender opening or any other bid process. The venue for opening of proposals is indicated below; this is subject to change at the sole discretion of ITPO:

Committee Room, 1st Floor,

Pragati Bhawan, Pragati Maidan

New Delhi-110001

1.12 GENERAL GUIDELINES FOR BID OPENING

a.   Bidders are required to submit only one bid. Bidders with more than one bid would be summarily rejected. Therefore, bidders are recommended to be diligent and propose the most suitable product.

b.   The bidders are not allowed to form a consortium for bidding.

c.   Bidders will submit their proposal in three parts viz. pre-qualification, technical and commercial as indicated in the RFP. The three parts of proposals shall be opened separately in the given order as per the conditions and methodology specified in this RFP.

d.   The technical proposals of only those bidders who qualify in the evaluation of pre-qualification proposals will be opened.

e.   The commercial proposals of only those bidders who qualify in the evaluation of technical proposals will be opened.

f.   The venue, date and timing for opening the technical and commercial proposals will be informed to the bidders at the appropriate time, with adequate notice.

g.   All the proposals will be opened in presence of bidders' representatives. However, ITPO shall not take responsibility for ensuring the presence of bidders' representatives and shall go ahead with the opening at the notified date, time and venue.

1.13 PROPOSAL VALIDITY

Due to the nature of evaluation process, approval and award of contract activities that may occur, **proposals must be valid for a minimum of 240 days from the last date of submission of tender.**

1.14 RFP OWNERSHIP

The RFP and all supporting documentation/templates are the sole property of ITPO and should NOT be redistributed without prior written consent of ITPO. Violation of this will be a breach of trust and may, inter-alia cause the bidder to be irrevocably disqualified.

1.15 PROPOSAL OWNERSHIP

The proposal and all supporting documentation submitted by the respondent shall become the property of ITPO unless it is specifically requested, in writing, that the proposal and documentation be returned or destroyed.

1.16 RIGHT TO TERMINATE THE PROCESS

a) ITPO reserves the right to accept or reject any proposal, and to annul the bidding process and reject of proposals at any time prior to award of agreement, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for action taken by ITPO.

b) ITPO makes no commitments, express or implied that this process will result in a business transaction with anyone.

c) This RFP does not constitute an offer by ITPO. The bidder's participation in this process may result in ITPO selecting the bidder to engage in further discussions and negotiations towards execution of an agreement. The commencement of such negotiations does not, however, signify a commitment by ITPO to execute an agreement or to continue negotiations. ITPO may terminate negotiations at any time without assigning any reason.

2. IMPLEMENTATION MODEL

2.1 PROJECT IMPLEMENTATION SCOPE FOR BIDDER

Bidder shall be responsible for performing all activities listed under various sections of the RFP as per requirements and terms detailed throughout the RFP.

2.2 PROJECT IMPLEMENTATION MODEL

The "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" project shall be designed, built and operated on a model wherein the project's design, development and operation & maintenance shall be outsourced to a private agency to be known as Bidder/Vendor/ Implementation agency and selected through a competitive bidding process. This model is adopted to facilitate utilization of private resources and expertise for implementation and operation & maintenance and at the same time to retain ITPO's control over the system design (through conformance to RFP requirements), development (through conformance to standards) and operation & maintenance (through conformance to SLA as defined in part C of the said RFP as at annexure C1). The basic premise of this model is to leverage private resources in undertaking all various tasks related to and to ensure strategic control of ITPO over the project and its resources.

2.3 TERMS OF PAYMENT

a. The payment terms for the Bidder as part of the model will be as follows:

   i. The entire cost of implementation, certification, and services for making the project "Go-Live" would be borne by the Bidder. The Bidder would also factor in the ongoing operations and maintenance charges (spread over Sixty (60) months from date of completion of stabilization period) in the commercial quote quoted by the Bidder as part of his proposal.

   ii. Cost of third party quality audits, if required, shall be borne by ITPO

   iii. For the implementation phase, ITPO would make the payments as per the milestones defined below. The payment would be released on certification of work by "ITPO's Steering committee".

Milestone	Payment as percentage of "Phase-I - ERP Implementation Cost" as per Annexure B9 of Part B of this RFP
Sign off on System Requirement Study (SRS)	10% (Ten Percent)
Successful completion of UAT & Training at HQ	5% (Five Percent)
Successful Go-Live at HQ	45% (Forty Five Percent)
Successful Go-Live at Regional Office (RO)	30% (Thirty Percent)
Satisfactory Operations for One (2) year after Go- Live at HQ	10% (Ten Percent)

   iv. For the phase-II post implementation services, ITPO shall make half-yearly payments to the Bidder based upon value in the bid amount for the Operation & Maintenance period & adherence to SLA agreement between ITPO and Bidder.

b. In the event of premature termination of the Agreement prior to the launch of Project, the Bidder shall not be eligible to receive any further compensation or payment from the date of termination.

c. In the event of the premature termination of the Agreement post-commencement of the operations, the Bidder would be eligible to be paid for the cost of the components installed by the Bidder and which might be taken over by ITPO, pursuant to the provisions of the Agreement, calculating the cost of the Assets at the discounted book value.

2.4 FUTURE ARRANGEMENT

At the end of Sixty (60) months of Operation & Maintenance Phase, executed by the Bidder/vendor, from date of completion of stabilization period, ITPO will find and appoint a replacement vendor for the future. Prior to selection of the replacement vendor, ITPO would carry out a replacement requirement assessment. The replacement requirement assessment will enable ITPO to identify modification needed in assets, SLA, roles and responsibilities of bidder, and other aspects of operational and financial arrangement in the "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" project eco-system.

ITPO, if it desires so, may continue with the outgoing Bidder/vendor on mutually agreed terms and conditions for the extended term.

2.5 EXIT MANAGEMENT

Detailed provisions shall be made in the contract agreement to manage the exit of the Bidder/Vendor from the project on maturity of the contract or due to premature termination of contract.

3. PROPOSAL INSTRUCTIONS AND CONDITIONS

Proposals must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. ITPO will evaluate bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP.

3.1   RFP FORMAT

a. This RFP provides information regarding the application and other IT infrastructure related information, scope of work for the selected bidder, functional requirements for the services included in the scope of this RFP.

b. This RFP also includes specific information about bidder's proposed solution, technical qualifications and capabilities, development, implementation, operations and management approaches and strategy, to facilitate ITPO in determining bidder's suitability as the Implementation Agency for the requirements outlined in this RFP. The bidder is expected to respond to the requirements as completely and in as much detail as possible, and focus on demonstrating bidder's suitability to become the Implementation Agency for the requirements outlined in this RFP.

c. As should be clear from the statement of the vision and scope of this project, ITPO seeks a specific proposal responsive to this RFP in every respect and detail, rather than a mere compilation of materials and promotional information used in other transactions. ITPO will be appreciative of the quality and responsiveness of the proposal.

d.   The bidder must submit, as separate documents in separate covers, "Pre-qualification Proposal", "Technical Proposal" and "Commercial Proposal", as described in these sections. **Failure to submit separate pre-qualification, technical and commercial proposals may result in disqualification of the bid.**

3.2   DOCUMENTS COMPRISING THE BIDDERS' PROPOSAL

Proposal submitted by the bidder shall comprise the following:

a. Proposal covering letter (in the format set forth in **Annexure B2** of part B) on the bidder organization's letter head.
b. Bid EMD as specified in section 1.8 of part B.
c. Pre-qualification proposal as specified in section 3.3 of part B.
d. Technical proposal as specified in section 3.4 of part B.
e. Commercial proposal as specified in section 3.5 of part B.
f. Any other information that is required to be submitted in the proposal process
    Bidder shall submit with its Pre-qualification Proposal, inter alia, the following:

a. A board resolution authorizing the Bidder to sign/ execute the proposal as a binding document and also execute all relevant agreements forming part of RFP/ bid process.

b. Bidders shall furnish the required information on their technical and commercial strengths in the enclosed formats only. Any deviations in format may make the bid liable for rejection. The bid shall be submitted with the covering letter as specified and enclosed in the main envelope, which will contain the Bid EMD, Prequalification proposal, Technical proposal and Commercial proposal Envelopes. Bids not submitted with the covering letter shall be liable for rejection.

3.3 PREQUALIFICATION PROPOSAL

- A printed covering letter, set forth in **Annexure B2**, on the bidding organization's letterhead with all required information and authorized representative's initials shall be submitted along with the proposal. Do not otherwise edit the content of the proposal cover letter.
- Prequalification proposal will be used for assessing the bidders on the basis of prequalification criteria laid down in this RFP. Therefore the bidders are required to submit this proposal in specified format furnishing all the required information and supporting documents.
- A bid may be rejected at prequalification stage itself and not considered for technical proposal evaluation if it fails to satisfy the prequalification criteria specified in this RFP.
- Following prequalification criteria shall be applied to assess the eligibility of bids for this bidding process:

S.No.	Criteria	Detail	Supporting document(s) required
1	Registered Legal Entity	Bidder should be registered in India under the Companies Act (1956), with registered office in India in existence for at least seven(7) years as on 31.08.2013	Copy of Certificate of Incorporation issued by Registrar of Companies and Memorandum of Association.
2	Financial Stability	(a) Bidder should have an average annual turnover equal to or more than INR Twenty Five (25) crores in the last three financial years (2012-13, 2011-12 and 2010-11), out of which INR Five (5) crores should be exclusively from business related to software development and maintenance services	(i) Audited profit & loss account and balance sheet for financial years (2012-13, 2011-12, 2010-11) (ii) Certificate from Chartered accountant (CA) for Annual Turnover
		(b) Bidder should be profitable for the last three financial years (2012-13, 2011-12, 2010-11)	Certificate from Chartered accountant (CA) declaring profitability for financial years (2012-13, 2011-12, 2010-11)
		'(c) The Bidder should have a positive net worth for the last three financial years ending 31st March 2013.	Certificate from Chartered accountant (CA) declaring positive net worth for last three financial years (2012-13, 2011-12, 2010-11)
3	Project Experience	(a) Bidder should have successfully completed ERP implementation in India for at least three (3) organizations **during last seven (7) years** with implementation value of each project being greater than INR Three (3) crore and should have at least implemented the following modules: - Finance & Accounts - HRMS/ Payroll The projects should be completed as on date of submission of tender response	Documentary evidence, along with client contact details, in the form of Work order/Purchase order and Completion certificate from client for each project. Please also furnish details of the client in order to verify the same.

		(b) Out of three organizations, bidder should have successfully completed ERP implementation in at least one Central /State Government/ Central Public Sector Enterprises (CPSE) entities in India of value greater than INR 3 crore.	
4	Certification	Bidder should have CMMI level 5 certification on the date of opening of the bid.	Copy of the valid & active certificate(s) signed and stamped by the authorized signatory of the Bidder
5	Customer Support	The bidder should have an office in Delhi/NCR region in operation for last 2 years	Documentary Proof by the authorized signatory of the Bidder
6	Product Authenticity & Support	The bidder should submit the following: ➢ Authorization from OEM ➢ Confirmation from OEM that the products quoted are not end of life products ➢ Undertaking from OEM that the support including updates, upgrade, patches for the quoted products shall be available for 6 years after go-live.	Certification from OEM. Certification from OEM. ➢ Authorization letter from OEM ➢ Letter from OEM ➢ Undertaking from OEM
7	Conflict of interest	Bidder should provide an undertaking that there is no conflict of interest situation.	Declaration by authorized signatory of the Bidder
8	Blacklisting	The Bidder shall not be under a declaration of ineligibility/fraud/banned/blacklisted by any state or central government/ any other Government institutions in India for any reason as on last date of submission of the Bid.	Declaration by authorized signatory of the Bidder
9.	Integrity	The Bidder shall provide an undertaking regarding "If the bidder tries to influence the officials of ITPO through unfair means, action for disqualification from tender process and banning from business will be resorted to by the ITPO's management.	Declaration by authorized signatory of the Bidder
10.	Functional Consultants	Sixty (60) number of regular ERP functional consultants manpower as on 31.12.2012 on the rolls of the company.	Self-certification by CEO/Head of the company to be provided
11.	Solvency	The bidder is required to provide information regarding change of ownership or/and insolvency during the process of tender submission to its finalization.	The bidder should submit a declaration / self-attested affidavit in this regard

3.4 TECHNICAL PROPOSAL

a. A printed covering letter, set forth in **Annexure B4**, on the bidding organization's letterhead with all required information and authorized representative's initials shall be submitted along with the proposal. Do not otherwise edit the content of the proposal cover letter.

b. The technical proposal should contain a detailed description of how the bidder will provide the required services outlined in this RFP. The bidder is expected to propose one integrated product suite and other relevant applications, if required. It should clearly articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP.

c. **The technical proposal must not contain any pricing information.**

d. In submitting additional information, please mark it as supplemental to the required response. If the bidder wishes to propose additional services (or enhanced levels of services) beyond the scope of this RFP, the proposal must include a description of such services as a separate attachment to the proposal.

e. Details on the format of the Technical Proposal are provided in **Annexure B5**.

f. The deliverables as given in the technical proposal should be in consonance with the commercial proposal. Any deviations between technical and commercial proposals in this respect shall make the proposal as being unresponsive and may lead to disqualification of the proposal. ITPO reserves the right to take appropriate action in this regard.

g. ITPO is also open to any suggestions that the bidder, as a result of its expertise or experience from similar assignments, may want to provide with respect to the approach adopted for the assignment. However, such suggestions would in no manner be binding on ITPO and bidder should not assume any change in the bid process terms as a result of having given such suggestion.

h. Manpower deployment plan and resources to be dedicated to the project. Methodology for manpower deployment must be provided by the bidder as per **Annexure B6**. Bidder must provide resumes of the proposed team in the specified format (as per **Annexure B6**)

i. Certification from OEMs: Bidder shall submit statement from OEMs whose products have been proposed in the "Procurement, Customization, Implementation And Maintenance of ERP Application At ITPO" project certifying that the solution and sizing of infrastructure proposed by the bidder is relevant and correct with respect to their product. OEM certification must be provided by the bidder as per the format enclosed at **Annexure B7** on the letter head of the OEM.

j. Subcontracting / Outsourcing

   (i) Subcontracting /outsourcing in any form is not permitted except in the following conditions.
      ✓ Digitization of Records / information where the manual records are required to be converted into Digital data.
      ✓ As permitted under the contract in the form of 3rd party audits, if required.

   (ii) The contract shall be terminated if the bidder is found to be deploying any subcontractor or outsourcing any of the processes other than the once specified above and ITPO shall act as per clause 5.1 of part C of this RFP.

   (iii) For each proposed subcontractor, bidder shall provide the following:

      i. Brief description of nature of products/services to be provided by subcontractor;

ii. Head and branch offices (if responsible for work under this contract) (provide street and mailing addresses, phone, fax and email);

iii. Date, form and state of incorporation;

iv. Contract administrator (Name, business address, fax, phone and email address of individual responsible for administering any contract that might result from this RFP);

v. Company principals (Name, title and business address); and,

vi. Current or prior successful partnerships with proposed subcontractor including client reference (Contact Name, Phone Number, dates when services were performed).

k. Bidder Undertakings

Envelope 1 : Bid EMD	The envelope containing the Bid EMD shall be sealed and super scribed **"Bid EMD –** "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" "
Envelope 2 : Pre-qualification Proposal	The pre-qualification proposal should be submitted in prescribed format. The words "**Pre-qualification Proposal** – "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" shall be written in indelible ink on the envelope. The Hard Copy shall be signed by the authorized signatory on all the pages before being sealed. The envelope shall be super scribed "Pre-qualification Proposal – "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" on the top right hand corner and addressed to ITPO at the address specified in this RFP.
Envelope 3 : Technical Proposal	The Technical proposal should be submitted in prescribed format. The words **"Technical Proposal – "**Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" shall be written in indelible ink on the envelope. The Hard Copy shall be signed by the authorized signatory on all the pages before being put in the envelope and sealed. The envelope shall be super scribed "Technical Proposal – "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" on the top right hand corner and addressed to ITPO (as per address specified in this RFP). **This envelope should not contain the Commercial Proposal or any price related information, in either explicit or implicit form. Doing otherwise will make the bid invalid without any further consideration.**
Envelope 4: Commercial Proposal	The Commercial proposal should be submitted in prescribed format. The words **"Commercial Proposal** – "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO (NOT TO BE OPENED WITH THE TECHNICAL PROPOSAL)" shall be written in indelible ink on the envelope. The Hard Copy shall be signed by the authorized signatory on all the pages before being put in the envelope and sealed. The envelope shall be super scribed "Commercial Proposal – "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" on the top right hand corner and addressed to ITPO at the address specified in this RFP. Note: Unsigned Hard Copy of the Commercial Proposal will lead to rejection of the bid.
Envelope 5	All the above four (4) envelopes along with the proposal covering letter should be put in envelope 5 which shall be properly sealed. The outside of the envelope must clearly indicate the name of

	the project "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO"
Note:	a. The outer and inner envelopes mentioned above shall indicate the name and address of the bidder. b. Proposals shall be submitted in person or by speed post before/ by specified date/ time at the specified address. c. ITPO shall not accept proposals submitted by any other mode or in any other format than that specified in this RFP.

Bidder shall submit an undertaking for accomplishing the implementation schedules for completion of key milestones/ deliverables.

l. Total Responsibility

Bidder shall submit a statement, without any condition, undertaking total responsibility for defect-free operation of the ERP solution.

3.5 COMMERCIAL PROPOSAL

a. A printed covering letter, set forth in **Annexure B8**, on the bidding organization's letterhead with all required information and authorized representative's initials shall be submitted along with the proposal. Do not otherwise edit the content of the proposal cover letter.

b. Unless expressly indicated, bidder shall not include any technical information regarding the services in the commercial proposal. Additional information may be submitted to accompany the proposal. In submitting additional information, please mark it as supplemental to the required response. Prices shall be quoted entirely in Indian Rupees (INR) and must be arrived at after including all expenses, rates, taxes etc.

c. The commercial proposal must be submitted in the format specified in **Annexure B9**.

3.6 SIGNATURE

All proposals must be signed with the bidder's name/ stamp and by a representative of the bidder, who is authorized to commit the bidder to contractual obligations. All obligations committed to by such signatories must be fulfilled. Each page of the proposal would be signed/ initialed.

3.7 SUBMISSION OF PROPOSAL

Proposals shall be packaged and submitted in the manner prescribed below:

3.8 PERIOD OF VALIDITY OF PROPOSALS & EXTENSION OF IT, IF ANY

a. The proposals shall be valid for a period of 240 days from the last date of submission of tenders. A proposal valid for a shorter period may be rejected as unresponsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed valid until the bidder formally (in writing) withdraws his proposal.

b. In exceptional circumstances, at its discretion, ITPO may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or by email). However, the tender process shall not be vitiated if any bidder declines to extend the offer as requested for.

3.9 NON-CONFORMING PROPOSALS

Any proposal may be construed as a non-conforming proposal and ineligible for consideration if it does not comply with the requirements of this RFP. The failure to comply with the technical requirements, and acknowledgment of receipt of amendments, are common causes for holding proposals non-conforming. In addition, ITPO will look with disfavor upon proposals that appear to be "canned" presentations of promotional materials that do not follow the format requested in this RFP or do not appear to address the particular requirements of the ERP solution, and any such bidders may also be disqualified.

3.10 OVERLY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other promotional materials, beyond those sufficient to present a complete and effective proposal, will be considered undesirable and may be construed as an indication of the bidder's lack of cost consciousness. ITPO's interest is in the quality and responsiveness of the proposal.

3.11 AMENDMENT OF REQUEST FOR PROPOSAL

At any time prior to the deadline for submission of proposals, ITPO, for any reason, may modify the RFP by amendment notifying the same on ITPO's corporate website www.indiatradefair.com & NIC portal http://eprocure.gov.in and such amendment shall be binding on the bidder. The bidder should visit these websites on regular basis for such notifications. ITPO, at its discretion, may extend the deadline for the submission of proposals.

3.12 LANGUAGE OF PROPOSALS

The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documentation will become the property of the ITPO and will not be returned. The hardcopy version will be considered as the official proposal.

3.13 PRICES

a. The bidder shall quote the price as per specified format fixed for the entire project on a single responsibility basis. ITPO reserves the right to procure the components/services listed in this RFP in whole or in part. No adjustment of the contract price shall be made on account of any variations in costs of labor and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The Contract price shall be the only payment, payable by ITPO to the successful bidder for completion of the contractual obligations by the successful bidder under the Contract, subject to the terms of payment specified in the contract. The price would be inclusive of all taxes, duties, charges and levies etc., as applicable.

b. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of project. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

c. Price hold against escalation: The bidder shall offer a price hold for all IT software & services etc., against future escalations, in case ITPO were to order additional quantity. If the prevalent market price is less than the quoted price, bidder shall procure it at the lower price.

3.14   CORRECTION OF ERRORS

a.   Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted prices will be entertained after the quotations are opened. All corrections, if any, should be initialed by the person signing the proposal form before submission, failing which the figures for such items may not be considered.

b.   Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

3.15   DISQUALIFICATION

a.   The proposal is liable to be disqualified in the following cases:

   i.   Proposal is not submitted in accordance with this document.
   ii.   During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices.
   iii.   The bidder qualifies the proposal with his own conditions and/ or deviates from the terms of the RFP.
   iv.   Proposal is received in incomplete form.
   v.   Proposal is received after due date and time.
   vi.   Proposal is not accompanied by all requisite documents
   vii.   Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any.
   viii.   Commercial proposal is enclosed with the same envelope as technical proposal.
   ix.   In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately.
   x.   Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within Thirty (30) working days of the date of notice of award of contract or within such extended period, as may be specified by ITPO.
   xi.   Bidder or any of its representative tries to influence the proposal evaluation process by unlawful/ corrupt/ fraudulent means at any point of time during the bid process till the final contract has been awarded.
   xii.   Bidder or any of its representatives tries to influence the officials of ITPO through unfair means, action for disqualification from tender process and banning from business will be resorted to by the ITPO's management.

b.   Bidders may specifically note that while evaluating the proposals, if it comes to ITPO's knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of five years from participation in any of the tenders floated by ITPO.

3.16   MODIFICATION AND WITHDRAWAL OF PROPOSALS

No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form.

3.17   CONFLICT OF INTEREST

Bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the bidder, or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with ITPO. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

3.18   ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

a) By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and Annexure hereto, and has fully informed itself as to all existing conditions and limitations.

b) By submitting a proposal in response to this RFP, the bidder shall be deemed to acknowledge that he is in a complete understanding with the terms and conditions of the RFP and the procedures adopted for bidding & evaluation of the responses of the bidders.

3.19   CONDITIONS

The following terms are applicable to this RFP and the bidder's proposal -

a. This RFP does not commit ITPO to enter into a service agreement or similar undertaking with the bidder or any other organization and ITPO shall have the right to reject or accept any proposal or offer, or any part thereof (e.g., any component of any proposed solution) for any reason whatsoever. ITPO reserves the right to choose not to proceed with any bidder with respect to one or more categories of services/requirements outlined in this RFP; and can choose to suspend the project or to issue a new RFP for this project that would supersede and replace this one.

b. ITPO is not restricted in its rights to use or disclose any or all of the information contained in the proposal, and can do so without compensation to the bidder. ITPO shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

c. Any work product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of ITPO unless stated otherwise in the definitive service agreement.

d. Timing and sequence of events resulting from this RFP shall ultimately be determined by ITPO.

e. No oral conversations or agreements with any official, agent, or employee of ITPO shall affect or modify any terms of this RFP, and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of ITPO shall be superseded by the definitive service agreement that results from this RFP process. Oral communications by ITPO to bidders shall not be considered binding on ITPO, nor shall any written materials provided by any person other than ITPO.

f. By responding, the bidder shall be deemed to have represented and warranted: that its proposal is not made in connection with any competing bidder submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the bidder did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of ITPO participated directly or indirectly in the bidder's proposal preparation.

g. Neither the bidder nor any of bidder's representatives shall have any claims whatsoever against ITPO or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).

h. Until contract award, bidders shall not, directly or indirectly, solicit any employee of ITPO to leave ITPO or any other officials involved in this RFP process in order to accept employment with the bidder, its affiliates, actual or prospective contractors, or any person acting in concert with the bidder, without prior written approval of ITPO.

