

**India Trade Promotion Organisation**  
**(A Govt. of India Enterprise)**  
**Pragati Bhawan, Pragati Maidan**  
**New Delhi – 110001**

**Tender No ITPO/ITSD/RITES MODULES/2020**

**Date: 07.03.2020**

Online bids are invited for “Maintenance of legacy Personnel Information System (PIS), TID application, Finance Management System applications in use in ITPO and facilitating migration of legacy PIS application data to the proposed HRMS application to be implemented by ITPO”. Manual bids shall not be accepted. The details of tender are as under.

1. Tender documents may be downloaded from ITPO’s website [www.indiatradefair.com](http://www.indiatradefair.com) (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

**INDICATIVE CRITICAL DATE SHEET**

Publish Date	07.03.2020
Bid Document Download Start Date	07.03.2020
Bid Submission Start Date	07.03.2020
Bid Submission End Date	21.03.2020 (03:00 PM)
Bid Opening Date	23.03.2020 (03:30 PM)
Validity of Bid	180 days from the last date of submission of Bids.

**TENDER FEE & EMD**

Cost of tender document Rs.590/- (Rs. 500/- + 18% GST) (Rupees Five Hundred Ninety Only) including GST.	Non-refundable tender fees of Rs.590/- (Rs. 500/- + 18% GST) (Rupees Five Hundred Ninety Only) including GST through online mode in favour of “India Trade Promotion Organisation”, payable at New Delhi as per the details given below.
Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees Twenty Thousand only)	The bidder must deposit Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees Twenty Thousand Only) through online mode in favour of “India Trade Promotion Organisation”, payable at New Delhi as per the details given below.

## 1) 1. REQUEST FOR PROPOSAL

### i. Objective

This RFP (Request for Proposal) is issued as a request for “Selection of an agency for **Maintenance of legacy Personnel Information System (PIS), TID application, Finance Management System applications in use in ITPO and facilitating migration of legacy PIS application data to the proposed HRMS application to be implemented by ITPO**”.

### ii. The Client – ITPO

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

## 2. DEFINITIONS

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

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

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

## 3. DISCLAIMER

The information contained in this bid document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of ITPO is provided to Investors/Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided. By acceptance of this tender document, the recipient further agrees that this tender document may not be distributed, reproduced or used for any other purpose than selection of a company for **Maintenance of legacy Personnel Information System (PIS), TID application, Finance Management System applications in use in ITPO and facilitating migration of legacy PIS application data to the proposed HRMS application to be implemented by ITPO**.

The recipient agrees that it will cause its Directors, Partners, officers, employees and representatives and any other parties who provide services to the recipient to use the tender document for the purposes in the manner stated above. ITPO does not make any representation or warranty expressed or implied, as to the accuracy, authenticity, timeliness and/or completeness of the information contained in this tender document. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender document. The ITPO also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this tender

document. ITPO may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document. The issue of this tender document does not imply that ITPO is bound to select a bidder and ITPO reserves the right to reject all or any of the bidders or bids without assigning any reason whatsoever.

#### **4. INTERPRETATION**

In this Tender Document, unless the context otherwise requires,

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

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

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

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

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

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

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

#### **5. DUE DILIGENCE**

The bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this tender document. The bid should be precise, complete and in the prescribed format as per the requirement of the tender document. Failure to furnish all information required by the tender document or submission of a bid not responsive to the tender document in every respect will be at the bidder’s risk and may result in rejection of the bid. ITPO shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the bidder.

#### **6. COST OF BIDDING**

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

## 7. SCOPE OF WORK

India Trade Promotion Organisation (ITPO) is looking for a suitable agency for maintenance of the following software modules with the provision of one (1) qualified and skilled resident developer to maintain the software modules, carry out changes/modification, if any required and generating reports, if any required, from the legacy Finance Management System in use in ITPO post 01.04.2017 (not in active use) in the existing software modules, as and when needed:-

1. Administration & Personnel Information System (PIS)
2. Trade Development and Merchandising System/ Business Information Centre (BIC).

