

# **NOIDA METRO RAIL CORPORATION (NMRC) LIMITED**

**Request for Proposal (RFP)**

**Tender No. NMRC/HRMS/97/2019**

**Tender Document**

**For Appointment of Agency for Installation and Maintenance of HR  
Management System**

**January 2020**

**Issued by:**

**Noida Metro Rail Corporation (NMRC) Limited  
Block-III, 3<sup>rd</sup> Floor,  
Ganga Shopping Complex, Sector-29, Noida -201301,  
District Gautam Budh Nagar, Uttar Pradesh, India**

## **Disclaimer**

This Request for Proposal (RFP) Document (or “Tender”) for “Appointment of Agency for Customisation, Installation and Maintenance of HR Management System” contains brief information about the scope of work and selection process for the Bidder (“the Agency” or “the Tenderer” or “the Supplier”). The purpose of the Document is to provide the Bidders with information to assist the formulation of their Bidding Documents.

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this Document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Bid. Noida Metro Rail Corporation Ltd. (“NMRC” or “the Corporation”) or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document.

NMRC reserves the right to change any or all conditions/information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as NMRC may deem fit without assigning any reason thereof.

NMRC reserves the right to accept or reject any or all Bids without giving any reasons thereof. NMRC will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Bid/s to be submitted in terms of this RFP Document.

## **Glossary**

- a) **“Addendum / Amendment”** means any written amendment / addendum /corrigendum to this RFP, from time to time issued by NMRC to the prospective bidders
- b) **“Agreement”** means the Contract Agreement to be executed between NMRC and the Selected Bidder
- c) **“Applicable Laws”** means all the laws including local, state, national or other laws, brought into force and effect by Govt. of India, State Governments, local bodies, statutory agencies and any other, and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time
- d) **“Bidder”** or **“Tenderer”** or **“Agency”** means any entity which is a sole proprietorship firm, a partnership firm or a company, in title and assigns which is submitting its bid pursuant to RFP Documents
- e) **“Bid Due Date”** means Bid Submission end date and time given in the tender
- f) **“Earnest Money Deposit (EMD)”** means the refundable amount to be submitted by the Bidder along with RFP documents to NMRC
- g) **“Performance Bank Guarantee/ Security Deposit”** means interest free amount to be deposited by the Agency with NMRC as per terms and conditions of Contract Agreement as a security against the performance of the Contract agreement
- h) **“NMRC”** means Noida Metro Rail Corporation Limited ( or “Corporation” or “Employer”)
- i) **“Party”** means Agency or Corporation (together they are called **“Parties”**)
- j) **“Re. or Rs. or INR”** means Indian Rupee
- k) **“Selected Bidder”** means the bidder who has been selected by NMRC, pursuant to the bidding process for award of Contract

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto hereinabove.

**RFP for Appointment of Agency for Customisation, Installation and Maintenance of HR Management System**

**Data Sheet**

1	Name of the Bid	RFP for Appointment of Agency for Customisation, Installation of HR Management System
2	Time-period of contract	3 month installation + 1 year maintenance
3	Method of selection	Cost Based Selection (Lowest –L1)
4	Bid Processing Fee	Rs 5,900/- (Rupees Five Thousand Nine Hundred ) through Demand Draft/RTGS/NEFT only payable in favor of Noida Metro Rail Corporation Limited
5	Earnest Money Deposit (EMD)	Rs. 45,000/- (Rupees Forty Five Thousand Only)
6	Bid System	Two Bid System (Technical and Financial)
7	Name of the Corporation and Official	Executive Director Noida Metro Rail Corporation, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Gautam Buddha Nagar, Noida 201301 Email: <a href="mailto:nmrcnoida@gmail.com">nmrcnoida@gmail.com</a> Website: <a href="http://www.nmrcnoida.com">www.nmrcnoida.com</a>
8	Bid Validity Period	180 days
9	Bid Language	English
10	Bid Currency	INR
11	Key Dates	Schedule
(a)	Issue of Bid	01/01/2020
(b)	Bid Meeting	14/01/2020, 1100 hrs (IST)
(c)	Last Date of Bid Submission	22/01/2020 up to 1100 hrs (IST)
(d)	Date of Technical Bid Opening	23/01/2020, 1500 hrs (IST)
13	Account details	<b>For Bid Processing Fee &amp; EMD</b> State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh -201301 IFSC Code: SBIN0004077 A/c No. 37707840592 Noida Metro Rail Corporation Ltd.