4. PROPOSAL EVALUATION PROCESS

The objective of the evaluation is to select the bidder providing most appropriate ERP solutions/ implementation services / post-implementation services in a cost-effective manner. In addition, the bidder must be willing to and capable of providing ongoing support that is responsive to the needs of ITPO in sustaining normal business operations.

4.1 BID OPENING SESSIONS

The bids will be opened, in three sessions, one each for Prequalification, Technical and Commercial, in the presence of bidders' representatives (only one per bidder) who choose to attend the Bid opening sessions on the specified date, time and address. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for ITPO, the Bids shall be opened at the same time and location on the next working day. During bid opening, preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid EMD has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.

4.2 COMMITTEE

Proposals will be reviewed by the Bid Evaluation Committee ("Committee") appointed by ITPO or its designated representative(s). ITPO, or such other authority designated by ITPO, as the case may be, is also referred to herein as the "Committee". The committee may be comprised of, or receive assistance from, several teams conducting parallel evaluations.

4.3 OVERALL EVALUATION PROCESS

Evaluation of the bids will be done in three stages and at the end of every stage short listed bidders whose bids qualify for the next stage will be informed of the result.

4.4 OPENING OF BID EMD

The bid EMD will be opened, by representatives of the Committee on the specified date, time and address. The Bid EMD envelope of the bidders will be opened on the same day and time, on which the Pre-qualification Bid is to be opened, and bids not accompanied with the requisite Bid EMD or whose Bid EMD is not in order shall be rejected forthwith.

4.5 OPENING AND EVALUATION OF PRE-QUALIFICATION PROPOSAL

The prequalification proposal envelopes of only those bidders, whose Bid EMD is in order, shall be opened in the same session. The bids will then be passed on to the Committee for evaluation. The Committee shall evaluate the proposals against the RFP requirements on the basis of facts and supporting documents submitted as part of the proposal. The Committee may decide to ask for more evidence from one or more bidders with respect to whose bids the Committee deems necessary to do so prior to declaring the results.

4.6   OPENING AND EVALUATION OF TECHNICAL PROPOSALS

The evaluation of the Technical bids will be carried out in the following manner:

a. The Technical Proposals of only those bidders whose Pre-qualification Proposal has qualified in the Committee's evaluation will be opened.

b. The bidders' technical solutions proposed in the bid document are evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in **Annexure B10** appended to this RFP. The Bidders are required to submit along with the proposal all required documentation in support of the evaluation criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others) as required for technical evaluation.

c. The committee may seek oral/written clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional and technical experts in the evaluation process.

d. Technical Proposal will be evaluated and assigned a technical score on a scale of 1 (minimum) to 100 (maximum) marks.

e. Only the bidders, whose proposals score a total Technical score of 70 (Seventy) or more, will qualify for the evaluation of their Commercial proposals. Also, bidder must score a minimum of 50% of the total marks under each head A, B & C as per details in Annexure B10.

4.7   EVALUATION PARAMETERS

ITPO will be evaluating the ERP solutions on following evaluation criteria (indicative & non exhaustive):

▪   Bidder's experience in handling ERP implementation projects & Bidder's experience in implementation of ERP application in Central /State Government/ Central Public Sector Enterprises (CPSE)
▪   Level of compliance to functional and security scope identified in this RFP
▪   ERP solution with respect to Proof of Demonstration

4.8   GUIDELINES AND INSTRUCTIONS FOR PROOF OF DEMONSTRATION

▪   As part of the process of selecting the most suitable Bidder for ITPO, the key requirements have been translated into demonstration scripts that will be used as the basis for scoring a bidder's ability to meet functional and technical needs of the organization.

▪   To facilitate scoring, it is important that the demonstrations follow the scripts included in this document.

▪   It is suggested that the bidder use the 'Division wise activity description' as given at Annexure A1 of part A of this RFP as a guide during the entire demonstration process. Following this activity & process description will ensure a smooth demonstration flow and provide the ITPO evaluation team with a frame of reference for the business process. As the bidders proceed through the 'activity & process description', they should demonstrate the items that are documented in the supporting detail of this document. They should use this information, and reference it, when performing the demonstration but in the context of the process flow.

▪   The bidder should make a reasonable judgment about the level of details to be included and by what process to proceed, while covering each script.

▪   The evaluation team expects that each script item is individually addressed. The bidder will try to demonstrate items in the same order as they appear in the script.

- Demonstration script marking system shall be as per format enclosed at **Annexure B11.**

- **The Proof of Demonstration (POD) to be conducted prior to opening the technical bid for bidders who qualify in pre-qualification criterion.**

Demonstration Scripts

- ITPO expects that each bidder will provide demonstration of an integrated solution. This means that if certain transactions affect information in another module or trigger another transaction elsewhere in the system, the bidder should explain the impact or effect these particular transactions have on any other component of the system being demonstrated.

- If certain requirements described in these scripts are provided by third-party software as part of the solution proposal, the bidder is expected to demonstrate the third party product and so indicate during the demonstration. The technical evaluation committee will also need to be aware of such software's version. Bidders may only demonstrate product software. Only products included in the proposal should be used in the demonstration.

- Any user defined fields; user exit code or other changes to the base product should be identified during the demonstration.

Demo Venue:

- The demonstration will likely be conducted at ITPO. The exact venue, date(s) and time(s) will be scheduled for each Bidder separately. Facilities that will be available to the Bidder include projector and screen.

4.9   DEMO SCRIPTS

4.9.1   FAIR MANAGEMENT

Demonstration Script Details – Fair Management

Business Process	Fair Management
Process	To manage fair end to end
Description/Scenario	The intent of this demonstration is to demonstrate various activities related to managing a fair:- a. Pre fair activities b. During fair activities c. Post fair activities

1. **Introduction:** - Fair Management.

    To organize and manage Fairs in India and abroad.

2. **Assumptions:**   Vendor may make and state assumptions in line with the scenario discussed here. Dummy data and standard formats can be used wherever necessary.

3. **Prior to Demonstration.** Prior to demonstration of various process scenarios, vendor should create the following (indicative):-

    - Create an event in the system
    - Define various participants (fair exhibitors) in the system
    - Define various divisions (architecture, finance, design & display etc.)

4. **Scenario:** Scenario for fair management at ITPO is as follows:

    a.   After market and research analysis fairs division decide that a particular fair (e.g. Leather goods) will be organized. Market research etc. may not be undertaken for established fairs like India International Leather Fair and India International Trade Fair.

b. Once the fair is conceptualized, rentals are budget is prepared fixed and

c. Rentals and budgets are sent for approval.

d. Following activities are carried out after approval of rentals/budgets: defining layout area, defining stall size, preparing media plan and promotional activities.

e. Fair layout is prepared and uploaded in the system

f. A project code is defined in the system and various service level, approvals and the responsibilities are also defined to facilitate clear tracking of the pending work

g. Invitations sent to participants through CRM module. Participants are already defined in the system based on pre defined subscription.

h. Define property specifications (size & price of stalls, facilities available, space availability etc.)

i. Participants carry out space booking activities through online space booking portal

j. Details are interfaced to the ERP system for receipt and invoice generation

k. System sends notification to various executive divisions (like engineering, design & display, finance and publicity) for jobs pertaining to them.

l. System keeps track of budget overruns and generates alerts.

m. Weekly status reports based on 'area booked', 'payment received', 'product-wise participation' etc.

n. Invitations sent to visitors and buyers.

o. Fair commences

p. Feedback taken from participants

q. Preparation of event report

r. Final settlement of accounts is carried out

5. **Bidder's Demonstration:**   The Vendor Demonstration shall focus on the following:-

a. Demonstrate how ITPO property (halls/pavilions etc.) would be integrated with online space booking.

b. Demonstrate how ITPO property (halls/pavilions etc.) details captured in database.

c. Demonstrate how availability will be shown in the online space booking portal with different coloring schemes

d. Demonstrate how each fair would be defined as an individual project and resources (staff, material) be related with project management module

e. Demonstrate alerting mechanism for exceptions, errors and budget overruns.

f. Demonstrate how system will send notifications to various executive divisions once a fair is conceptualized and approved

g. Demonstrate how system will generate product related customer database

h. Demonstrate how system will integrate payment transactions through payment gateway

i. Demonstrate how system will generate invoice & its integration with financials.

j. Demonstrate how system will generate status based MIS reports on a regular basis

k. Demonstrate reservation of space with expiry of reservation

l. Demonstrate queuing reservation system

4.9.2   RECEIVABLE INVOICE

Demonstration Script Details – Receivables Invoice

Business Process	Receivables Invoice
Process	To demonstrate the receivable invoice creation process

Description/Scenario	The intent of this demonstration is to demonstrate various activities related to receivable invoice creation

1. **Introduction:** Receivables Invoice

   To handle receivables invoice creation process through the system

2. **Assumptions**: Vendor may make and state assumptions in line with the scenario discussed here. Dummy data and standard formats can be used wherever necessary.

3. **Prior to Demonstration:** Prior to demonstration of various process scenarios, vendor should create the following (Indicative):-

   - Create customer in the system

4. **Scenario:** Scenario for receivables invoice at ITPO is as follows:

   a. Participant visits space booking portal and books stall

   b. Booking details are furnished to fair division

   c. Payment received from party in manual/electronic mode

   d. Receivables Invoice is created in the system

   e. Executive in charge checks & finalizes the invoice

   f. Receipt created through space booking is appended with the invoice

   g. In case of any discounts/adjustments required, they are processed by the approver

   h. For any additional services availed of by the participant during the fair, Fair Division creates an invoice for the services availed and forward to the finance division

   i. Invoice against services are created & sent to the participant

   j. Balance/adjusted payment received from party in manual/electronic mode

   k. Finance division books receipt in the system

   l. Receipt created is applied to the final invoice

   m. MIS reports created

5. **Bidder's Demonstration:** The Vendor Demonstration shall focus on the following scenarios for receivables invoice process:-

   a. Demonstrate how information will be interfaced from online space booking portal to the financial system

   b. Demonstrate impact of changes in the space booking in regard to financials.

   c. Demonstrate the generation of invoices for the various services used by the exhibitor.

   d. Demonstrate how system will manage all validations while creation of an invoice

   e. Demonstrate relationship between generation of proforma invoice vis-à-vis receipt of payments from exhibitors with penalty conditions validations.

   f. Demonstrate how system will create accounting for the invoice created

   g. Demonstrate how system will support statutory taxation requirements like service tax, VAT, TDS etc.

   h. Demonstrate how system will support multiple currency

   i. Demonstrate how system will support approval mechanism for invoices based on authorization matrix

   j. Demonstrate how system will provide unique invoice numbering

   k. Demonstrate how system will capture payment details (manual/electronic) in the system while creating receipt

l.   Demonstrate how system will apply receipt to the original invoice

m.   Demonstrate how system will generate fair based MIS reports

n.   Demonstrate system handling pay plan of rentals for allotted space.

4.10   OPENING AND FINAL EVALUATION OF COMMERCIAL BIDS

a.   The Commercial Bids of only the technically qualified bidders will be opened and evaluated as per the lowest commercial quote (L1) evaluation criteria.

b.   **Bidder having lowest total cost will be declared as L1 and will be selected as vendor / implementation agency for the project.**

c.   In the event of a tie, pricing would be resolved till tie is broken through submission of further sealed bids by the tied parties only, as per v e n u e ,   date and time that would be decided by the evaluation committee.

5.   AWARD OF CONTRACT

5.1   AWARD CRITERIA

The contract will be awarded to the responsible, responsive bidder whose proposal conforms to the RFP and, in the opinion of ITPO, represents the best value to the "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" project, as per the evaluation procedure prescribed in the RFP.

5.2 ITPO'S RIGHT TO ACCEPT ANY PROPOSAL AND TO REJECT ANY OR ALL PROPOSALS

ITPO reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for ITPO's action.

5.3   NOTIFICATION OF AWARD

Prior to the expiration of the validity period, ITPO will notify the successful bidder in writing or by email, to be confirmed in writing by letter, that its proposal has been accepted. The notification of award will constitute the formation of the contract.

5.4   SIGNING OF CONTRACT

The bidder shall sign the agreement with ITPO in the format provided in this RFP, within Fifteen (15) days of the award or as decided by ITPO. ITPO reserves its right to modify any clause of the agreement prior to signing and upon adequate notice to the bidder. Non-fulfillment of this condition of executing a contract by the successful bidder within the specified period would constitute sufficient ground for annulment of the award and forfeiture of Bid EMD.

5.5   PERFORMANCE BANK GUARANTEE(S)

a.   The successful bidder shall at his own expense deposit with ITPO, within thirty (30) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable three (3) Performance Bank Guarantee(s) (PBG) towards License cost, Implementation & roll out cost and training cost respectively, from a scheduled commercial bank acceptable to ITPO, payable on demand, for the due performance and fulfillment of the contract by the vendor. The PBG will be made in the format given at **Annexure B12** of this RFP.

b.   These Performance Bank Guarantee(s) each equivalent for an amount Ten percent (10 %) of License cost, Implementation & roll out cost and training cost respectively, in the prescribed format, are to be submitted by the successful bidder. All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder. The performance bank guarantee shall be initially valid for twenty (20) months. Subject to the terms and conditions in the performance bank guarantee, the performance bank guarantee(s) will lapse automatically on its expiry date. The performance bank guarantee(s) may be discharged/ returned by ITPO upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee(s).

c.   The successful bidder shall at his own expense deposit with ITPO, within thirty (30) working days of the date of completion of stabilization period or prior to signing of the Annual Maintenance contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee(s) (PBG) equivalent for an amount Ten percent (10 %) of Annual support & Maintenance cost for Ist year, towards AMC services, from a scheduled commercial bank acceptable to ITPO, payable on demand, for the due performance and fulfillment of the contract by the vendor. The PBG will be made in the format given at **Annexure B12** of this RFP. This PBG needs to be amended & renewed subsequently as per the AMC cost chargeable for that particular AMC period year.

d.   In the event of the bidder being unable to service the contract for whatever reason, ITPO would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of ITPO under the contract in the matter, the proceeds of the PBG shall be payable to ITPO as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. ITPO shall notify the bidder in writing of the exercise of its right to receive such compensation indicating the contractual obligation(s) for which the bidder is in default and the bidder will have to pay it within 14 days of the notice date. ITPO's decision in this respect will be final.

e.   ITPO shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

f.   In case the project is delayed beyond the project schedule as mentioned in this RFP, for the reasons attributable to the Bidder, the performance bank guarantee shall be accordingly extended by the Bidder for the duration equivalent to the delays caused in the project.

5.6 FAILURE TO AGREE WITH THE TERMS & CONDITIONS OF THE RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event ITPO shall cancel/annul the award given to the bidder and call the next best value bidder for negotiations or call for fresh bids.

ANNEXURE B1 – REQUEST FOR CLARIFICATIONS (RFC)

Bidders requiring specific points of clarification may communicate with ITPO during the specified period using the following format.

India Trade Promotion Organisation		
BIDDER'S REQUEST FOR CLARIFICATION		
Name of Organization submitting request	Name & position of person submitting request	Full formal address of the organization including phone, fax and email points of contact
		Tel:
		Fax:
		Email:
S	**Bidding Document Reference(s) (Section / page)**	**Content of RFP requiring Clarification**	**Clarification being sought by the bidder**
1			
2			

ANNEXURE B2 – PRE-QUALIFICATION PROPOSAL COVERING LETTER

[Date]

Sr. Manager,
India Trade Promotion Organisation
Pragati Bhawan, Pragati Maidan
New Delhi-110001

Dear Sir,

Ref: RFP: PROCUREMENT, CUSTOMIZATION, IMPLEMENTATION AND MAINTENANCE OF ERP APPLICATION AT ITPO

Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Implementation Services as required and outlined in the RFP for ERP Solution for India Trade Promotion Organization. To meet such requirements and to provide services as set out in the tender document, we attach hereto the pre-qualification proposal as required by the Tender document, which constitutes our proposal.

We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing ERP Implementation Services in Design, Development, Implementation, Change Management and Operation & Maintenance of the ERP System.

If our proposal is accepted, we will obtain three Performance Bank Guarantee(s) each equivalent for an amount 10% of License cost, Implementation & roll out cost and training cost respectively, in the prescribed format, given in the tender document issued by scheduled commercial bank in India, acceptable to ITPO, as quoted in our commercial proposal for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of **240 days from the last date of submission of tenders** and it shall remain binding upon us with full force and virtue. Until within this period a formal contract is prepared and executed, the RFP, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and ITPO.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to ITPO is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the ITPO as to any material fact.

We agree that you are not bound to accept our or any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the tender response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company and empowered to sign this document as well as such other documents, which may be required in connection with this bid process.

Dated this   Day of   <month> <year>

(Signature)   (In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)   Seal/Stamp of bidder

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, <name>, certify that I am the Company Secretary of…<company name>…, and that ………<signatory name>………… who signed this Bid is authorized to bind …<company name>… to the terms of the RFP being responded through this Bid by authority of its board of directors.

(Signature of Company Secretary)

 Date

(Company Seal)

ANNEXURE B3 – PRE-QUALIFICATION PROPOSAL CHECKLIST

Please fill-up the table below to ensure that the proposal includes confirmations / attachments as sought in the proposal.

Pre-Qualification Proposal Checklist:

S.No.	Criteria	Supporting Document required	Supporting Document Attached (Y/N)	Comments
1	Bidder should be registered in India under the Companies Act (1956), with registered office in India in existence for at least seven (7) years as on 31.08.2013	Copy of Certificate of Incorporation issued by Registrar of Companies and Memorandum of Association.		
2	Bidder should have an average annual turnover equal to or more than INR Twenty Five (25) crores in the last three financial years (2012-13, 2011-12 and 2010-11), out of which INR Five (5) crores should be exclusively from business related to software development and maintenance services	i.Audited profit & loss account and balance sheet for financial years (2012-13, 2011-12, 2010-11) ii.Certificate from Chartered accountant (CA) for Annual Turnover		
	a. Bidder should be profitable for the last three financial years (2012-13, 2011-12, 2010-11)	Certificate from Chartered accountant (CA) declaring profitability for financial years (2012-13, 2011-12, 2010-11)		
	'(c) The Bidder should have a positive net worth for the last three financial years ending 31st March 2013.	Certificate from Chartered accountant (CA) declaring positive net worth for last three financial years (2012-13, 2011-12, 2010-11)		
	a. Bidder should have successfully completed ERP implementation in India for at least three (3) organizations **during last seven (7) years** with implementation value of each project being greater than INR Three (3) crore and should have at least implemented the following modules: - Finance & Accounts - HRMS/Admin The projects should be completed as on date of submission of tender response	Documentary evidence, along with client contact details, in the form of Work order / Purchase order and Completion certificate from client for each project. Please furnish details of the client(s) in order to verify the same.		

	b. Out of three organizations, bidder should have successfully completed ERP implementation in at least one Central /State Government/ Central Public Sector Enterprises (CPSE) entities in India of value greater than INR 3 crore.			
4	Bidder should have CMMI level 5 certification on the date of opening of the bid.	Copy of the valid & active Certificate(s) signed and stamped by the authorized signatory of the Bidder		
5	The bidder should have an office in Delhi/NCR region in operation for last 2 years	Documentary proof by the authorized signatory of the Bidder		
6	The bidder should submit the following: ➢ Authorization from OEM ➢ Confirmation from OEM that the products quoted are not end of life products ➢ Undertaking from OEM that the support including updates, patches for the quoted products shall be available for 6 years after go-live.	Certification from OEM. ## Certification from OEM. ➢ Authorization letter from OEM ➢ Letter from OEM ➢ Undertaking from OEM		
7	Bidder should provide an undertaking that there is no conflict of interest situation.	Declaration by authorized signatory of the Bidder		
8	The Bidder shall not be under a declaration of ineligibility/ fraud/banned/blacklisted by any state or central government/ any other Government institutions in India for any reason as on last date of submission of the Bid.	Declaration by authorized signatory of the Bidder		
9	The Bidder shall provide an undertaking regarding "If the bidder tries to influence the officials of ITPO through unfair means, action for disqualification from tender process and banning from business will be resorted to by the ITPO's management.	Declaration by authorized signatory of the Bidder		
10	Sixty (60) number of regular ERP functional consultants manpower as on 31.12.2012 on the rolls of the company.	Self-certification by CEO/Head of the company		
11	The bidder is required to provide information regarding change of ownership or/and insolvency during the process of tender submission to its finalization.	A declaration / self-attested affidavit by the bidder		

ANNEXURE B3(A) – BIDDER'S PROFILE

S.No	Item/ description	Details to be filled by Bidder	Attachments, if any
1	Company Name		
2	Date of Incorporation		
3	Holding Company or Parent Company (if any)		
4	Full Address: Corporate Office		
5	Full Address: Delhi/ NCR office		
6	Name of the authorized signatory with designation Telephone Mobile Email		
7	Service tax number		Pls attach Documentary proof.
8	Sales tax/ VAT No.		Pls attach Documentary proof.
9	CST No.		Pls attach Documentary proof.
10	PAN		Pls attach Documentary proof.
11	EMD details	DD Amount : Name of Bank drawn : DD Number : DD Date:	
12	Number of years in IT business domain		

Signature:

Name: Designation:

SEAL:

Date: Place:

ANNEXURE B3(B) – FINANCIAL INFORMATION

Bidder to provide CA certified Audited financial information of three last financial years.

	Rupees (in Crores)			
	2010-11	2011-12	2012-13	Average annual turnover
Annual Turnover of the Bidder (as defined in prequalification criteria)				
Documentary proof attached	Yes / No	Yes / No	Yes / No	

ANNEXURE B3(C) – BIDDER'S PROJECT EXPERIENCE

Note : **Bidder to provide separate sheet for each project undertaken**

Sr. No.	Items	Details
General Information		
1.	Customer Name	
2.	Address	
3.	Name of the contact person	
4.	Contact No.	
Project Details		
5.	Project Title	
6.	Start Date: MM/YYYY End Date : MM/YYYY	
7.	Completion date of project implementation	
8.	Number of bidder's professionals deployed in the assignment	
Size of the project		
9.	Total Cost of the project (in INR)	
10.	No. of ERP users	
11.	Modules implemented	
12.	Documentary Proof	
	c. Work order/ Purchase Order	Yes / No
	d. Completion Certificate	Yes / No

ANNEXURE B3 (D) – CONFLICT OF INTEREST DECLARATION

(To be submitted on the Letterhead of the Bidder)

[Date]

Sr. Manager,
India Trade Promotion Organisation
Pragati Bhawan, Pragati Maidan
New Delhi-110001

Dear Sir,

Ref: RFP: PROCUREMENT, CUSTOMIZATION, IMPLEMENTATION AND MAINTENANCE OF ERP APPLICATION AT ITPO

We, the undersigned, hereby declare that

1. We are/ are not under a declaration of ineligibility for corrupt or fraudulent practices
2. We have/ do not have conflict of interest with the proposed ERP OEM.