I. The broad scope of work is given below: -

Tailor Made Software Modules are developed on client-server architecture using Visual Basic 6.0, D2K 6i as a front end and Oracle 9i as back end. Report generation is as crystal report, oracle report 6i and DOS reports. Total estimated number of nodes loaded with one or the other software modules listed below is approximately 25. The applications to be maintained is as below: -

- a) Administration & Personnel Information System (PIS)
  - (i) Directory Creation
  - (ii) Manpower & Roster
  - (iii) Recruitments
  - (iv) Transfer & posting
  - (v) Promotion
  - (vi) LIC Benefits
  - (vii) ACP Scheme
  - (viii) System Maintenance
  - (ix) Reports
  - (x) 50 years Review
  - (xi) Backup
- b) Trade Development and Merchandising System/ Business Information Centre (BIC).
  - (i) Directory Maintenance
  - (ii) Registration of New members
  - (iii) Renewal/Re-enrolment of membership
  - (iv) De-enrolment of members
  - (v) Bill Register
  - (vi) Reports
  - (vii) Export to Excel

The selected bidder shall be responsible for fetching and/or generating reports as per requirement of user departments from the aforementioned modules part of the legacy system as and when required.

- II. Updating of software as and when required, now running on Windows XP, Windows Vista.
- III. Day to day maintenance of the software.
- IV. Installation of software in client-server architecture environment in case of formatting of servers, PCs and/or purchase/installation of new servers/PCs.
- V. Rectification of bugs occurring in the application running in the existing environment.
- VI. Manpower Support

- (a) The vendor will provide one (1) programmer to be stationed at ITPO Headquarters as per details given below: -
  - i. Having regular degree such as M.E. / M Tech./ B.E./B. Tech (with specialization in Information Technology/ Computer Science) /MCA with five (5) years experience in similar technology which is required to complete the work in specified time period and best possible manner.
  - ii. To undertake the required modifications and customization in the software.
  - iii. Should also possess good typing skills.
  - iv. For generating required reports.
  - v. Assisting the user division in case of any technical issues.
- (b) The engineer need to be stationed on-site and the vendor shall have to make arrangements for substitute engineer in case the regular engineer goes on leave for a period of more than two (2) days or in case of any emergency even during the period of leave of these two days.. This on-site engineer will be doing customization as well as provide operational maintenance support. If the vendor feels that if at any point of, there is additional manpower requirement, the same shall be deputed at no extra cost to ITPO.
- (c) The normal working hours would be 9:30 AM to 6:00 PM on working days. However, if required, the working hours may be extended beyond the office hours and on Saturdays and Sundays without any extra cost, such as special duties during exhibitions/trade fairs etc.
- (d) The printer/ stationery and consumables are to be provided by ITPO. ITPO will also provide sitting space, electricity, chair and table etc. to the vendor.
- (e) The vendor selected shall use the documents, source code/program files etc. provided by ITPO and run the systems as per requirements of ITPO. At the end of contractual period, the vendor will have to handover the system to ITPO along with all the relevant documents (Latest Updated Versions) such as system manual, user manual, software design document etc. and program files/source codes etc.

Note: Manpower as aforementioned should be provisioned from the first day of commissioning of the project i.e. One day after signing of the contract Agreement who will coordinate for the software development work, attend meetings, gather data, prepare documents etc. Delay in deployment of manpower may attract a penalty of Rs. 5,000 for the first week of delay & additional Rs 5,000 for delay exceeding beyond one week

limited to a maximum delay of two weeks. ITPO reserves the right to terminate the contract for a delay beyond 15 days.

No change of manpower is allowed during the period without prior consent of ITPO.