Thanking you,

Date:

(Signature) (In the capacity of)
(Name)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)
Seal/Stamp of bidder

ANNEXURE B4 – TECHNICAL PROPOSAL COVERING LETTER

[Date]

Sr. Manager,
India Trade Promotion Organisation
Pragati Bhawan, Pragati Maidan
New Delhi-110001

Dear Sir,

Ref: RFP: PROCUREMENT, CUSTOMIZATION, IMPLEMENTATION AND MAINTENANCE OF ERP APPLICATION AT ITPO

Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Implementation Services as required and outlined in the RFP for ERP Solution for India Trade Promotion Organisation. To meet such requirements and to provide services as set out in the tender document, we attach hereto the technical proposal as required by the Tender document, which constitutes our proposal.

We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing ERP implementation Services in Design, Development, Implementation, Change Management and Operation & Maintenance of the ERP System.

If our proposal is accepted, we will obtain three Performance Bank Guarantee(s) each equivalent for an amount 10% of License cost, Implementation & roll out cost and training cost respectively, in the prescribed format, given in the tender document issued by scheduled commercial bank in India, acceptable to ITPO, as quoted in our commercial proposal for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of 240 days from the last date of submission of tenders from the date fixed for tender opening and it shall remain binding upon us with full force and virtue. Until within this period a formal contract is prepared and executed, the RFP, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and ITPO.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to ITPO is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead ITPO as to any material fact.

We agree that you are not bound to accept our or any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the tender response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company and empowered to sign this document as well as such other documents, which may be required in connection with this bid process.

Dated this   Day of   <month> <year>

(Signature)   (In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)   Seal/Stamp of bidder

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, <name>, certify that I am the Company Secretary of…<company name>…, and that ………<signatory name>…………
who signed this Bid is authorized to bind …<company name>… to the terms of the RFP being responded through
this Bid by authority of its board of directors.

(Signature of Company Secretary)

Date

(Company Seal)

ANNEXURE B5 – TECHNICAL PROPOSAL SUBMISSION FORMAT

Broad Guidelines

Bidders should ensure that their proposals clearly set out all the information requested in this section. Bidders must provide individual and factual replies to specific questions asked in the annexure(s). All proposals must be duly stamped and signed by an authorized signatory for the primary vendor.

Format of the Technical Proposal Submission:

Bidders are requested to structure their technical proposals under the following sections:

i.   Technical proposal covering letter as per Annexure B4.

ii. Confirmation Checklist as per annexure B5(A). Bidder to ensure that the proposal includes confirmations / contents / attachments as outlined.

iii. Statement of deviation as per annexure B5(B)

iv. Proposed ERP solution & implementation services as per the details provided as per annexure B5(C)

v.   Training schedule plan in accordance with training requirement as specified in RFP as per annexure B5(D)

vi. Proposed detailed Implementation plan for each activity in accordance with ITPO's project timelines as at clause 10.1 of Part A of this RFP as per annexure B5 (E).

vii. Methodology for manpower deployment during project implementation as per annexure B6. Clause 15 of Part-A to be referred for methodology plan.

viii. OEM certification as per annexure B7

ix. Duly filled-in Functional requirement Specification as per annexure A2 of Part A of RFP.

A. FRS evaluation score will be calculated by the following methodology.

Bidder shall be responding to the compliance of FRS by giving their responses against the requirements which would be scored as per the below matrix:

Basis of rating	Score	Bidder's Response
Fully provided as standard functionality	5	S
Configurable (Parameter setups without changing Source Code)	4	C
Customization (Requiring changes to source code)	3	CU
Development (New source code and its integration with base product)	2	D
Third party software required	1	T
Not Available	0	NA

Responses would be marked as per the responses mentioned above and would be normalized.

Example of score evaluation mechanism for a sample Bidder

Number of Business Functionalities → 1200

- It is mandatory to respond to all requirements of compliance matrices.
- It is mandatory to rate all functionalities given in the compliance matrices, i.e. functional requirement specification matrix and system matrix (given in annexure A2 & annexure A3 of Part A of RFP document).

Example for calculation using dummy figures:

S.	Particulars	Max Marks	Maximum points obtainable in FRS	Points obtained as per marked responses	Normalized marks
1	Example 1	20	6000	3000	(3000/6000) * 20 = 10
2	Example 2	20	6000	4500	(4500/6000) * 20 = 15
3	Example 3	20	6000	5500	(5500/6000) * 20 = 18

> Maximum points obtainable are calculated as per below :
> Maximum Score = 5
> Number of business functionalities = 1200
> Maximum Points obtainable = 5 * 1200 = 6000

Note: <u>Normalized marks will be rounded off to the nearest integer</u>

     eg.   18.89 to 19, 18.5 to 19 & 18.49 to 18 marks

ANNEXURE B5(A)–CONFIRMATION CHECKLIST

S.No.	Description/Item	Confirm (Y/N)	Comments
1	The Bidder confirms that all information mentioned in the proposal is true and factual		
2	The Bidder confirms Roles and Responsibilities as per the RFP		
3	The Bidder confirms provision of all project timelines as mentioned in RFP		
4	The Bidder confirms provision of all Deliverables as mentioned in RFP		
5	The Bidder confirms adherence to project milestone-based payment schedule proposed in the RFP		

Dated this   Day of   <month> <year>

(Signature)   (In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)   Seal/Stamp of bidder

ANNEXURE B5(B)– STATEMENT OF DEVIATION

Tender Clause No. & page no. of RFP	Description of Clause	Deviation in the offer	Reason for deviation

Signature of the Bidder

Name

Date

Place

Company

ANNEXURE B5(C) – FORMAT OF THE PROPOSED ERP SOLUTION

Bidder should provide proposed ERP solution requirements which should include:

- ERP products, Modules and Licensing requirements

- Technical environment that supports the technical requirements with respect to hardware & software.

- The Bidder should confirm that the proposed ERP and other applications (as required) will comply to the requirements outlined in the RFP.

- Bidder should also provide details if it proposes to fulfill one or more requirements identified above on its own or through any other vendor.

- Bidder should provide the diagram indicating Solution Design; System Architecture proposed for the ITPO indicating application modules, server configuration / specifications, security devices, end-user devices, networking devices and system management components for meeting the functional and technical requirements. The above mentioned list is only indicative.

- Approach and methodology proposed for implementation and post-implementation services.

- Project control methodology proposed

- Quality management plan

- Project Risk management plan

ANNEXURE B5(D)– TRAINING SCHEDULE PLAN

The Bidder must provide training (minimum) according to the following scheme.
Note: Each training day is equivalent to 6 hours training.

Approx. Number of officials to be imparted training   :   250

Batch Size   :   Minimum 10 to maximum 25 officials

Number of training days   :   75 working days

Training Need	Training Details
Base Product training	This training should be given to nodal implementation team officials for the ERP pre customization on the functionality
Module Specific Training	This training should be given for the ERP post customization on the functionality and use of the solution. This should cover the following: • Introduction to the application • Brief on each of the modules and how they are integrated • Module specific trainings Trainees must be provided with quick reference guides. Each user must get hands on training of the system.
Change Management Related Training	Training & Awareness campaigns as a part of Change Management Process

- The Bidder would be responsible for arranging adequate infrastructure for the trainings. However the space may be provided by ITPO.

- In no case should the training batch consist of more than 25 people.

- The trainings would be deemed to be successful if more than 90% of the trainees give the trainers an average rating of 4 or more on a 5 point scale.

- It is expected to have 15 batches of training in Head Office and Regional Offices.

The details given above are indicative.

ANNEXURE B5(E)– DETAILED IMPLEMENTATION PROJECT TIMELINES

As per clause 10.1 of Part-A of RFP Project timelines have been detailed A detailed project plan / PERT Chart articulating the break-up of each proposed phase into key activities highlighting the start and end months. An illustrative format is as given below:

Activity-wise Timelines							
S.No.	**Item of Activity**	**Week wise Program**					
		1	2	3	4	5	...
	Project Plan	███					
1	Activity 1						
1.1	Sub-Activity 1						
1.2	Sub-Activity 2						
2							
2.1							
2.2							
3			███	███	███		
3.1			███				
4				███			

Note: The above activity chart is just for the purpose of illustration. Bidders are requested to provide detailed activity & phase wise timelines for executing the project in line with project timelines stated in this RFP.

ANNEXURE B6 – METHODOLOGY FOR MANPOWER DEPLOYMENT

1. Bidder should provide adequate number of personnel each responsible for a specific role within the system. Bidder must provide clear definition of the role and responsibility of each individual personnel.

2. Bidder should have a defined hierarchy and reporting structure for various teams that would be part of the project.

3. All the concerned staff should log an attendance on a daily basis at their respective reporting location.

4. Bidder should ensure that all the personnel identified for this project have high level of integrity. Bidder should undertake necessary due diligence to ensure that the personnel have high standard of trustworthiness. Bidder should obtain an undertaking from each of the personnel assigned and the same should be submitted to the ITPO as and when demanded.

5. Bidder must ensure that the minimum number and type of Key and Non-Key Personnel are proposed, failing which the proposal would be considered as non-responsive. Bidder can provide additional manpower on the basis of their estimate of effort required to complete the terms of reference given in the RFP.

6. Bidder can offer more than one key personnel for a role to improve the quality of key personnel keeping in mind the terms of reference given in the RFP.

7. Following define the skill sets and qualification requirement for each of the resource categories which may be deployed for project.

Key Personnel

A. Project Director

Minimum Requirements:
(a) Educational qualification: B.E/B.Tech/CA/ICWA/MCA/M.Tech/MBA
(b) Experience:
1. At least 15 years total experience including 10 years of ERP implementation experience.
2. Also have experience of end- to-end ERP project implementation experience in Government/ PSU sector.
3. Involved in managing at least 5 successful full life cycle implementation(s) of ERP in large organizations (at least of the size of ITPO).

B. Project Manager

Minimum Requirements:
(a) Educational qualification: B.E/B.Tech/CA/ICWA/M.Tech/MCA/ MBA
(b) Experience:
1. At least 8 years total experience including 5 years of ERP implementation experience.
2. Involved in managing at least 3 successful full life cycle implementation(s) of ERP in large organizations (at least of the size of ITPO).
3. Have experience of end- to-end ERP project implementation experience in Government/ PSU sector.
4. Must be PMP qualified

C. Solution Architect

Minimum Requirements:

(a) Educational qualification: B.E/B.Tech/MCA/M.Tech.

(b) Experience:

1. At least 8 years total experience including 5 years of ERP implementation experience.

2. Involved in at least 3 successful full life cycle implementation(s) of ERP.

3. Involved in solution design, business blueprinting in similar assignments in the past.

D. Technical Architect

Minimum Requirements:

(a) Educational qualification: B.E/B.Tech/MCA/M.Tech

(b) Experience:

1. At least 8 years total experience including 5 years of ERP implementation (technical) experience

2. Involved in installation of hardware and operating system, database and configuration, system maintenance, installation of proposed ERP system for at least 3 successful ERP implementations.

3. Should have been involved in fit-gap analysis jointly with functional consultant – identifies gaps and designs the solution to address the gaps.

E. Functional Consultant(s)

For modules like Inventory & Purchase, Projects, Human resource, Finance & Accounting, Payroll, of the resources that would be deployed on the project.

Sixty (60) number of regular ERP functional consultants manpower as on 31.12.2012 on the rolls of the company.

Minimum Requirements:

(a) Educational qualification:

1. For Finance: A member of Institute of Chartered Accountants of India or a member of Institute of Cost and work Accountants of India or MBA (Finance)

2. For other Consultants: B.E/B.Tech/MBA/MCA

(b) Experience:

1. At least 5 years total experience including 3 years of ERP implementation experience

2. At least 2 successful full life cycle implementation(s) of ERP

3. Demonstrated leadership and managerial skills, as well as the ability to establish and maintain relationships with client leadership.

F. Technical consultant(s)

Minimum Requirements:

(a) Educational qualification: B.E/B.Tech/MCA/M.Tech

(b) Experience:

1. At least 5 years total experience including 3 years of ERP implementation experience

2. Should have been involved in installation of hardware and operating system configuration, system maintenance, installation of ERP system for at least 2 successful ERP implementations

3. Should have experience in fit-gap analysis jointly with functional consultant

4. Identifies gaps and designs the solution to address the gaps.

5. Performed data migration activities (data upload script preparation, data upload etc).

G. Training & Change Management Lead

Minimum Requirements:

(a) Educational qualification: Any graduate with an MBA

(b) Experience:

1. Minimum 5 years experience in organizing trainings and change management workshops.

H. Handholding Staff
- ✓ Must have minimum 2 years of prior experience of technical support
- ✓ Must be qualified as a Computer Science Graduate from a reputed university
- ✓ Prior experience in the ERP or the application being deployed
- ✓ Should be trained on the basic functioning of the project by the time he/she is deployed on the project
- ✓ Must have a working knowledge of IT infrastructure deployed including basic troubleshooting of the same
- ✓ Should have been trained on use of deployed application

8. Bidder should also provide the profile / CVs of proposed resources as part of his bid in the below given format

S.No	Manpower Type	Number of Resources Proposed	Availability Duration	Names of proposed resources
Key Resources				
	Project Manager			
	Team Members			
	………..			
	………..			
IT Resources for Application Modification / Customization / Maintenance				
	Skill1			
	Skill2			
	Skill3			
	….			
	….			
	….			

CV Format to be used for providing details of manpower:

Proposed position on the team:	
Name of the employee	
Designation	
Date of Birth	

Nationality				
Education	Qualification	Name of School/College/University	Degree Obtained	Duration of degree
Certifications & Trainings				
Employment Record	Employer	Position	From	To
	(Starting with present position list in reverse)			
Relevant Experience	(Give an outline on the experience most pertinent to tasks mentioned in the project. Describe degree of responsibility held on these relevant assignments).			
Certification	I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes myself, my qualifications, and my experience. Date: Place Signature of the Authorized Signatory			

ANNEXURE B7 - OEM CERTIFICATION

[Date]

Sr. Manager,
India Trade Promotion Organisation
Pragati Bhawan, Pragati Maidan
New Delhi-110001

Dear Sir,

Ref: RFP: OEM Certification for Bidder's response to PROCUREMENT, CUSTOMIZATION, IMPLEMENTATION AND MAINTENANCE OF ERP APPLICATION AT ITPO

We, <OEM name > having our registered office at <OEM address>, are an established and reputed manufacturer of <<ERP application name>>.

We confirm that <Bidder Name> having its registered office at <Bidder Address> is our authorized partner for _____. We authorize them to quote for our products in the above mentioned RFP.

Our full support is extended to them in all respects for supply, warranty and maintenance of our products. We also ensure to provide the service support for the supplied products for a period of 6 years from date of supply/installation of the products as per RFP terms.

We also undertake that in case of default in execution of this RFP by the <Bidder Name>, <OEM Name> will take all necessary steps for successful execution of this project as per RFP requirements.

We wish to certify following pre-qualification conditions as stated in the RFP:

- That the proposed product quoted is not end of life product
- That the support including updates, patches for the quoted product shall be available for sixty (60) months from date of completion of stabilization period.

Thank You

Signature (In the capacity of)

(Name)

Duly authorized to sign the RFP Response for and on behalf of:

(Name and Address of Company)
Seal/Stamp of OEM

ANNEXURE B8 – COMMERCIAL PROPOSAL COVERING LETTER

[Date]

Sr. Manager,
India Trade Promotion Organisation
Pragati Bhawan, Pragati Maidan
New Delhi-110001

Dear Sir,

Ref: RFP: PROCUREMENT, CUSTOMIZATION, IMPLEMENTATION AND MAINTENANCE OF ERP APPLICATION AT ITPO

Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Implementation Services as required and outlined in the RFP for ERP Solution for India Trade Promotion Organisation. To meet such requirements and to provide services as set out in the tender document, we attach hereto the Commercial proposal as required by the Tender document, which constitutes our proposal.

We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing ERP implementation Services in Design, Development, Implementation, Change Management and Operation & Maintenance of the ERP System.

If our proposal is accepted, we will obtain three Performance Bank Guarantee(s) each equivalent for an amount 10% of License cost, Implementation & roll out cost and training cost respectively, in the prescribed format, given in the tender document issued by scheduled commercial bank in India, acceptable to ITPO, as quoted in our commercial proposal for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of 240 days from the last date of submission of tenders from the date fixed for tender opening and it shall remain binding upon us with full force and virtue. Until within this period a formal contract is prepared and executed, the RFP, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and ITPO.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to ITPO is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead ITPO as to any material fact.

We agree that you are not bound to accept our or any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the tender response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company and empowered to sign this document as well as such other documents, which may be required in connection with this bid process.

Dated this   Day of   <month> <year>

(Signature)   (In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)   Seal/Stamp of bidder

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, <name>, certify that I am the Company Secretary of…<company name>…, and that ………<signatory name>………… who signed this Bid is authorized to bind …<company name>… to the terms of the RFP being responded through this Bid by authority of its board of directors.

                              (Signature of Company Secretary)

                              Date

(Company Seal)

ANNEXURE B9 – COMMERCIAL BID

The commercial bid should be enclosed in a separate envelope as part of the final proposal and should be enclosed along with the technical bid. Cost figures should be presented separately for each solution component, i.e. all costs should be given separately year-wise (for a five year time horizon) for all application components. The Bidders should specifically mention any additional components or software (e.g. reporting tool) that ITPO will need to implement. **ITPO may disqualify Bidders who do not adhere to the cost format as mentioned in the section.**

All costs should be in Indian Rupees (INR). Please note that all costs should be for all locations i.e., Headquarters (Pragati Bhawan), Regional offices in India. The quote should be inclusive of any and all related taxes/levies payable, e.g. customs, excise, transportation, insurance, etc. The commercial bid should also be inclusive of all the Out of Pocket expenses (OPEs), travel, boarding, lodging etc. at the respective locations.

ITPO prefers not to have any restrictions attached to the license/purchase. Bidders should clearly indicate how the license requirements have been arrived (e.g. based on no. of users, concurrency factor, etc.). Vendor should also clearly indicate if ITPO's decision to either alter the no. of license requirements or phase the procurement of licenses will have an implication on any of the price components. The vendors should clearly mention restrictions if any, wherever applicable. ITPO will be free to place an order for more or less number of licenses than proposed by the bidder. The bidder should indicate clearly if the rates for procurement of licenses (or any other cost component) will be different in case the number of licenses required by ITPO changes (i.e. ITPO awarding contract for either more or less number of licenses than proposed).

The vendors are required to guarantee that exchange rate fluctuations, changes in import duty and other taxes etc. will not affect the Rupee value of the commercial bid, over the validity period of the bid.

ERP Solution for ITPO Cost

Based on the implementation methodology and timelines indicated in your proposal, please provide the total ERP Solution cost on a fixed price basis with cost heads defined in the table below.

A. Phase-I - ERP Implementation Cost Details

S.No.	Cost head	Amount (In Indian Rupees (INR))
1	ERP License Cost (Perpetual – 250 Named users)	
2	Implementation & Roll out Cost	
3	Training Cost	
	Total Cost (1+2+3) (in Figures)	
	Total Cost (1+2+3) (in Words)	

B. Phase-II - ERP Annual Maintenance Cost Details

S.No.	Cost head*	Amount (in INR) for				
		Year 1 (i)	Year 2 (ii)	Year 3 (iii)	Year 4 (iv)	Year 5 (v)
1	Annual Maintenance Cost					
	Total Maintenance Cost (i + ii + iii +iv + v) (in Figures)					
	Total Maintenance Cost (in Words)					

Total Project Cost (A + B) (all Inclusive) – INR _____

Total Project Cost (A + B) (all Inclusive) – INR (in words) _____

Please Note while quoting-

- The rates quoted above should be inclusive of all expenses including out of pocket expenses, travel, boarding, lodging etc. at the respective locations. If there are any other charges quoted separately the bid will not be considered and may be disqualified.
- The quoted price should be inclusive of all Taxes, Levies etc.
- **Bidder should mandatory provide all prices as per the prescribed format under this Annexure.**
- Bidder should not leave any field blank.
- All the prices are to be entered in Indian Rupees (INR) ONLY (% values are not allowed)
- ITPO reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- The Commercial Bids shall be evaluated by ITPO for completeness and accuracy. Arithmetical errors will be rectified on the following basis. If there is a discrepancy in the total price that is obtained by adding the unit price(s), the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

L1 Evaluation Criterion : **Bidder having lowest project cost will be declared as L1 and will be selected as vendor / implementation agency for the project.**

Additional Information (Not to be considered for the purpose of evaluation for L1 bidder):

1. Please provide details of Man-day/Man- Month Cost of each resource which may be required for new development of business processes over and above the project scope of work during maintenance in INR. Please define the validity period of these rates. An exhaustive list indicating the cost estimates may be given.

ANNEXURE B10 – TECHNICAL EVALUATION PARAMETERS

Following outlines the broad parameters based on which evaluation of technical proposals of the vendors shall be carried out by ITPO -

Criteria	Marks
Bidder must score a minimum of 50% of the total marks under each head A, B and C	
A. Organizational Experience / Projects Experience	**40**
Bidders with experience in implementing ERP projects (proposed product) ,minimum of 3 projects, with value of more than INR 3 crore (for each project) shall be awarded marks on the following basis. 3 projects – 20 marks out of 40 4-5 projects – 30 marks out of 40 More than 5 projects- 40 marks out of 40 Out of three organizations, bidder should have successfully completed ERP implementation in at least one Central /State Government/ Central Public Sector Enterprises (CPSE) entities in India of value greater than INR 3 crore.	
B. Compliance	**30**
▪ FRS Response *	25
▪ System matrix	5
C. Proof of Demonstration	**30**
▪ Fair Management (see **Annexure B11**)	15
▪ Receivables invoice (see **Annexure B11**)	15
Total Marks	**100**

*Marking scheme as per details in Annexure B5

ANNEXURE B11–DEMONSTRATION SCRIPT MARKING SYSTEM

FAIR MANAGEMENT

S.No.	Demonstration Script Details	Marks (full marks on successful demonstration, 0 otherwise)
1	Demonstrate how ITPO property (halls/pavilions etc.) would be integrated with online space booking.	2
2	Demonstrate how ITPO property (halls/pavilions etc.) details captured in database.	1
3	Demonstrate how availability will be shown in the online space booking portal with different coloring schemes	1
4	Demonstrate how each fair would be defined as an individual project and resources (staff, material) be related with project management module	1
5	Demonstrate alerting mechanism for exceptions, errors and budget overruns.	1
6	Demonstrate how system will send notifications to various executive divisions once a fair is conceptualized and approved	1
7	Demonstrate how system will generate product related customer database	1
8	Demonstrate how system will generate invoice & its integration with financials	2
9	Demonstrate how system will integrate payment transactions through payment gateway	2
10	Demonstrate how system will generate status based MIS reports on a regular basis	1
11	Demonstrate reservation of space with expiry of reservation	1
12	Demonstrate queuing reservation system	1

RECEIVABLE INVOICE

S. No.	Demonstration Script Details	Marks (full marks on successful demonstration, 0 otherwise)
1	Demonstrate how information will be interfaced from online space booking portal to the financial system & impact on change in space booking subsequently.	1
2	Demonstrate the generation of invoices for the various services used by the exhibitor.	1
3	Demonstrate how system will manage all validations while creation of an invoice	1
4	Demonstrate relationship between generation of proforma invoice vis-à-vis receipt of payments from exhibitors with penalty conditions validations.	1
5	Demonstrate how system will create accounting for the invoice created	1
6	Demonstrate how system will support statutory taxation requirements like service tax, VAT, TDS etc.	2
7	Demonstrate how system will support multiple currency	1
8	Demonstrate how system will support approval mechanism for invoices based on authorization matrix	1
9	Demonstrate how system will provide unique invoice numbering	1
10	Demonstrate how system will capture payment details (manual/electronic) in the system while creating receipt	2
11	Demonstrate how system will apply receipt to the original invoice	1
12	Demonstrate how system will generate fair based MIS reports	1
13	Demonstrate system handling pay plan of rentals for allotted space	1

ANNEXURE B12 – PERFORMANCE BANK GUARANTEE (PBG)

To
Sr. Manager
System Development & Compliance Services,
India Trade Promotion Organisation,
Pragati Bhawan,
Pragati Maidan,
New Delhi - 110001

Performance Bank Guarantee: < *purpose* > towards **"PROCUREMENT, CUSTOMIZATION, IMPLEMENTATION AND MAINTENANCE OF ERP APPLICATION AT ITPO" Project**

Dear Sir,

In consideration of the President of India acting through the India Trade Promotion Organisation (hereinafter referred to as 'the ITPO') having agreed to grant a licence to M/s…………………….of …………………….(hereinafter called the Vendor') towards <purpose> procure, customize, implement and maintain ERP application at ITPO on the terms and conditions contained in the said Bid Document, which interalia provides for production of a Bank Guarantee to the extent of `…………………… (……………………………………………) in words) for the service by way of security for the due observance and performance of the terms and conditions of the said licence we…………………..(indicate the name and address and other particulars of the bank) (hereinafter referred to as 'the Bank') at the request of the Vendor hereby irrevocably and unconditionally guarantee to the ITPO that the Licensee shall render all necessary and efficient services which may be required to be rendered by the Vendor in connection with and /or for performance of the said Vendor and further guarantees that the service which shall be provided by the Vendor under the said Bid Document, shall be actually performed in accordance with terms and conditions of the Bid Document to the satisfaction of the ITPO.

2. We, the bank hereby undertake to pay to `the ITPO` an amount not exceeding `…………………….(…………………………………only) against any loss or damage caused to or suffered or would be caused to or suffered by `the ITPO` by reason of any breach by the said Vendor of any of the terms and conditions contained in the said licence.

3. We, the bank hereby, in pursuance of the terms of the said licence, absolutely, irrevocably and unconditionally guarantee as primary oblige and not merely as surety the payment of an amount of ………………… (…………………only) to `the ITPO` to secure due and faithful performance by the Vendor of all his/their obligations under the said Licensee.

4. We, the bank hereby also undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the ITPO stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the ITPO by reason of breach by the said Vendor of any of the terms or conditions contained in the said Bid Document or by reason of the Vendor's failure to perform any of its obligations under the said Licence.

5. We, the bank, do hereby agree that the decision of the ITPO as to whether the licensee has failed to or neglected to perform or discharge his duties and obligations as aforesaid and/or whether the service is free from deficiencies and defects and is in accordance with or not of the terms & conditions of the said Licence and as to the amount payable to `the ITPO` by the Bank hereunder shall be final and binding on the Bank.

6. WE, THE BANK, DO HEREBY DECLARE AND AGREE that:

(a) The Guarantee herein contained shall remain in full force and effect for a period of < as specified in terms & conditions of RFP > from the date hereof and that it shall continue to be enforceable till all the dues of `the ITPO` and by virtue of the said Licence have been fully paid and its claims satisfied or discharged or till ITPO satisfies that the terms and conditions of the said licence have been fully and properly carried out by the said Vendor and accordingly discharged this guarantee.

(b) The ITPO shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Licence or to extend time of performance of any obligations by the said Vendor from time to time or to postpone for any time or from time to time any of the powers exercisable by the ITPO against the said Vendor and to forbear or to enforce any of the terms and conditions relating to the said Licence and we shall not be relieved from our liability by reason of any variation or extension being granted to the said Vendor or forbearance act or omission on the part of the ITPO or any indulgence by the ITPO to the said Vendor or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

(c) Any claim which we have against the Vendor shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder we will not without prior written consent of the ITPO exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remains owing and outstanding.

(d) This guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by the Vendor.

7. We the BANK undertake not to revoke this Guarantee during its currency except with the previous consent of `the ITPO` in writing.

Date……………………….day……………. for _____

(Name of the bank)

Witness:

1…………………………………… 2…………………………………….

…………………………………….. ………………………………………

……………………………………. ………………………………………

**India Trade Promotion
Organisation**

Contractual and Legal Specifications, Draft Master Service Agreement & Service Level Agreement

PART "C"

DRAFT MASTER SERVICE AGREEMENT

Master Services Agreement (MSA)

THIS MASTER SERVICE AGREEMENT ("MSA") is made this day of _____ Two Thousand and _____, by and between:

(i) India Trade Promotion Organization, Ministry of Commerce and Industry, Government of India, Pragati Maidan, New Delhi-110001 (hereinafter called the **"ITPO"** which expression unless repugnant to the context or meaning thereof, shall mean and include its successors or nominees or assignees or legal representative), of the FIRST PART

AND

(ii) ___<name of the company>___, a company registered under the Indian Companies Act, 1956 represented by _____ (hereinafter referred to as the **"Vendor"**, which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors or permitted assigns) represented through its <designation of authorized person>, who is duly authorized by the Vendor to execute this agreement, of the SECOND PART.

RECITALS

WHEREAS

A. The "ITPO" intends to enable and augment the design, development, and implementation, management & maintenance of the "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" (as defined hereinafter) involving, inter alia, the development of software & maintenance of "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" in India with the ultimate objective of providing "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" related services to all "Stakeholders" (as defined hereinafter) in an efficient, convenient and transparent manner.

B. The "ITPO" undertook selection of a suitable contractor, adopting an open tender process, through competitive bidding for implementing the "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" and issued a Request for Proposal ("RFP") dated [<<Date>>];to the qualified bidder.

C. The Vendor is the successful bidder to undertake the "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" involving the development of the solution, roll out and maintenance to achieve the defined objectives as mentioned in Vol. I of this RFP and achieve desired service levels for "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" in India.

D. The "ITPO" intends to accord to the Vendor the mandate to undertake and implement the "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" on the terms and conditions set forth below.

E. The Vendor in pursuance of its proposal no. ------ dated -------- ("Proposal") undertakes to implement the "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" stated hereinabove.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS AND CONDITIONS HEREIN CONTAINED, IT IS HEREBY AGREED BETWEEN THE PARTIES:

The "ITPO" and the Vendor (each individually a "Party" hereto and collectively the "Parties") have agreed to enter into this MSA to govern the way in which the Vendor shall implement and execute the "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" under this Master Services Agreement ("MSA") and the Service Level Agreement ("SLA").

ARTICLES

1. ARTICLE I – DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

a. In this MSA, unless the context requires otherwise:

i. "**Agreement**" means this Master Service Agreement together with the contents and specifications set out in the RFP;

ii. "**Applicable Laws**" includes all applicable statutes, enactments, acts of legislature or parliament laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental authority, tribunal, board, court or other quasi judicial authority;

iii. "**Software**" means the ERP Application , bespoke and third party software designed, developed, tested and deployed by the Vendor for the purposes of rendering the Services to the Stakeholders of the Project and includes the source code along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the third party software products (except for the customization components on such products), proprietary software components and tools deployed by the Vendor, and which, i.e., the bespoke software, shall be solely owned by the "ITPO";

iv. "**Conditions Precedent for the Project Implementation Phase**" shall have the meaning assigned to it in Article;

v. "**Conditions Precedent for the Operations and Maintenance Phase**" shall have the meaning assigned to it in Article;

vi. "**Confidential Information**" means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party (whether a Party to this MSA or to the SLA) in the course of or in connection with this MSA (including without limitation such information received during negotiations, location visits and meetings in connection with this MSA or to the SLA);

vii. "**Control**" means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of any entity, whether through the ownership of voting securities, by contract or otherwise;

viii. **"Data Centre" or "DC"** means the primary centre where data, software, computer systems and associated components, such as telecommunication and storage systems, redundant or backup power supplies, redundant data communications, environment controls and security devices are housed and operated from;

ix. **"Deliverables"** means the products, infrastructure and services agreed to be delivered by the Vendor in pursuance of the Agreement as listed in the RFP in relation to the Project Implementation Phase and the Operations & Maintenance Phase and includes all documents related to the solution, user manual, business designs, training materials, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines and source code and all respective modifications;

x. **"Effective Date"** means the date on which the MSA is signed by both the parties subject to fulfillment of condition precedent specified herein;

xi. **"Vendor Proprietary Information"** shall mean Proprietary Information of the Vendor and shall include all modifications, enhancements and other derivative works of such Vendor Proprietary Information;

xii. **"Implementation Sites" or "Project Locations"** shall mean any or all the locations (including DC), where "Enterprise Resource Planning Application for ITPO" is to be implemented by Vendor pursuant to the Agreement;

xiii. **"Intellectual Property Rights"** means and includes all rights in its improvements, upgrades, enhancements, modified versions that may be made from time to time, database generated, compilations made, source code and object code of the software, the said rights including designs, copyrights, trademarks, patents, trade secrets, moral and other rights therein;

xiv. **"Listed Assets"** means entire hardware and software, network or any other information technology infrastructure components which are to be purchased by the Vendor for and on behalf of "ITPO", in the name of the "ITPO".

xv. **"Material Adverse Effect"** means material adverse effect on (a) the ability of the Vendor to perform/discharge any of its duties/obligations under and in accordance with the provisions of this MSA and/or SLA; and/or (b) the legal validity, binding nature or enforceability of this MSA and/or the SLA.

xvi. **"Operations & Maintenance " or "O&M"** means the services to be rendered, as per the SLA, during the period commencing from the date of completion of stabilization period till the expiry or termination of the Master Service Agreement;

xvii. **"Operations and Maintenance Phase"** means the phase in which O&M is to be carried out by the Vendor.

xviii. **"Performance Guarantee" or "Performance Bank Guarantee"** shall mean an unconditional and irrevocable bank guarantee provided by a scheduled commercial bank to "ITPO" on behalf of the

Vendor amounting to 10%(ten percent) of the particular services cost, pursuant to the Agreement. The Performance Guarantee shall be valid for a period sixty (60) months from date of completion of stabilization period, unless extended pursuant to the Agreement;

xix. **"Project Assets" or "Assets"** shall mean to include (i) Listed Assets and (ii) entire hardware and software, network or any other information technology infrastructure components used for the "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" and other facilities leased / owned by the Vendor to be used for the delivery of the Services pursuant to the Agreement.

xx. **"Project Data"** means all proprietary data of the Project generated out of the Project operations and transactions, documents and related information including but not restricted to user data which the Vendor obtains, possesses or processes in the context of providing the Services to the users pursuant to this MSA and the SLA;

xxi. **"Project Director",** of the project "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO", means <Nominated Manager of ITPO>, appointed by the "Chairman and Managing Director, ITPO", to be responsible for discharging all the responsibilities under the computerization of "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO".

xxii. **"Project Implementation"** means the implementation of "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" as per the testing standards and acceptance criteria prescribed in the Agreement;

xxiii. **"Project Implementation Phase"** means the period between the Effective Date and the completion of stabilization period date;

xxiv. "**Project Implementation Completion date**" means the date on which the proposed project "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" is executed and system is completely operational as per the functional, technical and operational requirements specified in the RFP and all the acceptance tests & certifications are successfully concluded to the satisfaction of "ITPO".

xxv. "**Proprietary Information**" means processes, methodologies and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned by, or granted by third parties to a Party hereto prior to its being made available under this MSA, or the SLA;

xxvi. **"Project Proprietary Information"** shall mean Proprietary Information of the "ITPO" provided to the Vendor for providing the Services and include all modifications, enhancements and other derivative works of such Project Proprietary Information arising as a result of Services rendered by the Vendor,

xxvii. **"RFP" or "Request for Proposal"** means the documents containing the Technical, Functional, Operational, Commercial and Legal specifications for the implementation of the Project, issued in RFP and includes the clarifications, explanations and amendments issued by "ITPO" from time to time.

xxviii. **"Replacement Vendor"** means any third party that the "ITPO" may appoint to replace the Vendor upon expiry of the Term or otherwise termination of this MSA or the SLA to undertake the Services or part thereof;

xxix. **"Service Level"** means the level of service and other performance criteria which will apply to the Services as set out in the SLA;

xxx. **"Service Level Agreement" or "SLA"** means the Operation and Maintenance agreement, executed by and between Vendor and "ITPO", in terms of the Service Level requirements as per the model set out in this MSA;

xxxi. **"Services"** means the services to be rendered during the Project Implementation Phase and the Operation and Management Phase including but not limited to the services to be delivered to the Stakeholders, using the tangible and intangible assets created, procured, installed, managed and operated by the Vendor including the tools of information and communications technology;

xxxii. **"Stakeholders"** means the individuals, organizations, companies, government departments etc associated with ITPO in various capacities;

xxxiii. **"Third Party Systems"** means systems (or any part thereof) in which the Intellectual Property Rights are owned by a third party and to which Vendor has been granted a license to use and which are used in the provision of Services;

xxxiv. **"Third Party Agency"** means the agency appointed by the "ITPO" for the purpose of certification by conducting various types of testing like Acceptance Testing.

xxxv. "Go-Live" means the date on which the proposed project is executed and System is completely operational as per the functional, technical and operational requirements specified in the Part A of the RFP and all the acceptance tests & certification are successfully concluded to the satisfaction of "Project Director, ITPO" enabling users/ set of user of a specified location to start entering the transactions in live environment (production server) which continues for minimum one month without any glitches

xxxvi. "Roll Out" means a kind of Go-Live (implementation) in the sense that, if Go-Live is already done at a specified location of ITPO, the same settings would be setup for the new location of ITPO, for which the roll out is being carried out. Some minor settings specific to that new location are anyway setup again. Major part of the already carried out settings are implemented for the new location based on the previously carried out implementation. A roll out project takes the main customizing/programs done for ITPO and adapts it to the new location, working only on the small differences between the locations eg: printouts, logos, location code etc.

b. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it.

c. Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this MSA as a whole and not to any particular Article or Schedule. The term Articles, refers to Articles of this MSA. The words "include" and "including" shall not be construed as terms of limitation. The words "day" and "month" mean "calendar day" and "calendar month" unless otherwise stated. Where, because of a difference in time zone, the calendar day or calendar month in one Country differs from another Country, then the calendar day or calendar month shall be deemed to be the calendar day or calendar month applicable to India. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated. Any reference to attorneys' fees shall include reasonable fees of the professional assistants of such attorneys.

d. The headings and use of bold type in this MSA are for convenience only and shall not affect the interpretation of any provision of this MSA.

e. Ambiguity and Discrepancy: In case of ambiguities or discrepancies within the Agreement, the following shall apply:

(i) Between two Articles of this MSA, the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Article;

(ii) Between the dimension scaled from the Design and Drawings and its specific written dimension, the latter shall prevail;

(iii) Between any value written in numerals and that in words, the latter shall prevail; and

(iv) Between the provisions of this MSA and any other documents forming part of the Agreement, the former shall prevail.

1.2   STRUCTURE

a. This MSA shall operate as a legally binding services agreement for the project "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" specifying the master terms which apply to the Parties under this MSA and to the provision of the Services by the Vendor to the Stakeholders under the duly executed SLA.

b. The SLA in respect of the implementation and maintenance is being entered into concurrently with this MSA between the Vendor and "ITPO". In respect of any future SLAs entered into between the Parties, each of the Parties shall observe and perform the obligations set out herein

1.3   CONDITIONS PRECEDENT

1.3.1 Conditions Precedent for the Project Implementation Phase

Subject to express terms to the contrary, the rights and obligations of the Parties in respect of the Project Implementation Phase (other than those set out in Article 1.3.1 to Article 1.3.3) shall be effective only upon fulfillment of all the conditions precedent set out in this Article 1.3.1 ("Conditions precedent for the Project Implementation Phase"). However, the "ITPO", may at any time at its sole discretion waive fully or partially any of the aforesaid conditions precedent for the Vendor. The following conditions precedent needs to be fulfilled by the Vendor:

a. Provide Performance Bank Guarantee as specified in **Annexure B12 of part B** of RFP, the Security Deposit, in the form of a Bank Guarantee(s) for an amount equal to 10%(ten percent) of the project cost quoted in the commercial bid as specified in **Annexure B9** of Part B of the RFP to ITPO;

b. Provide the "ITPO" certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of this MSA and the SLA;

1.3.2 Conditions Precedent for the Operations and Maintenance (AMC) Phase

Subject to express terms to the contrary, the rights and obligations of the Parties in respect of the Operations and Maintenance Phase shall be effective from date of completion of stabilization period. The Vendor shall also be responsible for providing "Operations and Maintenance" support from date of completion of stabilization period. However, the "ITPO", may at any time at its sole discretion waive fully or partially any of the aforesaid conditions precedent for the Vendor. The following conditions precedent needs to be fulfilled by the Vendor:

a. The "Procurement, Customization, Implementation And Maintenance of ERP Application At ITPO" application is designed, developed, tested, audited and certified in accordance with related provisions of the RFP;

b. The ownership of the assets namely, Application Software and System Software (in the form of licenses obtained in favor of "ITPO") is passed on to "ITPO" within a period of 15 days from the date of certification of such assets. The "ITPO" may appoint third party for such certification; and

The Project, consisting of implementation in offices in India shall have run successfully for three (3) months to the satisfaction of the "ITPO" termed as stabilization period after Go-Live at all ROs. **ITPO's designated ERP steering committee would confirm the satisfactory completion of the stabilization period. The committee during review, if it deems fit, can extend the stabilization period.**

1.3.3 Non-fulfillment of Conditions Precedent for the Project Implementation Phase

a. In the event that any of the Conditions Precedent for the Project Implementation Phase has not been fulfilled within thirty (30) days of the Effective Date and the same has not been waived by the "ITPO" fully or partially, this MSA shall stand terminated as of that date, at the sole option of the "ITPO".

b. Notwithstanding anything contained to the contrary, in the event of termination of this MSA , on account of non-fulfillment of the Conditions Precedent for the Project Implementation Phase, the "ITPO" shall not be liable in any manner whatsoever to the Vendor and the "ITPO" shall forthwith invoke the Performance Guarantee and forfeit the guaranteed amount. Such termination and forfeitures shall be without prejudice or other rights of the "ITPO" under law or Agreement.

c. In the event that vacant possession of any of the Project facilities and/or Project Data has been delivered to the Vendor prior to the fulfillment of all of the Conditions Precedent for the Project Implementation Phase, upon the termination of this MSA such possession shall immediately revert to the "ITPO", free and clear from any encumbrances or claims.

d. Instead of terminating this MSA as provided in Article V, the "ITPO", may extend the time for fulfilling the Conditions Precedent and the milestones set-out in this MSA. It is clarified that any extension of time shall be subject to imposition of agreed liquidated damages on the Vendor linked to the delay in achieving the milestone.

2.   ARTICLE II – INITIALIZATION

2.1   SCOPE OF CONTRACT

This MSA shall govern the provision of the services by the Vendor, listed hereunder and more fully described in the RFP, in conformance with the SLA, to all the Stakeholders. It is anticipated that new or renewal agreements may be undertaken by creating a separate SLA, with schedules and exhibits as required, under this MSA for each engagement.

Services to be provided by the Vendor under the Agreement:

a. Subject to the requirements specified in this RFP, the Vendor will be responsible for providing:

   i. Design and Implementation of the "Enterprise Resource Planning Application for ITPO" systems as per the "ITPO" requirements

   ii. WAN & DC design setup

    iii.   Operation and Maintenance of ERP Application & related software

    iv.   Training & hand holding on the application software and general computer skills

    v.   Change management strategy & implementation

    vi.   Compliance with the SLAs

b.   A detailed description of the scope of work, the list of services, the geographical scope and the time limits within which the various activities and tasks relating to the scope of work have to be executed as per the RFP. The Vendor shall strictly adhere to the schedule for implementation of the Project, as specified in the Implementation Schedule (Schedule IX of this MSA).

2.2   PERIOD OF CONTRACT

The MSA shall come into effect on the Effective date and shall continue for a period of sixty (60) months from date of completion of stabilization period of the project "Procurement, Customization, Implementation and Maintenance of ERP Application At ITPO" all the Implementation Sites, unless terminated earlier in accordance with terms of this MSA ("Term"). However, "ITPO" may choose to extend the Term for further period of 3 years, with all the terms and conditions being the same as for original Term. A fresh tender shall be called at the end of the Term/ extended term. The bid process for the second term shall commence one year before the expiry of the Term/ extended term or as desired by "ITPO"

2.3   COMMENCEMENT AND DURATION OF THIS PROJECT

The commencement date is the date of the signing of contract between selected Vendor and "ITPO".

The duration of the project, including the "Operation and Maintenance phase" is expected to be sixty (60) months from date of completion of stabilization period. This is subject to the adherence to the indicative timelines depicted in "Implementation Schedule" and may vary accordingly

2.4   SCOPE AND PROVISION OF THE SERVICES

a.   The provision of Services to the Stakeholders with certainty and speed is the essence of the Agreement between the Parties.

b.   The Vendor represents that it is a competent and efficient provider of a variety of information technology and business process management services. The Vendor will keep abreast of the relevant technical,

managerial and operational requirements applicable to the provision of the Services and best practices in this area and will share their knowledge with the "ITPO", regarding matters which would assist the "ITPO", in its use of the Services, provided that Vendor shall not be obligated to share other client information or Confidential Information of the Vendor not relevant to the Agreement.

c. The Services shall be performed by the Vendor pursuant to terms under the SLA to be entered into in accordance with this MSA.

2.5 COMMENCEMENT AND DURATION OF THE SLA

a. The SLA will commence from the date when the Project Implementation has been completed to the satisfaction of the "ITPO", and certified in accordance with the terms of the Agreement.

b. The SLA shall, unless terminated earlier in accordance with its terms or unless otherwise agreed by the Parties in writing, expire on the date on which this MSA expires or terminates for any reason.

2.6 APPROVALS AND REQUIRED CONSENTS

a. The Parties will cooperate reasonably to obtain, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approvals") necessary for the Vendor to undertake implementation of "Enterprise Resource Planning Application for ITPO" and provide the Services. The costs of such Approvals shall be borne by the Vendor.

b. Both Parties will give each other all co-operation and information reasonably required to meet their respective obligations under the Agreement.

c. "ITPO" shall use reasonable endeavors to assist Vendor in obtaining the approvals. In the event that any approval is not obtained, the Vendor and the "ITPO" will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the "ITPO", to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such approval is obtained. The Vendor shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the approvals are obtained if and to the extent that the Vendor's obligations are dependent upon such approvals provided the delay in such approval is caused for reasons not attributable to the Vendor.

2.7   USE AND ACQUISITION OF PROJECT ASSETS

2.7.1   Procurement of Listed Assets:-

a. The Vendor shall conduct proper testing and analysis of the proposed Listed Assets to ensure that they fulfill the requirements of the implementation of "Enterprise Resource Planning Application for ITPO", pursuant to the Agreement.

b. The Vendor shall submit the testing results, its analysis and its own recommendation about the Listed Assets to the "ITPO" for approval.

c. After obtaining the required approval from "ITPO", the Vendor shall purchase the proposed Listed Assets from the vendors of repute, on behalf of "ITPO".

d. The Vendor shall ensure that all the Listed Assets comply with all the requirements pursuant to the Agreement.