## VII. DATA MIGRATION

ITPO is in the process of implementation of new HRMS application. Data shall be migrated from the current application (Desktop Application having databased designed in Oracle 9i) and media to the new HRMS application. The key data migration requirements include:

- Design the data migration and acceptance methodology and plan.
- Risk identification and Mitigation Plan for Data Migration.
- Data mapping.
- Perform data cleansing for incorrect/incomplete data.
- Data migration.
- Corrections of the migrated data during Data Quality Assessment and review.
- Obtain sign off on migrated data.
- On completion of the migration, all data from current applications should be available in the new HRMS system.

The tool/utility for performing data migration must be designed by the vendor after an adequate study of the data to be migrated and in consultation with ITPO. Since there would be significant difference between existing database table structures and database table structures of new application, there must be mapping done between the existing tables and proposed tables and data be made compatible for migration into new tables. A comprehensive data mapping exercise must be undertaken by vendor before embarking on data migration. A good detail map will detail an in-depth cross-referencing of all mutual fields across the source system and the target system. It must include the following (but not limited to):

- Names of applicable to and from fields.
- Lengths and data types of these fields.
- Mapping of relationships between entities.
- Check on the constraints, unique fields and integrity checks.
- Any logic involved in mapping such as string truncations or validations against any business rules.

Vendor shall carry out validation of the data migrated into the new HRMS application. Data quality in the target system should be assessed and detailed metrics prepared for the migrated data. Any exceptions, errors found are to be resolved and the migrated database should be signed off by ITPO. Vendor shall be responsible for migration of operational data.

**Note:** All the other and intermediate activities which are required for smooth functioning of the project are treated as part of the scope of work.

## 8. ELIGIBILITY CRITERIA

S. No.	Criteria	Required Documents
1.	The bidder should be a company registered in India under the Indian Companies Act 1956/2013 or a partnership registered under the India Partnership Act 1932 or a society constituted under the Societies Registration Act 1860 with their registered office in India for the last five years as on 31 <sup>st</sup> March, 2019.	<ul style="list-style-type: none"> <li>• Copy of valid Certificate of Registration/ Partnership deed duly attested by Company Secretary/ authorized signatory should be submitted by the bidder.</li> <li>• Copy of PAN card attested by authorized signatory should be submitted by the bidder.</li> </ul>
2.	The bidder should have valid GSTIN.	Copy of valid Certificate of Registration attested by authorized signatory should be submitted by the bidder.
3.	The bidder should have a technical support office in operation in Delhi/NCR and support centres manned with qualified staff with a Toll Free number.	Copy of address proof of office premises in Delhi/NCR attested by authorized signatory should be submitted by the bidder. The bidder which is not having a toll free number may provide an undertaking on its letter head duly signed by the authorised signatory to the effect that the same shall be obtained immediately in case the bidder is declared L1 and awarded the contract.
4.	The bidder should have valid registration under the EPF & MP Act, 1952 and ESI Act, 1948.	Copy of valid Certificates of Registration attested by authorized signatory should be submitted by the bidder.
5.	The bidder should not be barred or black-listed by any central/ state govt. departments/ organisations/PSUs for any reason on the date of bid submission.	A self-declaration certificate from the authorized signatory should be submitted by the bidder.
6.	The bidder should have a minimum average annual turnover of Rs. 25 Lakhs in last three financial years i.e. 2016-17, 2017-18 and 2018-19 (financial years) with minimum annual turnover of Rs. 25 Lakhs in each of these years.	Attested audited copies of bidder's annual reports for the years i.e. 2016-17, 2017-18 and 2018-19 (financial years) alongwith a certificate from a practicing Chartered Accountant on his letter head confirming annual turnover & average annual turnover during these financial years should be submitted by the bidder.