2.7.2   Use of the Project Assets

During the Term of the MSA, the Vendor shall:

a. Take all reasonable and proper care of the Project Assets and control of such Project Assets which will include all upgrades/ enhancements and improvements to meet the current needs of "Procurement, Customization, Implementation And Maintenance of ERP Application At ITPO"; and

b. Keep all the tangible Project Assets in as good and serviceable condition and/or the intangible Project Assets suitably upgraded, subject to the relevant standards as stated in the RFP as at the date the Vendor takes control of and/ or first uses the Project Assets and during the entire Term of the Agreement; and

c. Ensure that any instructions or manuals supplied and provided by the manufacturer of the Project Assets for their use to the Vendor will be followed by the Vendor and any person(s) who will be responsible for the use of the Assets; and

d. Take such steps as may be properly recommended by the manufacturer of the Project Assets and notified to the Vendor or as may, in the reasonable opinion of the Vendor, be necessary to use them in a safe manner; and

e. To the extent that the Project Assets are under the control of the Vendor, keep the Project Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them; and

f. Provide permission to the "ITPO" and any persons duly authorized by him/ her to enter any land or premises on which the Project Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements; and

g. Not knowingly or negligently use or permit any of the Project Assets to be used in contravention of any statutory provisions or regulation or to law; and

h. Use the Project Assets exclusively for the purpose of providing the Services as appropriate; and

i. Not sell, offer for sale, assign, mortgage, pledge, sub-let or lend out any of the Project Assets; and

j. Transfer the ownership of all the Project Assets (not already with the "ITPO", including but not limited to the project documentation which is the work product of the development efforts involved in the Project) within 30 days of the acceptance of the same by "ITPO" upon testing and/ or audit , to the "ITPO" in accordance with the terms of this MSA; and

k. Ensure the integration of the software with hardware to be installed and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to all the Stakeholders of the project "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" in an efficient and speedy manner; and

l. Provide well prepared documentation for users in the form of user's manual , a clear plan for training, and educating the users prior to Go-Live of the application and hand hold the user post implementation (as part of Operations and Maintenance Support) until the users attain a reasonable level of expertise in using the application; and

m. Obtain an approval (i.e. sign off) from the "ITPO" or as nominated, at each stage is essential to close each of the above considerations.

2.8   ACCESS TO VENDOR OR ITS NOMINATED AGENCIES TO PROJECT LOCATION

a. For so long as the Vendor provides Services from any Project Location on a non-permanent basis and to the extent necessary for the Vendor to provide the Services and at no cost to the Vendor, the "ITPO", shall, subject to compliance by the Vendor with any safety and security guidelines which may be notified by "ITPO" to the Vendor in writing, provide the Vendor with:

   i)   reasonable access, in the same manner granted to Project employees, to Project Locations during 9 AM to 8 PM on all days, seven days a week; and

   ii) access to office equipment as mutually agreed and other related support services in such location and at such other Project Location, if any, as may be reasonably necessary for the Vendor to perform its obligations hereunder and under the SLA.

b. Locations and items shall be made available to the Vendor on an "as is, where is" basis by the "ITPO". The Vendor agrees to ensure that its employees, agents and contractors do not use the location, services and items :

i) for the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or

ii) in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality)

3. ARTICLE III - MANAGEMENT

3.1 GOVERNANCE

The review and management process of this MSA shall be carried out in accordance with the Governance Schedule (Schedule IV of this MSA) and shall cover all the management aspects as set out in the RFP.

3.2 USE OF SERVICES

a. The "ITPO" or its nominated agencies will undertake and use the Services in accordance with the instructions or procedures formulated by the Vendor for such usage and mutually agreed by the Parties from time to time.

b. The "ITPO" or its nominated agencies shall be responsible for the operation and use of the deliverables resulting from the Services provided by or on behalf of the Vendor.

3.3 CHANGES

Unless expressly dealt with elsewhere in this MSA, any changes under or to this MSA or under or to the SLA shall be dealt with in accordance with the Change Control Schedule (Schedule I of this MSA).

3.4 SECURITY AND SAFETY

a. The Vendor will comply with the directions issued from time to time by "ITPO" and the standards related to the information security and safety so far as it applies to the project "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO".

b. Each Party to the SLA shall also comply with Project's information technology security standards and policies in force from time to time at each location including directions from "ITPO" to the Vendor in

writing in so far as the same apply to the project "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO".

c. The Parties to the SLA shall use reasonable endeavors to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Project's data, facilities or Confidential Information.

d. The Vendor shall upon reasonable request by the "ITPO" or its nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

e. The Parties under the SLA shall promptly report in writing to each other any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at project location.

f. Any private, proprietary or classified information of the disclosing party which has to be made available by the receiving party to a third party , shall be submitted to such a third party with the same restrictions as included in this Article.

g. Vendor undertakes to meet the laid down security requirements/stipulations. All the matters related to the Agreement will be treated as classified and highly confidential and shall not be communicated to anybody (except for the purpose of this MSA) or published/advertised without the consent of the "ITPO".

3.5 CO-OPERATION

Except as otherwise provided elsewhere in this MSA or the SLA, each Party ("Providing Party") to this MSA or to the SLA undertakes promptly to provide the other Party ("Receiving Party") with all such information and co-operation which the Receiving Party reasonably requests, provided that such information and co-operation:

- is reasonably required by the Receiving Party in order for it to comply with its obligations under this MSA or the SLA; and

- is not Confidential Information; and

- is capable of being provided by the Providing Party

4. ARTICLE IV – FINANCIAL TERMS

4.1 TERMS OF PAYMENT

a. In consideration of the Services and subject to the provisions of this MSA and of the SLA, the "ITPO" shall pay the Vendor, in accordance with the Terms of Payment Schedule (Schedule VI of this MSA).

b. All payments are subject to the application of SLA penalties and liquidated damages, defined and provided for in this MSA and the SLA. It is clarified here that the "ITPO" will pay for the service credits as stated in accordance with the Terms of Payment Schedule (Schedule VI of this MSA) and the "ITPO" can also calculate a financial sum and debit the same against the terms of payment as defined in the Terms of Payment Schedule as a result of the failure of the Vendor to meet the Service Level under the SLA, such sum being determined in accordance with the terms set out in this MSA and the SLA.

c. Except as otherwise provided for herein or as agreed between the Parties in writing, the "ITPO" shall not be required to make any payments in respect of the Services other than those covered by the terms of payment as stated in the Terms of Payment Schedule (Schedule VI of this MSA).

4.2 INVOICING AND SETTLEMENT

The provisions of the Invoicing & Settlement Schedule (Schedule V of this MSA) shall apply.

4.3 TAX

a. "ITPO" shall be entitled to deduct taxes from the amounts due and payable to the Vendor wherever applicable as per the Applicable Laws. The Vendor shall pay for all other taxes in connection with the Agreement, and SLA including, but not limited to, property, sales, use, excise duty, service tax, value-added, goods and services, consumption and other similar taxes or duties. The "ITPO" shall provide Vendor with the original tax receipt of any withholding taxes paid for the project "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" on payments under the Agreement. The Vendor agrees to reimburse and hold the "ITPO" harmless from any deficiency (including penalties and interest) relating to taxes that are its responsibility under this paragraph. For the purposes of this MSA, taxes shall include taxes incurred on transactions connected with the Project involving the "ITPO", the Vendor and/or any third party subcontractors.

b. In the event of any increase or decrease of the rate of taxes due to any statutory notification/s during the Term the consequential effect shall be to the account of the Vendor.

c. The Parties shall cooperate to enable each party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible. In connection therewith, the Parties shall provide each other with (i) any resale certificates, (ii) any relevant information regarding use of out-of-state materials, equipment or services and (iii) any exemption certificates or information reasonably requested by the other Party.

5. ARTICLE V: BREACHES, RECTIFICATION AND TERMINATION

5.1   BREACH, RECTIFICATION AND TERMINATION

In the event that either Party is in material breach of its obligations under this MSA or the SLA, the aggrieved Party may terminate this MSA upon notice to the other Party. Any notice served pursuant to this Article shall give reasonable details of the material breach, which could include the following events:

a.   If there is breach which translates into default in providing Services by the Vendor pursuant to the Agreement, continuously for more than three (3) days, then the "ITPO", will serve a seven day notice to Vendor for curing such breach. In case the breach continues after the notice period, the "ITPO" will have the option to terminate the MSA at the end of the notice period.

b.   In case there is a delay of more than four (4) weeks in completion of the Project Implementation Phase by the Vendor, the "ITPO" may terminate this MSA after affording a reasonable opportunity to the Vendor to explain the circumstances leading to such a delay.

c.   The right of the "ITPO" to terminate the MSA and the SLA pursuant to this Article 5.1 shall be without prejudice to any other rights and remedies available to the "ITPO" including without limitation invoking the Performance Guarantee.

5.2   TERMINATION ON OTHER GROUNDS

Without prejudice to any other rights and remedies available to the "ITPO", the "ITPO" may serve written notice on Vendor at any time to terminate this MSA with immediate effect in the following events:

a.   In the event of change of Management Control of the Vendor.

b.   In the event the Vendor has merged, amalgamated such that the net worth of the surviving entity is less than that of Vendor prior to such merger or amalgamation.

c.   In the event of a reasonable apprehension of bankruptcy of the Vendor:

   i)   Vendor shall in the event of an apprehension of bankruptcy immediately inform the "ITPO" well in advance (at least 3 months) about such a development;

   ii)   Conversely if the "ITPO" apprehends a similar event regarding the Vendor, he/ she can exercise the right of termination in the manner stated hereinabove.

d.   It is clarified that in case of events set out in Article 5.2 (a) and Article 5.2 (b), the "ITPO" may, as instead of terminating the MSA, at it's sole discretion, require a full performance guarantee of the obligations of the Vendor by a guarantor acceptable to the "ITPO". If such a guarantee cannot be procured within 30 days of the "ITPO"'s demand therefore, the "ITPO" shall terminate this MSA in accordance with this Article.

e.   On termination of this MSA for any reason, the SLA shall automatically terminate forthwith and the "ITPO" will decide the appropriate course of action.

f.   The termination provisions set out in Article V of this MSA shall apply to the SLA and "this MSA" used in this Article shall be deemed to refer to the SLA.

5.3   EFFECTS OF TERMINATION

a.   In the event that the "ITPO", or the Vendor, terminates this MSA pursuant to Article 5.1 and 5.2, compensation will be decided in accordance with the Terms of Payment Schedule (Schedule VI of this MSA).

b.   Upon termination of this MSA, the Parties will comply with the Exit Management Schedule (Schedule II of this MSA).

5.4   FRAUD BY PERSONNEL OF VENDOR

"ITPO" reserves its right to initiate civil as well as criminal action against the agents/ employees of the Vendor for fraud or misappropriation, besides claiming damages and indemnification. The management of the Vendor would also be made liable for action in case of fraud, under the applicable laws and "ITPO" may terminate of the MSA and SLA, if "ITPO" finds it necessary to do so.

6. ARTICLE VI: PROTECTION AND LIMITATIONS

6.1 WARRANTIES

a.   The Vendor warrants and represents to the "ITPO" that:

(i)   it has full capacity and authority and all necessary approvals to enter into and to perform its obligations under the Agreement;

(ii)   this MSA is executed by a duly authorized representative of Vendor;

(iii) it shall discharge its obligations under this MSA with due skill, care and diligence so as to comply with Article 2.4.

(iv)   there are no actions, suits or proceedings pending or to its best knowledge, threatened against or affecting it before any court, administrative body or arbitral tribunal which might materially and adversely affect its ability to meet or perform any of its obligations under this MSA and the SLA.

(v)   it has the financial standing and capacity to undertake the "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" in accordance with the terms of this MSA and the SLA.

(vi) the execution, delivery and performance of this MSA and the SLA will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum of association and articles of association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.

(vii) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government authority which may result in any Material Adverse Effect on its ability to perform its obligations under this MSA and/or the SLA no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this MSA and/or the SLA.

(viii) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this MSA and/or the SLA.

(ix) no representation or warranty by it contained herein or in any other document furnished by it to the "ITPO" or its nominee including the Proposal or to any Government Authority contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.

(x) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Agreement or entering into this MSA or for influencing or attempting to influence any officer or employee of the "ITPO" in connection therewith.

b. In the case of the SLA, the Vendor additionally warrants and represents to the "ITPO", that:

(i) the Vendor has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLA and to provide the Services;

(ii) the SLA has been executed by a duly authorized representative of the Vendor;

(iii) the Vendor is experienced in managing and providing works similar to the Services and that it will perform the Services with all due skill, care and diligence so as to comply with Article 2.4;

(iv) the Services will be provided and rendered by appropriately qualified, trained and experienced personnel;

(v) Vendor has and will have all necessary licenses, approvals, consents of third parties and all necessary technology, hardware and software to enable it to provide the Services;

(vi) the Services will be supplied in conformance with all applicable laws, enactments, orders and regulations;

(vii)   Vendor will use its reasonable endeavors to ensure that the equipment, software and hardware supplied and/or used in the course of the provision of the Services, are updated, new, operational and functional; and

(viii)   if Vendor uses, in the course of the provision of the Services, components, equipment, software and hardware manufactured by any third party which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass through third party manufacturer's warranties relating to those components, equipment, software and hardware to "ITPO" to the extent possible. In the event that such warranties cannot be enforced by the "ITPO", the Vendor will enforce such warranties on behalf of the "ITPO" and pass on to the "ITPO", the benefit of any other remedy received in relation to such warranties.

c. Warranties regarding Project Assets :- Without limiting the warranty obligations set out in the RFP, the Vendor warrants that:

(i)   the Project Assets purchased by it on behalf of "ITPO" pursuant to the Agreement conform to technical specifications prescribed in RFP and shall perform according to the said technical specifications. The Vendor further warrants that such Assets are of latest version, non-refurbished, unused and recently manufactured. They shall not be nearing end of sale/ end of support.

(ii)   The Project Assets shall be free from all encumbrances and defects / faults arising from design, material, manufacture or workmanship or from any act or omission of the Vendor that may present a snag/fault, under normal use of the same.

d. Representations and warranties of "ITPO" : "ITPO" represents and warrants to the Vendor that

(i)   It has full power and authority to execute, deliver and perform its obligations pursuant to the Agreement.

(ii)   It has taken all necessary action to authorize the execution, delivery and performance of this MSA and the SLA.

e. In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under the Agreement.

f. Notwithstanding what has been stated elsewhere in this MSA and the Schedules attached herein, in the event the Vendor is unable to meet the obligations pursuant to the implementation of the Projects and/or provide the Operations and Maintenance Services and any related scope of work as stated in this MSA and the Schedules attached herein, the "ITPO" will, inter alia, have the option to invoke the Performance

Guarantee after serving a written notice fifteen days in advance on the Vendor. Such right of the "ITPO" shall be without prejudice to any other rights or remedies available under law or contract.

6.2 THIRD PARTY CLAIMS

a. Subject to Article 6.2(b) below, Vendor (the "Indemnifying Party") undertakes to indemnify the "ITPO" (the "Indemnified Party") from and against all losses, claims or damages on account of bodily injury, death or damage to tangible personal to any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this MSA or the SLA.

b. The indemnities set out in Articles 6.2 shall be subject to the following conditions:

   (i)   the Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

   (ii)   the Indemnified Party may at its option (but shall not be obligated to), at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defense;

   (iii)   if the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnified Party may at its option participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnifying Party will be included in Losses;

   (iv)   the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;

   (v)   all settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; and (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

   (vi)   the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;

6.3   LIMITATION OF LIABILITY

a.   Notwithstanding any other term, there shall be no limitation of liability in case of (i) any damages for bodily injury (including death) and damage to real property and tangible personal property and willful fraud and/or (ii) the intellectual property infringement claims as per Article 7.

b.   In all other cases not covered by 'a' above, the total financial liability of the Vendor shall be limited to the entire contract value.

c.   Neither this MSA nor the SLA grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this MSA or the SLA, as the case may be.

6.4   FORCE MAJEURE

a.   Neither Party to this MSA or to the SLA shall be liable to the other for any loss or damage which may be suffered by the other due directly to the extent and for the duration of any cause beyond the reasonable control of the Party unable to perform ("Force Majeure") events such as but not limited to acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labor disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article.

b.   The Party seeking to rely on Force Majeure shall promptly, within two (2) days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense with particulars detailed in writing to the other Party and shall demonstrate that it has taken and is taking all reasonable measures to mitigate the events of Force Majeure.

c.   In the event the Force Majeure substantially prevents, hinders or delays the Vendor's performance of Services necessary for project's implementation or the operation of Project's critical business functions for a period in excess of three (3) days, the "ITPO" may declare that an emergency exists. ITPO will issue a notice to the Vendor to resume normal services for all services within a period of five(5) days. In the event the Vendor is not able to resume services within 5 days, ITPO may terminate the Agreement and/or obtain substitute performance for an alternate supplier. However, when the situation arising out of Force Majeure comes to an end in the assessment of "ITPO", the following conditions shall apply:

    i)   Prior to commencement of operations: If the event of Force Majeure had occurred prior to commencement of operations, upon its coming to an end the Vendor shall resume normal activities under the Agreement immediately. The "ITPO", if it considers it necessary, may grant an

extension of time to the Vendor for resuming normal activities under this MSA. If the Vendor does not resume normal activities immediately or within the extended period, if any, granted by the "ITPO", the "ITPO" will have the option to invoke the Performance Guarantee, obtain substitute performance from an alternate supplier at the cost of Vendor and/or terminate this MSA.

    ii) Post commencement of operations: If Force Majeure had occurred post commencement of operations, upon its coming to an end, the Vendor shall resume normal services under this MSA immediately. The "ITPO", if he considers it necessary, may grant an extension of time to the Vendor for resuming normal services under this MSA. However, the "ITPO", or its nominee will deduct, for each day of the extension period, 0.25% of the contract value. If normal services are not resumed immediately or within the extended time, the "ITPO", will have the option to invoke the Performance Guarantee and/or terminate the Agreement.

d. All payments pursuant to termination due to Force Majeure event shall be in accordance with the Terms of Payment Schedule (Schedule VI of this MSA).

e. Notwithstanding the terms of this Article, the failure on the part of the Vendor under the MSA or terms under the SLA to implement any disaster contingency planning and back-up and other data safeguards against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.

6.5   DATA PROTECTION AND USE

a. In the course of providing the Services, the Vendor may be compiling, processing and storing proprietary Project Data relating to the users.

b. The Vendor and each user are responsible for complying with its respective obligations under the applicable data protection laws and regulations governing the Project Data.

c. The Vendor is required to perform or adhere to only those security measures concerning the ITPO Data which were in place (i) as of the Effective Date, and (ii) those made available to it in writing from time to time by "ITPO"

d. As a processor of Project Data, the Vendor will process Project Data in accordance with the terms of this MSA.

e. The Vendor shall not transfer any Project Data unless otherwise authorized by the "ITPO", department in this regard.

f. Upon reasonable written request from a Party to the SLA, the other Party to the SLA will provide the requesting Party with such information that it has regarding the Project, Data and its processing which is necessary to enable the requesting party to comply with its obligations under the applicable data protection law or regulation.

6.6   CONFIDENTIALITY

a. The "ITPO", department may permit the Vendor to come into possession of confidential public records as per the needs of the project and the Vendor shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.

b. Additionally, the Vendor shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/ facilities.

c. Vendor shall be prohibited from using the project "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" related data in whatever manner, for purposes other than handling transactions through the "Enterprise Resource Planning Application" system. Vendor shall undertake, on behalf of its agents and employees, that no project "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" related data shall be copied in any manner (paper, electronic, or human memory) and transferred to any entity (human or machine) other than that being, through the system, for delivering job responsibilities defined for each individual.

d. The "ITPO", department shall retain all rights to prevent, stop and if required take the necessary punitive action against the Vendor regarding any forbidden disclosure.

e. All documents, information and reports relating to the assignment would be handled and kept strictly confidential and not shared/published/supplied or disseminated in any manner whatsoever to any third party, except with ITPO's written permission. In this regard vendor has to enter into Non Disclosure Agreement (NDA) with ITPO as per **Annexure C2.**

f. The aforesaid provisions shall not apply to the information:

    i)   already in the public domain; and

    ii) Disclosed to the public due to a court order or under the Right to Information Act; and

    iii) Information required to be furnished to the Parliament and/or its Committees

6.7   AUDIT, ACCESS AND REPORTING

a. The Parties shall comply with Audit, Access and Reporting Schedule provided in Schedule III of this RFP.

b. The Vendor shall, on request, allow access to the "ITPO" and its nominees to all information which is in the possession or control of the Vendor, which relates to the provision of the Services as set out in the Audit, Access and Reporting Schedule and is reasonably required to comply with the terms of the Audit, Access and Reporting Schedule.

7. ARTICLE VII: INTELLECTUAL PROPERTY

a. Except to the extent otherwise expressly provided in this MSA, the "ITPO" shall retain exclusive intellectual property rights to the all types of Software, forms and the compilations of the project "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" to which the "ITPO" has exclusive rights and nothing herein shall or will be construed or deemed to grant to the Vendor any right, title, license, sub-license, proprietary right or other claim against or interest in, to or under (whether by estoppels, by implication or otherwise) to the aforesaid rights.

b. Without limiting the generality of Article 7.a and except to the extent otherwise expressly agreed by the Parties to this MSA or the SLA in writing, nothing contained in this MSA or the SLA shall or will be construed or deemed to grant to the Vendor or its respective affiliates/nominees any right, title, license or other interest in, to or under (whether by estoppels, by implication or otherwise) any logo, trademark, trade name, service mark or similar designations of the Project or any confusingly similar designations of the Project.

c. Subject to any sole or exclusive rights granted by the "ITPO" to a third party prior to the Effective Date, the "ITPO" grants to the Vendor or its nominated agencies, solely in their performance of Services for Project non-exclusive, paid-up, royalty-free right and license during the Term of this MSA (but not the right to sub-license) to use the Project Data including the right to copy, perform, display, execute, reproduce, modify, enhance and improve the Project Data to the extent reasonably necessary or useful for the provision of Services hereunder.

d. The Vendor shall not use the Project Data for any other purpose other than for the purpose of providing the Services.

e. The Vendor shall indemnify, defend and hold harmless "ITPO" and their respective officers, employees, successors and assigns, from and against any and all losses, claims or liabilities arising from claims by third parties that any Deliverable (or the access, use or other rights thereto) created by Vendor pursuant to the Agreement, and/or the SLA, or Project Assets, information, methods of operation or other intellectual property (or the access, use or other rights thereto) provided by Vendor or sub-contractors to the Vendor pursuant to the Agreement or the SLA (i) infringes a copyright enforceable in India, (ii) infringes any intellectual property rights including without limitation industrial right and/or patent issued in India, or (iii) constitutes misappropriation or unlawful disclosure or use of another Party's trade secret under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) "ITPO" ; (B) third parties (i.e., other than Vendor or Vendor's sub-contractors) at the direction of "ITPO".

f. If, as a result of Infringement Claims, "ITPO" or its nominees or its employees or intended users are injuncted from using such Project Assets or Deliverables or any part thereof or is likely to be injuncted, Vendor, at its expense, shall (i) modify such Project Asset and/or Deliverables (provided its functionality is not impaired) so that it is no longer infringing and obtains a certificate to the said effect from the party claiming infringement, (ii) replace such Project Asset and/or Deliverables with a functionally equivalent

the same, or (iii) obtain the right for the "ITPO" to continue using the such Project Assets and/or Deliverables. Such remedies shall not be deemed to be the exclusive remedies for this Article, but shall be in addition to all other remedies available at law or contract to the "ITPO".

g. If Vendor uses in the course of the provision of the Services any Third Party System it will use all commercially reasonable endeavors to pass to the "ITPO" such third party's warranties relating to such Third Party Systems. In the event that such warranties cannot be passed through to or enforced by the "ITPO", the Vendor will enforce such warranties on "ITPO"'s behalf and account to "ITPO" for doing so. For a third party product supplied under this MSA, the Vendor shall pass on to the "ITPO" all the indemnities offered by such third party.

h. All rights, title and interest in and to, and ownership in, Project Proprietary Information shall remain solely with the "ITPO". Vendor shall be entitled to use such Project Proprietary Information only during the Term and only for the purposes of providing the Services or to the extent necessary for Vendor's normal operational, repair and maintenance purposes related to the Services. The "ITPO" shall retain ownership of all intellectual property rights related to Project Proprietary Information.

i. All rights, title and interest in and to, and ownership in, Vendor Proprietary Information ("Project Proprietary Information"), shall remain solely with Vendor. The Vendor will upon the award of the contract for "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" in its favor, declare the status of all the Vendor Proprietary Information along with documentary support sufficient to establish its sole legal rights in the aforesaid Proprietary Information to the "ITPO". This Proprietary Information shall refer to that which has been owned by the Vendor prior to commencement of the Agreement. Additionally, any software that may be acquired from third parties during the term of the MSA and that which may be developed by the Vendor during the course of the Agreement specifically for "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO" shall not be considered as Vendor Proprietary Information.

j. With respect to ownership of the Deliverables and intellectual property rights in them, the Parties agree that the following shall apply:

i) All the rights, title, interest and ownership of the Deliverables and their intellectual property rights provided to "ITPO" by Vendor during the course of its performance under this MSA, and/or the SLA which includes but is not limited to Software shall vest in "ITPO" immediately on creation ,. To the extent that the Vendor Proprietary Information is incorporated within the Deliverables, Vendor and its employees engaged hereby grant to "ITPO" a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), transport to "ITPO" at facilities and locations provided by "ITPO", and prepare from them, use and copy derivative works for the benefit of and internal use of project, of such Vendor Proprietary Information. The "ITPO"'s rights pursuant to the preceding sentence include the right to disclose such Vendor Proprietary Information to third party contractors solely for use on the

Project provided that all such third party contractors execute, deliver and comply with any customary confidentiality and nondisclosure agreements reasonably required by the "ITPO".

ii) If Vendor proceeds to apply for, or assign to any third party, any patent rights relating to the Vendor Proprietary Information referred to in the above clause, the Vendor will ensure that the "ITPO"'s rights as provided herein are preserved.

k. The "ITPO" hereby grants to Vendor a non-exclusive right and license to access and use the Project Proprietary Information solely for the purpose of providing Services to "ITPO" pursuant to this MSA and the SLA. Such right and license shall terminate upon the expiration or termination of this MSA.

l. Upon the expiry or termination of this MSA, Vendor shall undertake the actions set forth below in this Article to assist the "ITPO" to procure replacement services equivalent to Services provided hereunder.

i) The Vendor undertakes to negotiate in good faith with the "ITPO" and any relevant Replacement Vendor in respect of commercial terms applying to grant of rights in respect of intellectual property rights relating to the Vendor Proprietary Information and which the "ITPO" and any relevant Replacement Vendor require to enable them to provide or receive services substantially equivalent to the Services hereunder.

ii) In respect of Vendor's usage of third party Intellectual Property Rights, the Vendor undertakes to assist the "ITPO" to secure such consents or licenses from such third parties as are necessary to enable the "ITPO" to receive services substantially equivalent to the Services hereunder. The obligations of the Vendor under this Article shall be considered part of the services performed by the Vendor under the Exit Management Services.

8. ARTICLE VIII: MISCELLANEOUS

8.1 CONFIDENTIALITY

a. The Vendor recognizes that during the term of this MSA and the SLA, sensitive data will be procured and made available to it, its agents and others working for or under the Vendor. Further Vendor also recognizes that any improper and unauthorized disclosure or usage of the data by any such recipient may constitute a breach of applicable laws causing harm not only to the "ITPO" but also to the concerned citizens. The Vendor, its subcontractors and agents shall demonstrate utmost care, sensitivity and strict confidentiality in respect of all such information.

Each Party agrees as to any Confidential Information disclosed by a Party to this MSA or the SLA (the "Discloser") to the other Party to this MSA or the SLA (the "Recipient"):

▪ to take such steps necessary to protect the Discloser's Confidential Information from unauthorized use, reproduction and disclosure as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care; and

- to use such Confidential Information only for the purposes of this MSA or the SLA or as otherwise expressly permitted or expressly required by this MSA or the SLA or as otherwise permitted by the Discloser in writing; and

- not, without the Discloser's prior written consent, to copy the Confidential Information or cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this MSA or the SLA, or as required in connection with Recipient's use as permitted under this Article, or as needed for the purposes of this MSA or the SLA, provided that any proprietary legends and notices (whether of the Discloser or of a Third Party) are not removed or obscured; and

- not, without the Discloser's prior written consent, to disclose, transfer, publish or communicate the Confidential Information in any manner to any person except as permitted under this MSA or the SLA.

- limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information and materials in the manner prescribed in this MSA; and

- Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Discloser of such disclosure in writing and immediately return to the Discloser all such Information and materials, in whatsoever form, including any and all copies thereof.

b. The restrictions of this Article shall not apply to Confidential Information that:

- is or becomes generally available to the public through no breach of this Article by the Recipient; and

- was in the Recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; and

- is obtained by the Recipient independently of any of Discloser's Confidential Information; and

- is rightfully obtained by the Recipient from third parties authorized at that time to make such disclosure without restriction; and

- is identified in writing by the Discloser as no longer proprietary or confidential; or

- is required to be disclosed by law, regulation or Court Order or under the Right to Information Act, or to be furnished to the Parliament and/or its Committees, provided that the Recipient gives prompt written notice to the Discloser of such legal and regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

c. To the extent that such disclosure is required for the purposes of this MSA or the SLA, Recipient may disclose Confidential Information to:

- its employees, agents and independent contractors and to any of its affiliates and their respective independent contractors or employees but all of them should in turn be bound to maintain the confidentiality referred to herein on their part ; and

- its professional advisors and auditors, who require access for the purposes of this MSA or the SLA, whom the Recipient has informed of its obligations under this Article and in respect of whom the Recipient has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. The Recipient may also disclose Confidential Information to any entity with the Discloser's prior written consent.

d. The provisions of this Article shall survive the expiration or any earlier termination of this MSA.

e. Confidential Information shall be and remain the property of the Discloser and nothing in this Article or Agreement shall be construed to grant either Party any right or license with respect to the other Party's Confidential Information otherwise than as is expressly set out in this MSA.

f. Subject as otherwise expressly provided in this MSA all Confidential Information in tangible or electronic form under the control of the Recipient shall either be destroyed, erased or returned to the Discloser promptly upon the earlier of: (i) the written request of the Discloser, or, (ii) termination or expiry of this MSA or, in respect of the SLA, the termination or expiry of the SLA. Notwithstanding the forgoing, both Parties may retain, subject to the terms of this Article, a reasonable number of copies of the other Party's Confidential Information solely for confirmation of compliance with the confidentiality obligations of the Agreement.

g. Both Parties agree that monetary damages would not be a sufficient remedy for any breach of this Article by the other Party and that the "ITPO" and Vendor, as appropriate, shall be entitled to equitable relief, including injunction and specific performance as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by a Party of this Article, but shall be in addition to all other remedies available at law or equity to the damaged Party including the right to terminate the MSA and the SLA.

h. In connection with the Services, Vendor may from time to time undertake one or more quality assessment reviews for the purpose of improving "Enterprise Resource Planning Application for ITPO". In order for such reviews to be frank and candid, for the greatest benefit to "ITPO" and Vendor, they shall be kept confidential to the greatest extent possible. The Parties agree that any documentation created in connection with such quality assessment reviews shall be Confidential Information of Vendor which is licensed to "ITPO" for any internal use except that in no event shall such documentation or the results of such reviews be discoverable or admissible (or used for any purpose) in any arbitration or legal proceedings against Vendor related to the Agreement or the Services.

8.2 PERSONNEL

a. Personnel assigned by the Vendor to implement the "Enterprise Resource Planning Application for ITPO" and perform the Services shall be permanent employees of the Vendor, and under no circumstances will such personnel be considered employees of "ITPO". The Vendor shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all applicable laws and the "ITPO" shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of employee, agents, contractors, and subcontractors of Vendor

b. The Vendor shall use its best efforts to ensure that sufficient Vendor's personnel are employed to perform the Services, and also that such personnel have appropriate qualifications to perform the Services. The "ITPO" shall have the right to require the removal or replacement of any Vendor personnel performing work under the Agreement. In the event that the "ITPO" requests that any Vendor personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 3 working days.

c. The Vendor shall also be responsible to train specified employees of the "ITPO" with regard to the Services being provided by the Vendor as and when required by the "ITPO" during the Term. The parameters of the training required for these employees of the "ITPO" shall be communicated by the "ITPO" to the Vendor periodically and shall be in accordance with the latest procedures and processes available in the relevant areas of work.

d. In the event the "ITPO" identifies any personnel of Vendor as "Key Personnel", then the Vendor shall not remove such personnel without the prior written consent of the "ITPO" under the applicable terms of this MSA and/or the SLA.

e. Except as stated in this Article, nothing in this MSA or the SLA will limit the ability of Vendor or any Vendor freely to assign or reassign its employees; provided that Vendor shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. The "ITPO" shall have the right to review and approve Vendor's plan for any such knowledge transfer. Vendor shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.

f. Each Party shall be responsible for the performance of all its obligations under this MSA or the SLA and shall be liable for the acts and omissions of its employees and agents in connection therewith.

g. Liability for the Actions of the Personnel

   i) The Vendor agrees to be responsible for managing the activities of its personnel or the personnel of its subcontractors and shall be accountable for both.

ii) The Vendor shall be the principal employer of the employees, agents etc. engaged by it and shall be liable for all the acts, deeds or things, whether the same is within the scope of instructions or outside the scope of instructions set out in the Agreement.

iii) The Vendor agrees to hold the "ITPO", its successors, assignees employees, representatives and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the "ITPO" through the action of the Vendor's employees, agents, contractors, subcontractors, etc.

h. Deployment of functional personnel at ITPO's office, Delhi (onsite) as per clause 15.1 of Part A of RFP.

8.3 INDEPENDENT CONTRACTOR

Nothing in this MSA or the SLA shall be construed as establishing or implying any agency, partnership or joint venture between the Parties to this MSA or the SLA and, except as expressly stated in this MSA or the SLA, nothing in this MSA or the SLA shall be deemed to constitute any of the Parties as the agent of any other Party or authorizes either Party (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of or otherwise bind or oblige the other Party, or (iv) to commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent.

8.4 SUB-CONTRACTORS

Subcontracting /outsourcing in any form is not permitted except in the following conditions.
- ✓ Digitization of Records / information where the manual records are required to be converted into Digital data.
- ✓ As permitted under the contract in the form of 3rd party audits, if required.

However, sub-contractors may be hired by the Vendor only with explicit approval from ITPO to undertake the job. The primary responsibility of the completion of the assigned portion of the contractual job lies with the Vendor. It is clarified that the Vendor shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors. The Vendor undertakes to indemnify the "ITPO" or its nominated agencies from any claims on the grounds stated hereinabove.

8.5 ASSIGNMENT

a. The Vendor shall not assign this MSA or the SLA or its rights or its duties under this MSA or the SLA either in whole or in part without the prior written consent of the "ITPO", and any attempted assignment or

delegation without such consent will be null and void. It is understood that transfer of [25%] or more voting share capital of the Vendor by one transaction or a series of transaction in favor of any person or a group persons shall inter-alia be considered and deemed to an assignment/transfer of this MSA or the SLA and shall require prior written consent of the "ITPO".

8.6 TRADEMARKS, PUBLICITY

a. Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to the Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed.

8.7 NOTICES

a. Any notice or other document, which may be given by either Party under this MSA, shall be given in writing in person or by pre-paid recorded delivery post or by facsimile transmission.

b. In relation to a notice given under this MSA, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

> **"ITPO"**
> Address: ……………….
> Tel: ………………………
> Fax: ………………………
>   ……………………..
> **Vendor:**
> Address: ……………….
> Tel: ………………………
> Fax: ………………………

c. Any notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 10.00 am and 6.00 pm on a working day at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by post).

d. Either Party to this MSA may change its address, telephone number, and facsimile number for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

8.8 VARIATIONS AND FURTHER ASSURANCE

a. No amendment, variation or other change to this MSA or the SLA shall be valid unless authorized in accordance with the change control procedure as set out in the Change Control Schedule and made in writing and signed by the duly authorized representatives of the Parties.

b. Each Party agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this MSA or the SLA.

8.9   SEVERABILITY AND WAIVER

a. If any provision of this MSA or the SLA, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this MSA or the SLA or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

b. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this MSA or the SLA of any right, remedy or provision of this MSA or the SLA shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision. Without limiting the foregoing, no waiver by a Party of any breach by the other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

8.10 COMPLIANCE WITH LAWS AND REGULATIONS

a. Each Party to this MSA accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all Applicable Laws, rules and regulations. For the avoidance of doubt, the obligations of the Parties are subject to their respective compliance with all applicable laws and regulations.

8.11 ETHICS

a. The Vendor represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of "ITPO", or its nominated agencies in connection with the Agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of "ITPO"'s standard policies and may result in cancellation of this MSA and the SLA

8.12 ENTIRE AGREEMENT

a. This MSA the SLA, all schedules appended thereto and the contents and specifications of the RFP constitute the entire agreement between the Parties with respect to their subject matter, and supersedes all prior or contemporaneous negotiations, written or oral understandings and agreements, between the Parties regarding such subject matter. If there is any aspect of the Project not covered by any of the provisions of the Agreement, then and only in that event, reference may be made by the Parties to the Proposal. If there is any aspect of the Project not covered by any of the provisions of the Agreement and the Proposal, reference shall be made by the Parties to the other bid documents, issued by the "ITPO" and also including addendums, clarifications given in writing in the pre-bid meetings and the written submissions made by the Vendor but not otherwise.

8.13 SURVIVABILITY

a. The termination or expiry of this MSA or SLA shall in no event terminate or prejudice (a) any right or obligation arising out of or accruing under this MSA or SLA attributable to events or circumstances occurring prior to such termination or expiry; (b) the provisions of this MSA that by their nature are intended to survive the its termination or expiry.

9. ARTICLE IX: DISPUTES AND AMENDMENTS

9.1 DISPUTE RESOLUTION

Any dispute or difference whatsoever arising between the Parties to this MSA out of or relating to the construction, meaning, scope, operation or effect of the Agreement or the validity of the breach thereof, which cannot be resolved through the application of the provisions of the Governance Schedule, shall be dealt in accordance with the provisions set forth herein.

a. **Dispute Resolution Board**

In case of disputes or differences between the vendor and ITPO, arising out of or in connection with this indenture except those matters which are covered under the Public Premises (Eviction of Unauthorized Occupation) Act, 1971, same shall be referred to the Chairman and Managing Director of India Trade promotion organization or his nominee to act as a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and binding on the parties.

9.2 ARBITRATION

In case, a dispute is referred to arbitration, the arbitration proceedings shall be carried under the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by "ITPO" and the Vendor within 30 days of notice of either Party to refer the matter to Arbitration and the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties

to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding Arbitrator shall be appointed by the Chief Justice of the Delhi High Court.

Arbitration proceedings shall be held in Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by "ITPO" and the Vendor. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by each Party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is made; the Parties shall continue to perform all of their obligations under the Agreement without prejudice to a final adjustment in accordance with such award.

IN WITNESS WHEREOF the Parties have by duly authorized representatives set their respective hands and seal on the date first above written in the presence of:

WITNESSES:

1. (Name, Designation, Organization, and Signature)
2. (Name, Designation, Organization, and Signature)

[IMPLEMENTING AGENCY]

Signed   Signed

For and on behalf of the   For and on behalf of the

CMD, ITPO   _____ (Company name) _____

By: _____ (signature) _____   By: _____ (signature) _____

___ (Name and Designation) _____   _____ (Name and designation) ___

An authorized signatory duly nominated pursuant to Board Resolution No._____ dated_____ of the [Vendor]

SCHEDULES

1. SCHEDULE I: CHANGE CONTROL SCHEDULE

1.1 PURPOSE

This Schedule applies to and describes the procedure to be followed in the event of any proposed change to the Master Services Agreement ("MSA"), Project Implementation Phase, and Operation and Management SLA. Such change shall include, but shall not be limited to, changes in the scope of services provided by the Vendor and changes to the terms of payment as stated in the Terms of Payment Schedule (Schedule VI of this MSA).

The "ITPO" and the Vendor recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The Vendor will endeavor, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the Terms of Payment Schedule and the "ITPO" will work with the Vendor to ensure that all changes are discussed and managed in a constructive manner.

Due to the evolving environment, customization and changes in the implemented application (ERP, bespoke and third party software under the scope of work as defined in the RFP) as and when required by ITPO, will be carried out by Vendor over the operation and maintenance phase at no additional cost.

Any change request pertaining to the implementation of new process, not being part of scope of work as defined in the RFP, introduced by ITPO in the future shall only be out of scope of the project. Subsequent changes to those new processes will however come within the scope of the operations and maintenance activity of Vendor

1.2 CHANGE CONTROL NOTE ("CCN")

a. Change requests in respect of the MSA, the Project Implementation, or the Operation and Management SLA will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will complete Part A of the CCN attached as Schedule VII hereto. CCNs will be presented to the other Party's Project Manager who will acknowledge receipt by signature of the CCN.

b. The Vendor and the "ITPO", while preparing the CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and as detailed in the RFP and is suggested and applicable only after the testing, commissioning and certification of the Pilot Phase and the Project Implementation Phase as set

out in the Agreement. Also the value of additional work entrusted to Vendor shall not exceed 25% of agreement value during the Term.

c. It is hereby also clarified that the payment for the changes brought in after project certification and 'Go Live' date will be calculated on the basis of man-month rate quoted by the Vendor in its bid and estimated man-month effort to be submitted by the Vendor prior to taking up the change of control event and accepted by the "ITPO".

1.3   QUOTATION

a. The Vendor shall assess the CCN and complete Part B of the CCN. In completing Part B of the CCN the Vendor shall provide as a minimum:

  i)   a description of the change;

  ii)   a list of deliverables required for implementing the change;

  iii) a timetable for implementation;

  iv)   an estimate of the timelines or effort of any proposed change;

  v)   The unit of measure to cost the change (either the resource cost as indicated in the proposal or as an work element as mentioned in the proposal of Vendor)

  vi)   any relevant acceptance criteria;

  vii) an assessment of the value of the proposed change;

  viii) Material evidence to prove that the proposed change is not already covered within the scope of the project "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO", SLA, or MSA.

  ix)   Alternative options possible to address the change, if any and the implications of these alternative options.

b. Prior to submission of the completed CCN to the "ITPO", or its nominated agencies, the Vendor will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the Vendor shall consider the materiality of the proposed change in the context of the MSA, the Project Implementation, SLA affected by the change and the total effect that may arise from implementation of the change.

c. Materiality criteria will be established by the "ITPO" and the Vendor's Project Manager. Changes requiring no escalation of authority can be implemented. Discussion and agreement as to materiality will be held in accordance with the Governance Schedule (Schedule IV of this MSA).

1.4   COSTS

Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the Vendor meets the obligations as set in the CCN. In the event the Vendor is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by the Vendor.

1.5 REPORTING

Change requests and CCNs will be reported monthly to each Party's Project Managers who will prioritize and review progress.

1.6 OBLIGATIONS

The Vendor shall be obliged to implement any proposed changes once approval in accordance with above provisions has been given, with effect from the date agreed for implementation and within an agreed timeframe

2. SCHEDULE II: EXIT MANAGEMENT SCHEDULE

2.1   PURPOSE

a. This Schedule sets out the provisions, which will apply on expiry or termination of the Agreement.

b. In the case of termination of the MSA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

c. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

2.2   TRANSFER OF ASSETS

a. The "ITPO" shall be entitled to serve notice in writing on the Vendor at any time during the exit management period as detailed hereinabove requiring the Vendor and/or its sub contractors to provide the "ITPO" with a complete and up to date list of all the Project Assets excluding Listed Assets within thirty (30) days of such notice. The "ITPO" shall then be entitled to serve notice in writing on the Vendor at any time prior to the date that is thirty (30) days prior to the end of the exit management period requiring the Vendor to sell any of the Project Assets to be transferred to "ITPO" at book value as determined as of the date of such notice in accordance with the provisions of relevant laws.

b. Vendor shall handover the peaceful possession of Listed Assets to the "ITPO" within seven (7) days of the date of expiry or termination of the MSA.

c. In case of MSA being terminated by "ITPO", "ITPO" reserves the right to ask Vendor to continue running the project operations for a period of 6 months after termination orders are issued.

d. Upon service of a notice under this Article the following provisions shall apply:

   i)   in the event, if the Project Assets to be transferred are mortgaged to any financial institutions by the Vendor, the Vendor shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the "ITPO".

   ii) all risk in and title to the Project Assets to be handed over/transferred / to be purchased by the "ITPO" pursuant to this Article shall be transferred to "ITPO", on the last day of the exit management period.

   iii) the "ITPO" shall pay to the Vendor on the last day of the exit management period such sum representing the Net Block (procurement price less depreciation as per provisions of Companies Act) of the Project Assets to be transferred.

   iv) Payment to the outgoing Vendor shall be made to the tune of last set of completed transactions, subject to SLA requirements and for any Capital Expenditure component that has been accepted by "ITPO" but is pending for payment.

v) The outgoing Vendor will pass on to "ITPO" and/or to the Replacement Vendor, the subsisting rights in any leased properties/ licensed products on terms not less favorable to "ITPO"/ Replacement Vendor, than that enjoyed by the outgoing Vendor.

2.3   COOPERATION AND PROVISION OF INFORMATION

During the Exit Management Period:

a. the Vendor will allow the "ITPO" access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the "ITPO" to assess the existing services being delivered;

b. promptly on reasonable request by the "ITPO", the Vendor shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the Agreement relating to any material aspect of the services (whether provided by the Vendor or sub contractors appointed by the Vendor). The "ITPO" shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The Vendor shall permit the "ITPO" and/or any Replacement Vendor to have reasonable access to its employees and facilities as reasonably required by the "ITPO" to understand the methods of delivery of the services employed by the Vendor and to assist appropriate knowledge transfer.

2.4   CONFIDENTIAL INFORMATION, SECURITY AND DATA

a. The Vendor will promptly on the commencement of the exit management period supply to the "ITPO" the following:

    i) information relating to the current services rendered and performance data relating to it;

    ii) documentation relating to Project's Intellectual Property Rights;

    iii) project data and Confidential Information;

    iv) documentation relating to sub-contractors;

    v) all current and updated project data as is reasonably required for purposes of project or its nominated agencies transitioning the services to its Replacement Vendor in a readily available format specified by the "ITPO";

    vi) all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable project or its nominated agencies, or its Replacement Vendor to carry out due diligence in order to transition the provision of the Services to project or its nominated agencies, or its Replacement Vendor (as the case may be).

b. Before the expiry of the exit management period, the Vendor shall deliver to the "ITPO" all new or up-dated materials from the categories set out in Article above and shall not retain any copies thereof.

c. Before the expiry of the exit management period, unless otherwise provided under the MSA, the "ITPO" shall deliver to the Vendor all forms of Vendor confidential information, which is in its or its nominees or its user's possession or control.