7.	The bidder should have the experience of successfully executing atleast two (2) similar software development and maintenance project(s) of the minimum value of Rs. 10 Lakh in last five (5) financial years (i.e. 2014-15, 2015-2016, 2016-2017, 2017-2018, 2018-2019) or till the date of submission of bid for any Central/State govt. Department/ PSU/ Autonomous bodies/ reputed private companies .	Copies of purchase orders alongwith scope of work & deliverables and satisfactory work completion certificate(s) issued by the purchaser.
8	Cost of tender document Rs.590/- (Rs. 500/- + 18% GST) (Rupees Five Hundred Ninety Only) including GST.	Non-refundable tender fees of Rs.590/- (Rs. 500/- + 18% GST) (Rupees Five Hundred Ninety Only) including GST through online mode in favour of “India Trade Promotion Organisation”, payable at New Delhi as per the details given below.
9	Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees Twenty Thousand only)	The bidder must deposit Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees Twenty Thousand Only) through online mode in favour of “India Trade Promotion Organisation”, payable at New Delhi as per the details given below.

ITPO’S BANK DETAILS for the purpose of NEFT/RTGS

<b>Name of the Beneficiary</b>	<b>:</b>	<b>INDIA TARDE PROMOTION ORGANISATION</b>
<b>Name of the Bank</b>	<b>:</b>	<b>CENTRAL BANK OF INDIA</b>
<b>Brach Address</b>	<b>:</b>	<b>PRAGATI MAIDAN, NEW DELHI-110001</b>
<b>Account No.</b>	<b>:</b>	<b>1167404133</b>
<b>Type of Account</b>	<b>:</b>	<b>SAVING</b>
<b>RTGS Code</b>	<b>:</b>	<b>CBIN 0284078</b>
<b>MICR Code</b>	<b>:</b>	<b>110016150</b>
<b>PAN No.</b>	<b>:</b>	<b>AAATI2955C</b>
<b>GSTIN</b>	<b>:</b>	<b>07AAATI2955C1ZX</b>



**Note: Bids without a valid EMD/ Tender fees will be summarily rejected.**

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

## **9. UNDERTAKING**

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

## **10. BID PRICES**

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

## **11. PERIOD OF VALIDITY OF BID**

### **i) Validity Period:**

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

### **ii) Extension of Period of Validity**

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

### **iii) Amendment of RFP**

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

## **12. MODIFICATIONS/ SUBSTITUTIONS/ WITHDRAWAL OF PROPOSALS**

**i.** The applicant may modify, substitute, or withdraw its proposal after submission prior to proposal due date. No proposal shall be modified, substituted, withdrawn by the applicant after the proposal due date.

**ii.** Any alteration / modification in the proposal or additional information or material supplied subsequent to the proposal due date, unless the same has been expressly sought for by the authority, shall be disregarded.

## **13. COMPLIANCE WITH STATUTORY OBLIGATIONS**

- The bidder shall be responsible for ensuring compliance with provisions of related Labor Laws (Central/State) and specifically factory Act, Minimum Wages Act, Payment of wages Act, PF Act ,ESI Act, Payment of Bonus Act, Contract Labour (R&A) Act, Workmen Compensation Act etc. as applicable from time to time. The bidder shall be solely responsible for any cost and consequences on account of any breach and or non-compliance of any of the provisions of the Labour laws. The service provider shall indemnify ITPO against any claims/costs/damages and Penalties in respect of breach of the any of the provisions of the laws in force.
- It shall be the responsibility of successful bidder to comply with all liabilities arising out of any provisions of Labour Acts/Enactments (including PF/ESI/INSURANCE) hitherto in force or enacted from time to time during the term of the contract. In case of any breach, the successful bidder shall immediately notify ITPO in this regard.
- The employees of the Successful bidder shall not be deemed to be employees of ITPO; hence the compliance of the Laws with respect to its/their employee/their welfare will be the sole responsibility of the successful bidder. ITPO does not bind itself to provide any Canteen, Medical & Transport facilities inside or outside ITPO.
- The successful bidder will maintain attendance register & wage register of its employees.
- The successful bidder shall take out a Workmen Compensation Policy & covering all his employees for the contract period & submit a copy of the same to ITPO.
- The service provider has to ensure that the prescribed minimum wages as applicable from time to time to the respective category of personnel deployed at ITPO (as per central/State Govt.) are paid on or before 7<sup>th</sup> of the following month.
- All records, documents under various statutory provisions including ESI/PF/Disbursement of monthly Wages shall be maintained by the successful bidder and shall be open for inspection by an authorized representative of ITPO/third party authorized by ITPO and Government Agencies.