2.5 EMPLOYEES

a. Promptly on reasonable request at any time during the exit management period, the Vendor shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the "ITPO" a list of all employees (with job titles) of the Vendor dedicated to providing the services at the commencement of the exit management period;

b. To the extent that any transfer regulation does not apply to any employee of the Vendor, Project, or its Replacement Vendor may make an offer of employment or contract for services to such employee of the Vendor and the Vendor shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the "ITPO" or any Replacement Vendor.

2.6 TRANSFER OF CERTAIN AGREEMENTS

On request by the "ITPO", the Vendor shall effect such assignments, transfers, licenses and sub-licenses as the "ITPO" may require in favor of the "ITPO", or its Replacement Vendor in relation to any equipment, lease, maintenance or service provision agreement between Vendor and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the "ITPO" or its Replacement Vendor.

2.7 RIGHTS OF ACCESS TO PREMISES

a. At any time during the exit management period, where Assets are located at the Vendor's premises, the Vendor will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) the "ITPO", and/or any Replacement Vendor in order to make an inventory of the Assets.

b. The Vendor shall also give the "ITPO" or its nominated agencies, or any Replacement Vendor right of reasonable access to the Vendor's premises and shall procure the "ITPO" or its nominated agencies and any Replacement Vendor rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the MSA as is reasonably necessary to migrate the services to the "ITPO" or its nominated agencies, or a Replacement Vendor.

2.8 GENERAL OBLIGATIONS OF THE VENDOR

a. The Vendor shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the "ITPO" or its nominated agencies or its Replacement vendor and which the Vendor has in its possession or control at any time during the exit management period.

b. For the purposes of this Schedule, anything in the possession or control of any Vendor, associated entity, or sub contractor is deemed to be in the possession or control of the Vendor.

c. The Vendor shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

2.9   EXIT MANAGEMENT PLAN

a. An Exit Management plan shall be furnished by Vendor in writing to the "ITPO" or its nominated agencies within 90 days from the Effective Date of this MSA, which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, and the SLA.

   i) A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

   ii) plans for the communication with such of the Vendor's sub contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;

   iii) (if applicable) proposed arrangements for the segregation of the Vendor's networks from the networks employed by the "ITPO" and identification of specific security tasks necessary at termination;

   iv) Plans for provision of contingent support to "ITPO" and Replacement Vendor for a reasonable period after transfer.

b. The Vendor shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

c. Each Exit Management Plan shall be presented by the Vendor to and approved by the "ITPO" or its nominated agencies.

d. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Vendor complying with its obligations under this Schedule.

e. In the event of termination or expiry of MSA, Project Implementation, or Operation and Management SLA, each Party shall comply with the Exit Management Plan.

f. During the exit management period, the Vendor shall use its best efforts to deliver the services.

g. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

3. SCHEDULE III: AUDIT, ACCESS AND REPORTING SCHEDULE

3.1 PURPOSE

This Schedule details the audit, access and reporting rights and obligations of the "ITPO" and the Vendor under the MSA, Project Implementation, Operation and Management SLA.

3.2 AUDIT NOTICE AND TIMING

a. As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavors to agree to a timetable for routine audits during the Project Implementation Phase and the Operation and Management Phase. During the Project Implementation Phase, the "ITPO" and thereafter during the Operation & Management Phase, the "ITPO" shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the Vendor any further notice of carrying out such audits.

b. The "ITPO" may conduct non-timetabled audits at his/ her own discretion if he/ she reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the Vendor, a security violation, or breach of confidentiality obligations by the Vendor, provided that the requirement for such an audit is notified in writing to the Vendor a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based. If the Vendor considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in the Governance Schedule (Schedule IV of this MSA).

c. The frequency of audits shall be on yearly basis (or as decided by "ITPO"), provided always that the "ITPO" shall endeavor to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the Vendor.

d. In addition to the above, there will be audits conducted by statutory bodies (e.g. CAG) as and when they are required to do it. Notwithstanding any condition given in the MSA, Vendor will have to provide these statutory bodies access to all the facilities, infrastructure, documents and artifacts of the Project as required by them and approved by the "ITPO", in writing.

3.3 ACCESS

a. The Vendor shall provide to the "ITPO" reasonable access to employees, subcontractors, suppliers, agents and third party facilities, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. The "ITPO" shall have the right to copy and retain copies of any relevant records. The Vendor shall make every reasonable effort to co-operate with them.

3.4 AUDIT RIGHTS

a. The "ITPO" shall have the right to audit and inspect suppliers, agents and third party facilities, data centers, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:

  i) The security, integrity and availability of all project data processed, held or conveyed by the Vendor on behalf of project and documentation related thereto;

  ii) That the actual level of performance of the services is same as specified in SLA;

  iii) That the Vendor has complied with the relevant technical standards, and has adequate internal controls in place; and

  iv) The compliance of the Vendor with any other obligation under the MSA and SLA.

b. For the avoidance of doubt the audit rights under this Schedule shall not include access to the Vendor's profit margins or overheads associated with any obligation under the MSA.

3.5 AUDIT RIGHTS OF SUPPLIERS & AGENTS

a. The Vendor shall use reasonable endeavors to achieve the same audit and access provisions as defined in this Schedule with suppliers and agents who supply labor, services, equipment or materials in respect of the services. The Vendor shall inform the "ITPO" prior to concluding any sub-contract or supply agreement of any failure to achieve the same rights of audit or access.

b. **REPORTING:** The Vendor will provide quarterly reports to the "ITPO" regarding any specific aspects of the Project and in context of the audit and access information as required by the "ITPO".

3.6 ACTION AND REVIEW

a. Any change or amendment to the systems and procedures of the Vendor, or agents, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.

b. Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to the "ITPO" or the appropriate Project Manager and the Vendor's Project Manager who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the MSA.

3.7 TERMS OF PAYMENT FOR COSTS OF AUDIT

The "ITPO" and the Vendor and its sub-contractors, if any, shall bear their own costs of any audits and inspections. The terms of payment are inclusive of any costs of the Vendor and the sub-contractor, for all reasonable assistance and information provided under the MSA, the Project Implementation, Operation and Management SLA by the Vendor pursuant to this Schedule.

3.8   RECORDS AND INFORMATION

For the purposes of audit in accordance with this Schedule, the Vendor shall maintain true and accurate records in connection with the provision of the services and the Vendor shall handover all the relevant records and documents upon the termination or expiry of the MSA.

4.   SCHEDULE IV: GOVERNANCE SCHEDULE

4.1   PURPOSE

The purpose of this Schedule is to:

i)   establish and maintain the formal and informal processes for managing the relationship between the "ITPO" and the Vendor (including the outputs from other Schedules to this MSA);

ii)   define the principles that both Parties wish to follow to ensure the delivery of the Services;

iii) ensure the continued alignment of the interests of the Parties;

iv)   ensure that the relationship is maintained at the correct level within each Party;

v)   create the flexibility to revise and maintain the relationship and this MSA during the Term;

vi)   Set out the procedure for escalating disagreements; and

vii) Enable contract administration and performance management.

4.2   GOVERNANCE STRUCTURE

a.   The Program Governance Structure to be put in place by "ITPO" will have the following units:

i)   Program Management Team

ITPO may constitute additional Team(s)/Committee(s) to co-ordinate/monitor project related activities and/or PMU activities.

b.   **Project Managers:** The relationship under the Agreement will be operated by the Project Managers appointed by each Party, who will provide the interface between the executive management of the respective Parties.

c.   Within one week following the signing of this MSA, the "ITPO" or its nominated agencies and the Vendor shall each appoint a Project Manager and one representative from the Project's nominated agencies (hereinafter the Project Manager.). In the case of client, the Project Manager will be an individual who is appointed by "ITPO". In the event that either Party wishes to substitute its Project Manager it will do so in the manner in which the original appointment is made and notify the other Party of such substitution as soon as reasonably practicable but at least fourteen working days prior to substitution.

d.   The Project Managers shall have responsibility for maintaining the interface and communication between the Parties.

e.   **Program Management Team:** "ITPO" will appoint a Program Management Team within 2 weeks of the signing of this MSA.

f.   The Program Management Team will meet formally on, at least, a fortnightly basis at a time and location to be agreed between them. These meetings will cover, as a minimum, the following agenda items: (i)

consideration of Performance Reports for previous period; (ii) consideration of matters arising out of the Change Control Schedule; (iii) issues escalated in accordance with the escalation procedure as set out in this Schedule; (iv) matters to be brought before the Program Management Team in accordance with the MSA and the Schedules; (v) any matter brought before the Program Management Team by the Vendor under this Article; and (vi) any other issue which either Party wishes to add to the agenda.

g. In the event that there is any material factor which affects the delivery of the Services or the terms of payment as stated in the Terms of Payment Schedule (Schedule VI of this MSA), the Parties agree to discuss in the Program Management Team any appropriate amendment to the MSA or any Service Level Agreements or Statement of Works including any variation to the terms of payment as stated in the Terms of Payment Schedule. Any variation so agreed shall be implemented through the change control procedure as set out in the Change Control Schedule (Schedule I of this MSA).

4.3   GOVERNANCE PROCEDURES

a. The Vendor shall document the agreed structures in a procedures manual.

b. The agenda for each meeting of the Program Management Team shall be set to reflect the discussion items referred to above and extraordinary items may be added either with the agreement of the Parties or at the request of either Party. Copies of the agenda for meetings of the Program Management Committee, along with relevant pre-reading material, shall be distributed at least one week in advance of the relevant meeting.

c. All meetings and proceedings will be documented; such documents to be distributed to both Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.

d. The Parties shall ensure as far as reasonably practicable that the Program Management Team shall resolve the issues and resolve the objectives placed before them and that members representing that Party are empowered to make relevant decisions or have easy access to empowered individuals for decisions to be made to achieve this.

5. SCHEDULE V – INVOICING AND SETTLEMENT SCHEDULE

a. In respect of its remuneration for the Services the Vendor shall be eligible to receive payments in accordance with the Terms of Payments Schedule (Schedule VI of this MSA). Subject to the specific terms of each Service Level Agreement, the Vendor submit its invoices in accordance with the following principles:

   i) The "ITPO" shall be invoiced by the Vendor for the Services. Generally and unless otherwise agreed in writing between the Parties or expressly set out in the Service Level Agreement, the Vendor shall raise an invoice as per the terms of payment as stated in this Schedule.

   ii) Any invoice presented in accordance with this Article shall be in a form agreed with the "ITPO".

b. Invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in the Terms of Payment Schedule shall be applied to the next payment invoice. The Vendor shall waive any charge for a Service that is not invoiced within six months after the end of the month in which the terms of payment as stated in the Terms of Payment Schedule relating to such Service are authorized or incurred, whichever is later.

c. The "ITPO" shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Vendor under this Schedule where the "ITPO" disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the escalation procedure as set out in the Governance Schedule (Schedule IV of this MSA). Any exercise by the "ITPO" under this Article shall not entitle the Vendor to delay or withhold provision of the Services.

d. The Vendor shall pay all their sub-contractors in a timely fashion in accordance with a mechanism, which will not prejudice the objective of Project.

6. SCHEDULE VI – TERMS OF PAYMENT SCHEDULE

a. The payment terms for the Vendor as part of the model will be as follows:

- The entire cost of implementation, certification, and services for making the project "Go-Live" would be borne by the Vendor. The Vendor would also factor in the ongoing operations and maintenance charges (spread over sixty (60) months from date of completion of stabilization period) in the commercial quote proposed quoted by the Vendor as part of his proposal.

- Cost of third party quality audits, if required, shall be borne by ITPO

  v. For the implementation phase, ITPO would make the payments as per the milestones defined below. The payment would be released on certification of work by "ITPO's Steering committee".

Milestone	Payment as percentage of "Phase-I - ERP Implementation Cost" as per Annexure B9 of Part B of this RFP
Sign off on SRS	10% (Ten Percent)
Successful completion of UAT & Training at HQ	5% (Five Percent)
Successful Go-Live at HQ	45% (Forty Five Percent)
Successful Go-Live at Regional Office (RO)	30% (Thirty Percent)
Satisfactory Operations for Two (2) year after Go-Live at HQ	10% (Ten Percent)

- For the post implementation services, ITPO shall make equated half-yearly payments to the Vendor based upon

  o Value in the bid amount for the Operation & Maintenance period

  o Adherence to SLA agreement between ITPO and Vendor

b. In the event of premature termination of the Agreement prior to the launch of Project, the Vendor shall not be eligible to receive any further compensation or payment from the date of termination.

c. In the event of the premature termination of the Agreement post-commencement of the operations, the Vendor would be eligible to be paid for the cost of the components installed by the Vendor and which might be taken over by ITPO, pursuant to the provisions of the Agreement, calculating the cost of the assets at the discounted book value.

7. SCHEDULE VII – CHANGE OF CONTROL NOTICE

Change Control Note	CCN Number:
Part A: Initiation	
Title:	
Originator:	
Sponsor:	
Date of Initiation:	
Details of Proposed Change	
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)	
Authorized by "ITPO"	Date:
Name:	
Signature:	
Received by the Vendor	Date:
Name:	
Signature:	
Change Control Note	**CCN Number:**

Part B : Evaluation	
(Identify any attachments as B1, B2, and B3 etc.) Changes to Services, charging structure, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.	
Brief Description of Solution:	
Impact:	
Deliverables:	
Timetable:	
Charges for Implementation: (including a schedule of payments)	
Other Relevant Information: (including value-added and acceptance criteria)	

Authorized by the Vendor	Date:
Name:	
Signature:	
Change Control Note	**CCN Number :**
Part C : Authority to Proceed	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	

Approved **Rejected** **Requires Further Information** (as follows, or as Attachment 1 etc.)	
For "ITPO" and its nominated agencies	**For the Vendor**
Signature	Signature
Name	Name
Title	Title
Date	Date

8. SCHEDULE VIII - OPERATIONS AND MAINTENANCE SERVICES SPECIFICATION

8.1 OPERATIONS AND MAINTENANCE SERVICES:

a. Vendor shall provide warranty, AMC, and maintain the software infrastructure for all the deliverables provided to ITPO. The services shall be rendered at ITPO premises, if required. Vendor is expected to provide experienced and skilled personnel for providing services. The services covered under post implementation support include:-

- Comprehensive Annual Maintenance Support Services for sixty (60) months from date of completion of stabilization period on all the licensed software provided by the Vendor.

- Mandatory Operation & Maintenance services for sixty (60) months from date of completion of stabilization period of project. The services would include:-

  o Helpdesk and Client Side Support services.

  o Software maintenance and support services.

  o Application functional support services.

  o Comprehensive AMC option to ITPO for sixty (60) months from date of completion of stabilization period of project or part thereof from the completion date for ERP software.

8.2 OPERATION & MAINTENANCE SERVICES: SOFTWARE MAINTENANCE & SUPPORT SERVICES

1. Vendor shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements and maintenance.

2. If the Operating System or additional copies of Operating System are required to be installed / reinstalled / de-installed, the same should be done as part of AMC.

3. Vendor should carry out any requisite adjustments / changes in the configuration for implementing different versions of Application Software.

4. Updates/Upgrades/New releases/New versions. The Vendor shall provide and implement from time to time the Updates/Upgrades/New releases/New versions of the software and operating systems as required. The Vendor should provide upgrades, updates & patches of the ERP software and tools to ITPO as and when released by OEM without any cost to ITPO.

5. Vendor shall provide patches to the licensed software including the ERP software, operating system, databases and other applications.

6. Vendor shall provide complete manufacturer's technical support for all the licensed software problems and/or questions, technical guidance, defect and non-defect related issues. Vendor shall provide a single-point-of-contact for software support and provide licensed software support including but not limited to problem tracking, problem source identification, problem impact (severity) determination, bypass and recovery support, problem resolution, and management reporting.

7. The manufacturer's technical support shall at a minimum include online technical support and telephone support during the ITPO's business hours (Business hours in ITPO will be from 1000 hours to 1800 hours on weekdays (Mon-Fri) with access for ITPO and Vendor to the manufacturer's technical support staff to provide a maximum of 4 hour response turnaround time. There should not be any limits on the number of incidents reported to the vendor. ITPO shall have access to the online support and tools provided by the vendor. ITPO shall also have 24x7 access to a variety of technical resources including the vendor's knowledge base with complete collections of technical articles.

8. Tuning of ERP, Databases, third party software's and any other components provided as part of the solution to optimize the performance.

9. The Vendor shall apply regular patches to the licensed software including the operating system, databases and other applications as released by the OEMs.

10. Software License Management. The Vendor shall provide for software license management and control. Vendor shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements, and maintenance. Vendor should perform periodic audits to measure license compliance against the number of valid End User software licenses consistent with the terms and conditions of site license agreements, volume purchase agreements, and other mutually agreed upon licensed software terms and conditions and report to ITPO on any exceptions to Vendor terms and conditions, to the extent such exceptions are discovered.

11. The Vendor shall undertake regular preventive maintenance of the licensed software.

8.3 OPERATION & MAINTENANCE SERVICES: APPLICATION FUNCTIONAL SUPPORT SERVICES

1. The Application Functional Support Services contemplated herein shall be provided for all software procured and implemented by the Vendor. The Vendor shall render both on-site maintenance and support services to ITPO from the Project Development Site in ITPO. The scope of the services is as below:-

   a. Enhancements and defect fixes. Vendor shall incorporate technological changes, and provide enhancements as per the requests made by ITPO. Vendor shall perform minor changes, bug fixes, error resolutions and minor enhancements that are incidental to proper and complete working of the application.

b. Routine functional changes that include user and access management, creating new report formats, and configuration of reports.

c. Vendor shall provide user support in case of technical difficulties in use of the software, answering procedural questions, providing recovery and backup information, and any other requirement that may be incidental/ancillary to the complete usage of the application.

d. The Vendor shall migrate all current functionality to the new / enhanced version at no additional cost to ITPO and any future upgrades, modifications or enhancements.

e. The Vendor shall perform user ID and group management services.

f. The Vendor shall maintain access controls to protect and limit access to the authorized End Users of the ITPO.

g. The services shall include administrative support for user registration, creating and maintaining user profiles, granting user access and authorization, providing ongoing user password support, announcing and providing networking services for users and providing administrative support for print, file, directory and e-mail servers.

h. The services shall include handholding of ITPO employee on usage of Application (at-least three months after "Go-Live" at regional offices)

i. Vendor shall ensure the service level performance as provided in **Annexure C1**.

9. SCHEDULE IX – MODEL OPERATIONS & MAINTENANCE OR AMC AGREEMENT

Operations & Maintenance

SERVICE LEVEL AGREEMENT

BETWEEN

"ITPO"

AND

Vendor of "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO"

THIS AGREEMENT is made this _____ day of _____ 2013.

BETWEEN:

1.   The Chairman and Managing Director, ITPO acting through the '"ITPO"', which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns of the FIRST PART;

AND

2.   ___<name of the company>___, a company registered under the Indian Companies Act, 1956 having its registered office at ___<address>____ and place of business at __<address>__ (hereinafter referred to as "**Vendor**", which expression, unless excluded or the context otherwise required hereof includes its successors, administrators and assigns) represented through its __ <designation of authorized person>___, who is duly authorized by the Vendor to execute this agreement of the SECOND PART.

WHEREAS:

A.   "ITPO" and [_____] have entered into a Master Services Agreement dated [_____] (the "MSA").

B.   In accordance with Article 1.2 (b) of the MSA, "ITPO" and Vendor wish to enter into this Service-Level Agreement ("Agreement/SLA") on the following terms.

ARTICLE 1 – DEFINITIONS AND GENERAL PURPOSE

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1.1 DEFINITIONS

1.1.1 IN THIS SLA, UNLESS THE CONTEXT REQUIRES OTHERWISE:

a. "Agreement" or "Service Level Agreement "or "SLA" or "Operations and Management SLA" means this Agreement, together with its Appendices;

b. ""ITPO" Data" means all proprietary data of "ITPO" which the Vendor obtains, possesses or processes in the context of providing the Services to the users pursuant to this SLA;

c. "Parties" means "ITPO" and Vendor for the purposes of this SLA, AND "Party" shall be interpreted accordingly;

d. "Service Level" means the level of service and other performance criteria which will apply to the Services as set out in **Annexure C1**, in the form of SLA Metrics, effective during the Term of this SLA;

e. "Term" means the duration of this SLA as defined in Article 2.2 of this MSA;

f. "Terms of Payment" means charges for the Services in accordance with the Terms of Payment Schedule as stated in the MSA.

1.1.2 All Appendices and other attachments to this SLA are hereby incorporated as a part of this SLA by this reference.

1.1.3 References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it.

1.1.4 Words denoting the singular shall include the plural and vice versa and words denoting persons shall include firms and corporations and vice versa.

1.1.5 Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this SLA as a whole and not to any particular Article, Annexure or other subdivision. The words "include" and "including" shall not be construed as terms of limitation. The words "day" and "month" mean "calendar day" and "calendar month" unless otherwise stated. Where, because of a difference in time zone, the calendar day or calendar month in one Country differs from another Country, then the calendar day or calendar month shall be deemed to be the calendar day or calendar month applicable to India. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated.

1.1.6 The headings and use of bold type in this SLA are for convenience only and shall not affect the interpretation of any provision of this SLA.

1.2. STRUCTURE

1.2.1 This SLA shall operate as a legally binding services agreement specifying terms which apply to the Parties and to the person of the Services by the Vendor to "ITPO" under this SLA and the MSA.

ARTICLE II – INITIALISATION PHASE

2.1   OBJECTIVES AND SCOPE OF SLA

2.1.1 The Vendor hereby agrees to provide Services to "ITPO", conforming to the specified Service Levels, which will ensure:

    (a)   Delivery of speedy and efficient services to the stakeholder, in relation to all the services for the "Procurement, Customization, Implementation and Maintenance of ERP Application at ITPO".

    (b)   Train the "ITPO" employees to assist them discharge their duties effectively and efficiently

    (c)   Encourage and help to improve the adoption rate for the usage of the "Enterprise Resource Planning Application for ITPO" system, by employing traditional as well as innovative techniques.

To meet the aforesaid objectives the Implementation agency will provide the Service Levels in accordance with the service level metrics as more particularly described in **Annexure C1** of this SLA.

2.2   COMMENCEMENT AND DURATION OF THIS SLA

2.2.1 This SLA shall commence on the date on which it is executed by ITPO and the Implementation Agency and shall become operational on the date of completion of stabilization period as defined in the MSA (hereinafter the "Effective Date") and shall, unless terminated earlier in accordance with its terms or unless otherwise agreed by the Parties, expire on the date on which this SLA or the MSA expires or terminates for any reason, which shall be five years from the Effective Date of this SLA. The SLA shall run co-terminus with the MSA.

ARTICLE III – FINANCIAL ISSUES

3.   Terms of Payment & Service Credits

3.1   In consideration of the Services and subject to the provisions of the MSA and this SLA, ITPO shall pay the charges to the Implementation Agency in accordance with the Terms of Payment Schedule of the MSA.

ARTICLE IV – INTERPRETATION

4.   APPLICABILITY OF THE MSA

4.1   Apart from the provisions as set out hereinabove, the terms and conditions stated in the MSA shall apply mutatis mutandis to this SLA. In the event of a conflict in interpretation of any Article in the MSA and the SLA, the provisions of the MSA shall prevail.

IN WITNESS WHEREOF the Parties have by duly authorized representatives set their respective hands and seal on the date first above written in the presence of:

WITNESSES:

1.

2.

Signed by:

(Name and designation)

For and on behalf of CMD, ITPO

(FIRST PARTY)

 Signed by:

(Name and designation)

(IMPLEMENTING AGENCY)

10. SCHEDULE X – IMPLEMENTATION SCHEDULE

10.1 PROJECT TIMELINES

The table below provides the indicative implementation timeline for ERP implementation.