## **14. SPECIAL TERMS AND CONDITIONS**

- ITPO reserves the right to verify the operation and performance of project by the bidder and the bidder shall permit ITPO to do so. ITPO will evaluate the information submitted by the bidder with regard to bidder's capacity. The bidder cannot subcontract the work at any stage.
- The job would be awarded to the L1 bidder, whosoever declared as L1 bidder, as per the criteria defined in the Item Rate BoQ.
- Rates quoted in the Item Rate BoQ should be valid for the complete contract period as no changes in the price bid would be considered at a later stage.
- E-tender not submitted in the format specified as per the tender document will be summarily rejected.
- E-tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
- The bidder cannot make any amendment in the Technical Bid /Item Rate BoQ; neither can he impose any condition. All such bids will be rejected at the discretion of ITPO.
- The user department will assign the job order with the time frame for completing the job.
- The rates quoted in the price bid will be inclusive of all taxes (except GST), fees, and levies.
- The agency will submit the invoice supported by complete description of work and rate payable as per job order.
- The invoice should contain PAN, GST no., Job Order Details, HSN Code, Bank Details and address of the bidder when the payment has to be made.

## **15. CLARIFICATION ON BID DOCUMENTS**

The prospective bidders are advised to collect all information regarding functioning of prevailing working procedures and systems which may be necessary for the purpose of bidding and submit a realistic offer for the successful development & implementation of software and other ancillary works at their own cost without any liability on ITPO. Problems if any, arising out of submission of bid without proper assessment of requirement by the bidder shall in no way be considered by ITPO.

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

## **16. ACCEPTANCE & WITHDRAWALS**

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

## **17. ITPO'S DECISION TO BE FINAL**

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

## **18. AWARD CRITERIA**

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

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

## **19. PERFORMANCE SECURITY**

Within seven (7) calendar days of the receipt of Notification of Award / Letter of Intent from ITPO, the successful bidder shall furnish the Performance Security for an amount equivalent to 10% of the total contract value in the form of Demand Draft (DD) drawn in favour of “India Trade Promotion Organisation” payable at New Delhi. Performance security shall be refunded preferably within 90days after conclusion of the contractual period. Delay in submission of performance security may attract a penalty of Rs. 5,000 for the first week of delay & additional Rs 5,000 for delay exceeding beyond one week limited to a maximum delay of two weeks. ITPO reserves the right to terminate the contract for a delay beyond 15 days.

## **20. PAYMENT TERMS & PERIOD OF CONTRACT**

1. ITPO shall pay fixed charges, on mutually agreed basis for the contracted services rendered.
2. No Boarding, Lodging, TA, DA or any other expenses shall be paid by ITPO for providing services.
3. ITPO shall deduct any dues, such as TDS etc. while making payments.

The contract shall be initially for a period of six (6) months extendable further upto six (6) months. Payment for the period shall be released in three equal installments for a particular period after completion of two months and submission of proper invoice (s) and other relevant documents subject to satisfactory services rendered by the vendor.

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

## **21. TAXES AND DUTIES**

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

## **22. NOTIFICATION OF AWARD & SIGNING OF CONTRACT WITH PURCHASER**

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

### **23. EXPENSES FOR THE CONTRACT**

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

### **24. FAILURE TO ABIDE BY THE CONTRACT**

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

### **25. TERMINATION FOR DEFAULT**

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

- a) If the contractor fails to deliver any or all of the goods and perform services within the time period(s) specified in the contract, or any extension thereof granted by the company.
- b) if the contractor fails to perform any obligation(s) under the contract .
- c) if the contractor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the company.

### **26. GOVERNING LAW**

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

### **27. INDEMNIFICATION**

- The bidder/service provider shall indemnify ITPO against any claims, damages, loss or penalty including costs thereof in case of liability arising out of any accident/incident involving manpower deployed by him/it.
- ITPO will not be responsible for any injury sustained by Bidder/ Service Provider's personnel during the performance of its/their duties and also any damage or compensation due to any dispute between them and it's personnel. Any expenditure incurred by ITPO to handle the situation arising out of the conduct of personnel deployed by the bidder /Service Provider will be made good from Security Deposit/Bills of the bidder /Service Provider.
- In case of injury or loss of ITPO staff due to any act or deed of successful bidder's employee or due to an accident, the successful bidder shall arrange to pay ITPO employee or his legal heirs as per existing Govt. rules and regulations. The insurance

claim settlement shall be the sole responsibility of the successful bidder. The legal costs will also be borne and paid by the successful bidder.

- The bidder shall also indemnify to ITPO for making good any claim/penalty /loss or damages including costs thereof in respect of any breach or violation of any of the provisions of any law including labour laws governing the employee of the bidder. In case of failure to make good above losses / expenses to ITPO, the same shall be deducted from the monthly bills / security deposited / future payments due to the bidder.
- The service provider shall indemnify ITPO against third Party claims arising out of equipment malfunctioning/mishandling on the part of personnel provided by the Service Provider. The Service Provider shall also indemnify to reimburse any theft, loss or damage by his personnel to ITPO personnel or property including machinery, equipment or buildings. In case, any such amount is not deposited/paid to ITPO, the same shall be deducted from Security Deposit/Bills/Future payments due to the Service Provider.

## **28. RESOLUTION OF DISPUTES**

The dispute resolution mechanism shall be as follows:

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

## **29. SUBMISSION OF BIDS**

- Bid should be submitted only through online mode at CPPP website: <https://eprocure.gov.in/eprocure/app>. Manual bids shall not be accepted.
- Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>'.

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

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

### **30. AUTHENTICATION OF BID**

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

### **31. VALIDATION OF INTERLINEATIONS IN BID**

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

### **32. ANNOUNCEMENT OF BIDS**

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



### **33. BIDS NOT CONSIDERED FOR EVALUATION**

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

### **34 . OPENING OF ITEM RATE BoQS**

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

### **35. CLARIFICATION OF BIDS**

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

### **36. COMPLETENESS OF BIDS**

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

### **37. RECTIFICATION OF ERRORS**

Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between the rates in words and figures, the rate in words will govern.

### **38. REJECTION OF BID**

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

### **39. FORCE MAJEURE**

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

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

**India Trade Promotion Organisation  
(A Govt. of India Enterprise)  
Pragati Bhawan, Pragati Maidan  
New Delhi – 110001**

**Tender No ITPO/ITSD/RITES MODULES/2020**

**Sub: Invitation of online bids for Maintenance of legacy Personnel Information System (PIS), TID application, Finance Management System applications in use in ITPO and facilitating migration of legacy PIS application data to the proposed HRMS application to be implemented by ITPO**

**TECHNICAL BID**

**Company Details**

Name of the Company: \_\_\_\_\_

Mailing address: \_\_\_\_\_

\_\_\_\_\_

Contact Executive \_\_\_\_\_

(Name & designation)

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

GSTIN \_\_\_\_\_ PAN No. \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seal of the company: (Authorized Signatory)**

**Name and Title:**

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

**Tender No. ITPO/ITSD/RITES MODULES/2020...../2020**

To,

The General Manager (IT)  
I.T. Services Division  
India Trade Promotion Organisation  
Pragati Bhawan  
Pragati Maidan  
New Delhi-110001