#	Milestone	Time for completion
Design, development and testing of the integrated application		
10	Requirements study	T + 10 weeks
11	Preparation and submission of SRS document	T + 14 weeks
12	Review and sign-off on SRS	T + 17 weeks
13	Preparation and submission of Software Design Document (SDD)	T + 21 weeks
14	Review and sign-off on SDD	T + 24 weeks
15	Application development, unit testing, integration testing	T + 40 weeks
16	User's Acceptance testing	T + 44 weeks
17	Application rollout at HQ	T + 50 weeks
18	Application Roll-out at Regions	T + 56 weeks
Preparation of data & Migration of legacy data (if any)		
1	Preparation of data migration plan	T + 14 weeks
2	Uploading & Migration of legacy data	T + 40 weeks
Supply, installation, configuration and commissioning of server side hardware		
1	Design & architecture of data center (DC) & Wide Area network (WAN)	T + 10 weeks
2	Procurement of WAN & DC hardware (and associated software)	T + 34 weeks
3	Installation, configuration and commissioning of the hardware for DC & WAN	T + 36 weeks
Implementation of Training initiatives		
1	Preparation of training plan and training material	T + 32 weeks
2	Communication to employees about new structure	T + 34 weeks
3	Training to new roles	T + 40 weeks
4	Training on Application	T + 44 weeks
5	Training on Integrated Application at ROs.	T + 52 weeks
Post Go-Live Support & Maintenance		
1	Stabilization period - Post Go-live support, review and	Three (3) months

#	Milestone	Time for completion
	monitoring of installed system	from date of T + 56 weeks
2	Overall system maintenance (both application and application related hardware configuration) support	Sixty (60) months from date of T+68 weeks

T, as referred above, is the date of EITHER the 'award of contract' notification issued by "ITPO" to selected Vendor OR the signing of contract between selected Vendor and "ITPO" OR the meeting conducted by "ITPO" to kick-off the project; whichever happens the earliest.

Note: For each week of delay in achieving the milestones as mentioned in the above table, "ITPO" shall levy a penalty of 0.50% of the project cost as submitted in the commercial bid. If the final Go-Live is delayed beyond two months, or any particular milestone is delayed beyond one month, then "ITPO" may subject the Agreement for termination and will also reserve the right to invoke the entire Performance Bank Guarantee.

ANNEXURE C1 – SERVICE LEVEL METRICS

1.0 The SLAs would be monitored using an EMS tool. The cost of the tool would be borne by the Vendor as part of the overall solution. Vendor would be responsible for training at least 2 ITPO nominated resources on the usage of the EMS tool deployed.

1.1 Some of the reports (decided by ITPO Program Management Team in consultation with the Vendor) would be on real time basis while others may be weekly or fortnightly or monthly as the need may be.

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

2.0 PRODUCT SUPPORT SERVICES

Vendor will render the following product support services.

2.1 <u>Standard Helpdesk support</u>:

a) Vendor provides Standard Helpdesk support services, during the Vendor working hours on all days in the year. The details of the local/ Help Desk to be registered/ contacted for support, its phone numbers, fax numbers, e-mail, etc. will be as shown in the Annexure C1(A).

b) Two (2) experienced persons shall be deputed in the On-site support team. One of these official would be Business Analyst supporting Fair Management module, the other official would be technical expert with Payroll background & co-ordinate all issues pertaining to Financial & HRMS. These officials would be very well conversant & trained in ITPO's customization needs so as to speedily solve all problems relating to this area during the currency of AMC. The educational & experience profile of the on-site officials be submitted for incorporation as part of the agreement. Any change in the team posted in ITPO will not be done until beyond the control of M/s Vendor like resignation etc. to ensure continuity. Vendor would provide the complete support delivery from its support centre in Delhi.

c) The Standard Helpdesk support includes logging of customer call, registration and providing a defect fix patch. It also includes providing information to resolve the call.

d) ITPO will be lodging their complaints to the Vendor personnel deputed in ITPO office through e-mail specifying the category/classification of the problem as provided in Clause 2.1 (e) of the said agreement, with a copy to central help desk of Vendor at their head office location. The problem should be addressed accordingly. Vendor should estimate the time involved in addressing the said problem and communicate to ITPO immediately the requisite time required for resolving the issue.

e) If the support call is identified as a failure, Vendor internally follows the following criticality classification to handle them and to provide defect fixes.

I. <u>Showstopper</u>: The presence of a Showstopper implies that the Product cannot be used at all or disrupts the functionality of the Product to the extent that the Product cannot be used per ERP product specifications. For a Showstopper, Vendor will put in its best efforts to register the failure within 4 (four) working hours and rectify the defects within 1 (one) working day.

II. <u>Critical Defects:</u> The presence of a critical defect means that the functionality of the Product is affected, but can be used with the intervention of ERP customer 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, Vendor will put in its best efforts to resolve the failure within 1 (one) working day after registration.

III. <u>Non critical defects:</u> 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 ERP 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 registration.

IV. <u>Trivial Defects:</u> 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 registration

f) Vendor would provide all support services pertaining to ERP/Server installation & configuration required during migration to the higher platform at the time of Disaster Recovery Site Preparation.

3.0 System Availability

3.1 System availability is defined as:

{(Scheduled operation time – system downtime) / (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 and/or its customers/ vendors log a call with the Bidder help desk 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.

c)   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.

d)   Critical and Key infrastructure of Data Center will be supported on 24x7 basis by ITPO.

e)   Uptime will be computed based on availability of the applications to the ITPO's users irrespective of availability of servers either individual servers/clusters.

f)   Response may be telephonic or onsite. In case the issue cannot be resolved telephonically, the Bidder will need to provide onsite assistance within response resolution window.

g)   The integrated enterprise system Application & Database should be sized for individual active cluster solutions at DC. However, if any additional hardware, software etc is required for maintaining the SLA's & uptimes, then the same will be the responsibility of the Bidder.

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

4.0 Update Policy

a) As a part of this agreement, the customer will be notified by Vendor of all updates available for the Product. Because many customers do not desire to install Product Updates immediately upon release by Vendor, Vendor shall notify the customer of availability and will ship Product Updates free to the customer only upon request.

b) Vendor will also integrate the customization, data integration etc. undertaken within or by virtue of the Purchase Order no: _____and related agreement(s) thereto with the upgraded version of core product without any cost, charges etc to ITPO.

5.0 Retirement of Versions in Support

a) Vendor will announce retirement of support of Versions periodically, but will give one year's notice before actually implementing the retirement. Usually, the one prior version will be supported for a period of one year after release of the subsequent version. If the customer continues with a version, which has been, retired from Vendor after due notice, the customer and Vendor shall discuss and decide.

6.0 Excluded Services

a) Any visit to customer site, requested by customer, but not deemed to be necessary.

b) Maintenance required as a result of accident, relocation or other movement of any product or component thereof, improper operation, neglect or misuse of any product or component thereof, failure to maintain proper site environmental conditions, or any fault of the customer or its agents or employees or any other cause external to the product or component thereof, excepting the ordinary use thereof.

b) Maintenance for the product or component thereof which has been modified or otherwise altered by the customer, without ERP permission or maintenance required, in whole or in part, because of any repair, maintenance, modification to or other service performed on the product or component thereof by other than Vendor/ITPO authorized personnel with the concurrence of Vendor site team, wherever it is found to be extremely necessary.

c) Restoration or repair of any damage to the product or component thereof arising from or caused by any casualty, act of God, riot, war or the unauthorized acts of third parties, failure or interruption or improper functioning of any electrical power, air conditioning, humidity control, computer hardware, third party software or telephone or communication line or any other like cause.

7..0 Responsibility of the Customer

a) To enable Vendor to diagnose and fix defects, it is the customers' responsibility to protect its installation - hardware, software and data from environmental hazards like electrical fluctuation, fire, etc. The customer is also responsible for archival of regular back-ups so that restoration of the system and operating software can be done in case of a failure.

b) The customer shall provide the following:

      i.   Full information that would be required to reproduce the defect at Vendor including any data that is relevant

      ii.   Full information on any other software being run concurrently with ERP product, which may have a bearing on the defect.

      iii.   Full information on any modifications or changes made by their personnel in the product.

      iv.   Full information on sequence of operations performed before encountering the defect.

      v.   Full access to ERP support personnel to the installation, product extensions and any other software running concurrently with ERP product.

8.0 Performance Measurements

Type of Infrastructure	Measurement	Minimum Service Level
System Response Time	End to end response time should be < <define agreed parameter> (end user to core application and back)	99%
System Response Time	Support <define agreed parameter>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 <define agreed time parameter>. 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.	98%
Incident Management	Percentage of incidents escalated resolved	99%

9.0 SLA Penalties

Penalties for Availability and Performance measurements (indicative- as per agreed terms between vendor & ITPO)

Bidder would publish report for quarterly reporting and calculations of measurements listed above. Penalties would be imposed for not meeting minimum service level of SLA as per the table below:

Minimum Service Level	Penalty as a percentage of Half-yearly payment
Between 99.5% to 99%	2% of the Half-yearly payment
Between 99% to 98%	5% of the Half-yearly payment

Between 98% to 90%	10% of the Half-yearly payment
Below 90%	Escalation to ITPO which may lead to partial payment of only 50% Half-yearly payment.

10.0   Duration of Service level agreement

The service level agreement would be valid for the entire period of contract. SLA's will be applicable after the post go-live stabilization period.

11.0   Sub- Letting Of Work

No part of the annual operation and maintenance work nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor/bidder directly or indirectly to any person, firm or corporation whatsoever. **Subcontracting of the annual operation & maintenance work is not permitted.**

ANNEXURE C1(A)

LOCAL – First Level :

Supporting Office **:** << Name and address of the ERP developer>>

GLOBAL Help Desk: *<< Name of the ERP developer>>*

Phone No:

Fax No   :

E Mail:

Internet:

ANNEXURE C2 – NON DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("The Agreement") is signed on _____ day of _____ 20__, by and between............................ having its offices at **_____** (hereinafter referred to as "..........." which expression shall include its successors, and assigns which expression unless it be repugnant to the context or meaning thereof includes its successors, representatives and permitted assigns)

and

ITPO having its office at _____("ITPO" which expression unless repugnant to the context or meaning thereof includes its successors, representatives and assigns).

WHEREAS:

A.   [INSERT NAME] is engaged in the business of, inter-alia, providing IT services.

B.   ITPO, the premier trade promotion agency of the Ministry of Commerce & Industry, Government of

India is committed to showcase excellence achieved by the country in diverse fields especially trade and

commerce.

C   ITPO, pursuant to its tender dated _____, declared [INSERT NAME] as successful Bidder for its appointment as IT ERP Service provider. Pursuant to appointment of [INSERT NAME] as IT ERP Service provider, certain Confidential Information relating to ITPO's business may be disclosed by ITPO to [INSERT NAME] which shall be subject to the terms and conditions contained in this Agreement.

D.   Both Parties agrees that the security of IT infrastructure of ITPO is critical and the IT architecture/environment/reports needs to be analyzed and reviewed to ensure that ITPO's IT infrastructure remains secured to the best possible extent. Therefore *[INSERT THE NAME]* has agreed to observe and be bound by the restrictions and obligations relating to its use of such Confidential Information.

THEREFORE IN CONSIDERATION OF THE PREMISES AND OBLIGATIONS SET FORTH HEREIN, IT IS AGREED AS FOLLOWS:

1.   DEFINITIONS:

In this Agreement, unless the context otherwise requires,

(a)The term "**Confidential Information**" includes data, reports, drawings, records, correspondence, notes, compilations, studies, in the form of samples, models and other information/documentation given or disclosed by ITPO to [please insert the name] or any of their Representative(s) relating to or in any way connected and relating to any of ITPO's business activities actual or proposed, IT Infrastructure, systems, marketing plans, agreements, methods, techniques, processes, theories, formulas, know-how, techniques, applications, systems, components, improvements, technology, market projections, sales records, software programs, test data, customers, customer lists, or any other information relating to ITPO that [PLEASE INSERT THE NAME] becomes aware of whether or not disclosed by ITPO and whether such information is in tangible, writing, oral, electronic, printed, human or in machine readable form, regardless or the media or form transmitted or stored

in, or any information ascertainable by inspection, or any other information designated as Confidential Information at the time of disclosure.

(b)　　"Contract" means the Contract for providing IT ERP Service provider to be entered into between ITPO and [INSERT NAME] pursuant to the award letter dated _____ declaring [INSERT NAME] as successful Bidder for its appointment as IT ERP Service provider.

(c)　　"**Representatives**" mean directors/partners, officers, agents, advisors, consultants or employees or respective shareholders or ultimate parent company, as the case may be of [Please Insert The Name].

2.　　Confidential Information and Protection:

2.1　　ITPO may, from time to time, disclose Confidential Information to [PLEASE INSERT THE NAME] and/or their Representatives for performance by [PLEASE INSERT THE NAME] of the Contract entered into between ITPO and [PLEASE INSERT THE NAME].

2.2　　The [INSERT NAME] understands and acknowledges that the Confidential Information is proprietary and confidential information of ITPO which has been created, developed or obtained by ITPO by investment of significant time, substantial effort and expense. The Confidential Information is a valuable, special and unique asset of ITPO which gives significant competitive advantage to ITPO and that protection of Confidential Information is of the highest importance to ITPO. Therefore [INSERT NAME] acknowledges and undertakes:

(a)　　To keep the Confidential Information in strict confidence for the entire duration of the Contract and for a period of five years thereafter;

(b)　　Without the prior written consent of ITPO, [INSERT NAME] will not disclose Confidential Information furnished to it to anyone other than its Representatives expressly approved by ITPO;

(c)　　[INSERT NAME] shall procure that its approved Representatives will not communicate with any third party, copy, publish, disclose or otherwise deal with any Confidential Information, otherwise than for the performance of their obligations under the Contract.

(d)　　In case the Confidential Information is disclosed to any of [INSERT NAME] approved Representatives, [INSERT NAME] shall further enter into agreements with its Representatives binding them to the same obligations to which [INSERT NAME] is bound under this Agreement, and ensure compliance of this Agreement by its approved Representatives and make them liable for any breach by them of such obligations.

(e)　　To inform its approved Representatives to whom any Confidential Information may be disclosed of their obligations of confidentiality pursuant to this Agreement, to ensure compliance with its terms and to be liable for any breach by them of such obligations; and

(f)　　To keep separate all Confidential Information from all documents and other records of the Parties and shall mark all such Confidential Information received from ITPO as "Confidential".

(g)　　The Confidential Information which may be disclosed to [INSERT NAME] will contain proprietary assets, designs and other intellectual property rights with respect to the ITPO's Products which are the exclusive property of ITPO and are critical for the business of the ITPO and its profitability, [INSERT NAME] agrees not to do anything which may, in any manner, whether directly or indirectly, affect the above proprietary rights, interest, business and profitability of ITPO.

(h)　　The [INSERT NAME] will not copy or modify any Confidential Information without the prior written consent of ITPO. Any permitted reproduction of Confidential Information must contain all confidential or proprietary legends which appear on the original. [INSERT NAME] shall immediately notify the disclosing party in the event of any loss or unauthorised disclosure or use of the Confidential Information.

(i)　　[INSERT NAME] shall notify ITPO promptly of any material unauthorised possession, use or knowledge, or attempt thereof, of the ITPO's Confidential Information by any person or entity other than ITPO and its Authorised Representatives

(j)   Promptly furnish to ITPO full details of the unauthorised possession, use or knowledge, or attempt thereof;

(k)   Use reasonable efforts to assist ITPO in investigating or preventing the recurrence of any unauthorised possession, use or knowledge, or attempt thereof, of Confidential Information;

(l)   Use reasonable efforts to cooperate with ITPO in any litigation and investigation against third parties deemed necessary by ITPO to protect its proprietary rights; and

(m)   Promptly use all reasonable efforts to prevent a recurrence of any unauthorized possession, use or knowledge of Confidential Information

3.   **The Undertakings in Clause 2 shall not apply to any Confidential Information which:**

   (a) At the time of its disclosure to [INSERT NAME] is in the public domain;

   (b) In the event that [INSERT NAME] is required or requested by any court, legislative or administrative body to disclose any Confidential Information, then it shall prior to disclosure promptly notify ITPO or its any of its Representative so that an appropriate protective order and/or any other action can be taken if possible.

       In the event that such protective order is not, or cannot be, obtained, then [INSERT NAME] may disclose to the appropriate body that portion of the Confidential Information that it is legally required to disclose and shall use reasonable efforts to obtain assurances that confidential treatment will be accorded to the Confidential Information; and

4.   **NO COMMITMENTS, WARRANTIES OR SOLICITATION**

(a)   The Confidential Information disclosed by ITPO to [INSERT NAME] shall be used by [INSERT NAME] strictly for the purposes expressly authorized by ITPO.

(b)   No representations or warranties, express or implied, are made by ITPO concerning the accuracy or completeness of the Confidential Information supplied under this Agreement and neither ITPO nor any of its Representatives shall be liable in any way to [INSERT NAME] for receipt or use of such Confidential Information and ITPO expressly disclaims any such liability whether in negligence or otherwise.

(c)   ITPO shall not be under any obligation or commitment to enter into discussions or any further agreement merely by reason of the execution of this Agreement or the disclosure, evaluation or inspection of Confidential Information, and this Confidentiality Agreement shall not constitute nor should it be construed to constitute an offer or commitment by ITPO with regard to the tender.

(d)   ITPO shall not be precluded from entering into any agreement or obligation with any other party relating to the Agreement or the Confidential Information merely by reason of the execution of this Agreement or the disclosure, evaluation or inspection of Confidential Information.

(e)   Without prejudice to the generality of the above, nothing herein shall grant to [INSERT NAME] the right to make representations and/or commitments of any kind on behalf of ITPO without the prior written consent of ITPO.

5   **Return of Confidential Information**

(a)   Upon the written request of ITPO, the [INSERT NAME] shall return to ITPO all Confidential Information that is in tangible form (including, without limitation, Confidential Information contained on computer disks) furnished, together with any copies or extracts thereof;. [INSERT NAME] shall also deliver to ITPO written statements signed by the receiving party certifying that all materials have been returned within fifteen (15) days of receipt of the request.

(b)   Upon specific request by ITPO, [INSERT NAME] shall destroy all analyses, compilations, drawings, or other documents which have been prepared and which reflect any Confidential Information.

6   Indemnity; No Waiver; Specific Performance

(a)   [INSERT NAME] shall indemnify, defend and hold harmless ITPO against any losses, liabilities, claims, damages, costs, and expenses including reasonable legal fees and other expenses and disbursements in connection therewith and interest charges thereon suffered or incurred by ITPO which arise out of, result from, or may be payable by virtue of any breach of any representation, warranty, covenant or agreement made or obligation required to be performed under this Agreement by [INSERT NAME].

(b)   [INSERT NAME] acknowledge that damages alone would not be an adequate remedy for any breach of the terms and conditions of this Agreement and ITPO shall be entitled to the remedies of injunction, specific performance or other equitable relief. Such remedy shall be in addition to and not in lieu or limitation of other remedies available to ITPO at law or in equity.

(c)   Failure by ITPO in exercising any right, power or privilege hereunder shall not act as a waiver, nor shall any single or partial exercise thereof preclude any further exercise of any right, power or privilege.

7.   Relationship of Parties

ITPO has no obligation under this Agreement to purchase any service or item from [PLEASE INSERT THE NAME], or commercially offer any products using or incorporating the Confidential Information.   This Agreement is intended to facilitate only the exchange of Confidential Information and is not intended to be, and shall not be construed to create a teaming agreement, joint venture association, partnership, or other business organization or agency arrangement and [PLEASE INSERT THE NAME] shall have the authority to bind ITPO without the separate prior written agreement thereof.

8   No Grant of Property Rights

[INSERT THE NAME] recognizes and agrees that, except as expressly and specifically set forth in this Agreement, nothing herein shall be construed as granting any property right, by license, implication, estoppels or otherwise, to any of ITPO's Confidential Information, or to any invention or any patent right that has issued or that may issue based on such Confidential Information. All Information disclosed is provided "as is" without any warranties of any kind.

9   General Provisions

(a)   ITPO has no obligation to supply Confidential Information hereunder and has no obligation to enter into any Contract with [PLEASE INSERT THE NAME] and it has no right to offer for sale products or services using or incorporating the Confidential Information.

(b)   This Agreement shall not be assigned by [PLEASE INSERT THE NAME], and it shall not delegate its duties under this Agreement, without prior written consent of the other.

10.   TERM AND TERMINATION

(a)   This Agreement shall enter into force on the date first above mentioned and shall remain in force till the validity of the Contract and for a further period of five years thereafter.

(b)   Notwithstanding clause 10 (a) above, ITPO may terminate this Agreement by giving a 30 days prior written notice to the other Party.

11.   CONSEQUENCES OF TERMINATION

(a)   Upon termination of this Agreement, [INSERT NAME] shall return all Confidential Information that is in tangible form (including, without limitation, Confidential Information contained on computer disks) furnished, together with any copies or extracts thereof; and

(b)   Termination will not affect ITPO's right to claim damages, in case of breach of any of the terms and conditions of this Agreement by [INSERT NAME] or its Representatives.

(c)   [INSERT NAME] shall cease use of any Confidential Information after the termination of this Agreement. This clause shall survive termination of this Agreement.

12.   GOVERNING LAW

The Courts having territorial jurisdiction over New Delhi shall have exclusive jurisdiction, to the exclusion of any other court, to entertain, try and determine all and any question, issue, dispute, claim, actions, suits and proceedings between the Parties arising out of this Agreement including any matter connected therewith and any application to be made under the Arbitration and Conciliation Act, 1996 as amended and re-enacted from time to time

13.   ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all prior communications understandings and agreements between the parties, whether written, oral, express or implied relating thereto. No amendment or modification to this Agreement shall be valid unless in writing and signed by a duly authorised Representative of each of the parties.

14.   DISPUTE RESOLUTION

If any question, issue, difference or dispute arises between the Parties as to the interpretation   of this Agreement or as to the duties or liabilities of either Party hereunder or as to any matter or thing arising out of or under this Agreement, the same shall be referred to and settled by a sole Arbitrator to be appointed by ITPO. The Arbitration proceedings shall be conducted at New Delhi, India in accordance with the Indian Laws (both Substantive and Procedural) under the Arbitration and Conciliation Act, 1996 as amended and re-enacted from time to time ("Act") and the Award so made shall be final and binding on all the parties.

15.   SEVERABILITY

If any term or provision of this Agreement is found by a court of competent jurisdiction or by a duly appointed Arbitrator under clause 13 of this Agreement, to be invalid, illegal or otherwise unenforceable, such term or provision shall not affect the other terms or provisions of this Agreement or this Agreement as a whole, (which shall continue to remain valid, binding and enforceable by and against the parties notwithstanding any such finding) but such term or provision shall be deemed modified or deleted to the extent necessary, to render such term or provision enforceable. Upon such modification, the rights and obligations of the parties shall be construed and enforced in accordance with such modification, preserving to the fullest permissible extent the intent and agreements of the parties set forth in this Agreement.

16.   NOTICES

Any notices to be given hereunder by either party to the other shall be in English and sent by registered letter, courier or facsimile to the other party at the addresses stated below:

(a) ITPO

_____

_____

(b) [INSERT NAME]

_____

_____

Any notice shall be effective only upon actual receipt at the above mentioned address unless change in the address is notified by a party by giving 10 days advance notice.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorised Representatives of the parties the day and year first above written.

1.   Signed and delivered by:

        ITPO

_____

_____

2.   Signed and delivered by:

[INSERT NAME]

In the presence of the following witnesses:

1.

2.

************   END OF RFP DOCUMENT   *************

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