**Sub: Maintenance of legacy Personnel Information System (PIS), TID application, Finance Management System applications in use in ITPO and facilitating migration of legacy PIS application data to the proposed HRMS application to be implemented by ITPO.**

Dear Sir,

With reference to **Tender No. ITPO/ITSD/RITES MODULES/2020** dated \_\_\_\_\_, **2020**, we hereby submit our bid in the prescribed format as desired by ITPO. We hereby also accept the terms & conditions prescribed in the bid document.

Thanking you,

Yours faithfully,

( )

Authorised Signatory

Name \_\_\_\_\_

Designation \_\_\_\_\_

Contact No \_\_\_\_\_

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

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

..... as our true and lawful attorney (hereinafter referred to as the “Authorised Signatory or Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Invitation of online bids for **Maintenance of legacy Personnel Information System (PIS), TID application, Finance Management System applications in use in ITPO and facilitating migration of legacy PIS application data to the proposed HRMS application to be implemented by ITPO**, including but not limited to signing and submission of all applications, proposals and other documents and writings, and providing information/ responses to ITPO, representing us in all matters before ITPO, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with ITPO in all matters in connection with or relating to or arising out of our Proposal for the said Tender and/or upon award thereof to us.

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

IN WITNESS WHEREOF WE, .....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2020

For .....

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

.....

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

Notes:

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

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

**PRICE BID UNDERTAKING**

**Tender No. ITPO/ITSD/RITES MODULES/2020.....2020**

**From: (Full name and address of the bidder)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**To,**

**Dear Sir/Madam,**

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

**Yours Faithfully,**

(Signature of authorized Representative)

**PROFORMA OF AGREEMENT**

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

**AND,**

M/s. \_\_\_\_\_ a firm having its office at (hereinafter shall be referred to as “the Contractor/successful bidder”, which expression unless repugnant to its meaning or context thereof, shall include its executors, administrators, successors and permitted assignees) as OTHER PART. This shall be effective from the DD/MM/YYYY for six (6) months i.e. upto DD/MM /YYYY (Bidding Document No. **ITPO/ITSD/RITES MODULES/2020**). The Contractor, under this Agreement, shall execute the subject job / provide service(s) in a professional manner as per the detailed scope of work as defined in the bidding document and the Company will pay the Successful bidder for execution of the subject job / service(s) provided as per the agreed payment terms and conditions of the bidding/contract document. The Successful bidder shall also be liable for the Defect Liability Period / Warranty Period, if specifically mentioned in the bidding document, for the job executed/ service provided by him/them. All the terms and conditions of the Detailed Letter of Acceptance and its enclosures including bidding document and if Addendum(s) shall be applicable and binding for this Agreement.

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

Signed and Delivered Signed and Delivered



For and on behalf of

India Trade Promotion Organisation

---

Name:

Designation:

Date:

Place:

Name:

Designation:

Date:

Place:

For and on behalf of

Other part \_\_\_\_\_

Name:

Designation:

Date:

Place:

Name:

Designation:

Date:

Place:

**SERVICE LEVEL AGREEMENT AND PENALTIES**

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

**SYSTEM AVAILABILITY**

**System Availability** is defined as:

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

Where: -

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

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

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

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

**PERFORMANCE MEASUREMENTS**

<b>Type of Infrastructure</b>	<b>Measurement</b>	<b>Minimum Service Level</b>
System Response Time	End to end response time should be < (end user to core application and back)	99%
System Response Time	Support concurrent users for access to 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 4	99%

	hours. 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.	
Incident Management	Percentage of incidents escalated resolved	99%

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

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

#### Duration of SLA

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

#### Breach of SLA

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

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

**ANNEXURE-VII**

**UNDERTAKING APROPOS INDEMINFYING ITPO**

To,

The General Manager (IT)  
I.T. Services Division  
India Trade Promotion Organisation  
Pragati Bhawan, Gate No.-10  
Pragati Maidan New Delhi-110001

Ref: **Tender No ITPO/ITSD/RITES MODULES/2020**

**Sub: “Maintenance of legacy Personnel Information System (PIS), TID application, Finance Management System applications in use in ITPO and facilitating migration of legacy PIS application data to the proposed HRMS application to be implemented by ITPO”.**

Dear Sir,

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

Yours faithfully,

Authorised Signatory:

Name & Title of

Signatory:

Seal:

Name of Bidder:

**UNDERTAKING APROPOS NOT BEING BARRED/BLACK LISTED**

To,

The General Manager (IT)  
I.T. Services Division  
India Trade Promotion Organisation  
Pragati Bhawan, Gate No.-10  
Pragati Maidan New Delhi-110001

Ref: **Tender No ITPO/ITSD/RITES MODULES/2020**

**Sub: “Maintenance of legacy Personnel Information System (PIS), TID application, Finance Management System applications in use in ITPO and facilitating migration of legacy PIS application data to the proposed HRMS application to be implemented by ITPO”.**

Dear Sir,

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

Yours faithfully,

Authorised Signatory:

Name & Title of Signatory:

Seal:

Name of Bidder:

**CERTIFICATE IN SUPPORT OF FINANCIAL TURNOVER**

**Tender No ITPO/ITSD/RITES MODULES/2020**

To,

The General Manager (IT)  
I.T. Services Division  
India Trade Promotion Organisation  
Pragati Bhawan, Gate No.-10  
Pragati Maidan New Delhi-110001

**Sub: “Maintenance of legacy Personnel Information System (PIS), TID application, Finance Management System applications in use in ITPO and facilitating migration of legacy PIS application data to the proposed HRMS application to be implemented by ITPO”.**

Dear Sir,

In response to the Tender Ref. No. **ITPO/ITSD/RITES MODULES/2020** dated \_\_\_\_\_, 2020, we hereby declare that the details of total turnover during last three financial years (in Lakh) as follows:

Sl.no.	Financial year	Turnover Rs. in lakhs
1.	2016-17	
2.	2017-18	
3	2018-19	

Thanking you,

Yours faithfully,

(Authorised Signatory)

Name of the Chartered Accounts \_\_\_\_\_

Registration No. with seal \_\_\_\_\_

Contact no. \_\_\_\_\_

## CHECKLIST

Sl.no.	Description	Yes/No.	Page nos.
1.	TECHNICAL BID (ANNEXURE-I)		
2.	FORMAT FOR APPLICATION & LETTER OF UNDERTAKING REGARDING ACCEPTANCE OF TERMS & CONDITIONS (ANNEXURE-II)		
3.	FORMAT FOR POWER OF ATTORNEY FOR NOMINATING/ APPOINTING – AUTHORISED SIGNATORY (ANNEXURE-III)		
4.	PRICE BID UNDERTAKING (ANNEXURE-V)		
5.	PROFORMA OF AGREEMENT (ANNEXURE-V)		
6.	SERVICE LEVEL AGREEMENT AND PENALTIES (ANNEXURE-VI)		
7.	UNDERTAKING APROPOS INDEMINFYING ITPO (ANNEXURE-VII)		
8.	Document in Support of Clause no. 8-1		
9.	Document in Support of Clause no. 8-2		
10.	Document in Support of Clause no. 8-3		
11.	Document in Support of Clause no. 8-4		
12.	Document in Support of Clause no. 8-5		
13.	Document in Support of Clause no. 8-6		
14.	Document in Support of Clause no. 8-7		
15.	Document in Support of Clause no. 8-8		
16.	Document in Support of Clause no. 8-9		

**Note:- All required documents may be provided as per checklist and mentioned page nos. clearly.**