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## Section 1: General Information

### 1.1. Background

- a. Noida and Greater Noida are being developed as the satellite towns to New Delhi and more and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. There is a need of providing an efficient, reliable and comfortable transportation system for the population intending to settle in these towns and also the public coming to these areas for education, service and business.
- b. Noida Metro Rail Corporation is a Special Purpose Vehicle (SPV) formed by Noida and Greater Noida Authorities for planning and executing urban transport projects in Noida, Greater Noida regions. The Corporation desires to provide a world-class Public Transportation System with state-of-the-art technology. As such, the overarching criterion for setting up of the Corporation is to help create an efficient, safe, reliable, economical and affordable public transport system.
- c. An elevated metro line between Noida and Greater Noida is operational since January 2019.
- d. NMRC invites Bids for selection of Agency for Installation and Maintenance of HR Management System.
- e. In this regard, the Corporation invites the limited tender.
- f. NMRC will shortlist the Bidders on the basis of evaluation criteria mentioned in this RFP Document. On the basis of the minimum evaluation criteria, qualified Bidders will be shortlisted and financial proposal of only qualified Bidders will be opened.

### 1.2. About Locations

The metro corridor is 29.7 km long and is known as Noida-Greater Noida Metro Rail Corridor. It comprises 21 metro stations starting from Noida Sector 51 in Noida and ends up at Depot Station in Greater Noida.

### 1.3. Communication

All communications should be addressed to -

#### **Executive Director**

Noida Metro Rail Corporation (NMRC) Limited  
Block-III, 3<sup>rd</sup> Floor, Ganga Shopping Complex, Sector-29,  
Noida -201301  
District Gautam Budh Nagar, Uttar Pradesh  
Email: nmrchnoida@gmail.com

## **2. Section 2: Terms of Reference**

### **2.1. Project Background**

Currently all HR related activities including the payroll (through excel) process are carried out manually in the form of memos, forms and files. The current system of HR has the following gaps, though the processes are managed in a controlled manner.

1. Lack of automation and integration with existing accounting application leading to duplicate data and multiple actions for single process.
2. Lack of real time MIS - Most of the reports are generated manually which take times.
3. Lack of operational efficiency due to mostly manual interventions.
4. Large scale reconciliation requirements leading to wastage of substantial time and efforts
5. No single source of truth or centralized employee database available in the NMRC that could facilitate collation, presentation and utilization of key HR related information on a real time basis, for pro-active decision making.

Keeping in view of the aforementioned issues and challenges, NMRC intends to automate the HR processes across all its administrative offices with a Human Resource Management System (HRMS).

### **2.2. Objectives**

The key objectives of implementing a HRMS shall be:

1. To facilitate employees with single point of access and to provide online access to the current, complete and accurate information related to the functions and HR services
2. To facilitate secure, instantaneous and online payment options for the compensations, taxes and statutory benefits associated with the HR services
3. To reduce the administrative burden and to be a cost-effective service delivery channel for NMRC
4. To help NMRC in achieving its governance vision through Information & Communication Technology enablement.

For better management of its human resources functions, the HRMS is envisaged to facilitate and effectively manage the following HR process areas of NMRC (including but not limited to):

1. Manpower Planning & Recruitment
2. Employee Roster Management
3. Personnel Information System
4. Payroll Management System
5. Leave & Attendance System
6. Employee Transfer Tracking System
7. Performance Management System
8. Training Administration
9. Promotion/Career & Succession Planning System
10. Claim/Re-imbusement Management System
11. Employee Self Service System
12. General Administration
13. Reports Management System
14. Operation & Maintenance Support

### **2.3. Project Overview**

To meet the key objectives mentioned in the previous section, NMRC intends to select a System Integrator for the comprehensive implementation of the HRMS including system study, application development/customization, legacy data digitization and migration, training and change management, rollout to all NMRC administrative offices and comprehensive operations and maintenance, etc. of the HRMS, etc. for a period of 1 years following go-live.



## **2.4. Scope of Work**

The overall indicative scope of work for the System Integrator shall as be as given below:

1. HRMS Application Development/Customization and Rollout
  - a. System Study, Requirement Gathering and Redefining To-Be processes.
  - b. Design, development/customization of Web-based HRMS application.
  - c. Mobile App development on Android and iOS.
  - d. Integration with existing NMRC applications.
  - e. Application Testing and Acceptance.
  - f. Pilot rollout across HQ.
  - g. Complete rollout of the web-based application and mobile app across all remaining NMRC offices.
  - h. Security testing and certification (vulnerability assessment and penetration testing) of HRMS application before go-live by System Integrator
  - i. Third-Party Audit of HRMS application to be carried out by NMRC with regards to security, performance, availability, manageability, SLA reporting and data quality. System Integrator shall support TPA for all audit related activities.
2. Hosting Infrastructure for HRMS Application
  - a. Hosting of HRMS application on cloud services provided by MeitY empanelled cloud service provider
3. Network Connectivity
  - a. System Integrator has to provide network connectivity at Cloud Data Center and DR site for hosting the HRMS application.
  - b. All administrative offices of NMRC are already connected with suitable network connectivity and System Integrator needs to ensure that all such offices can access the HRMS application during rollout.
4. End-User Hardware
  - a. NMRC has client-end hardware such as desktops and printers across all its administrative offices which shall be used for accessing the HRMS application. System Integrator has to ensure that all such Hardware has the requisite browsers and plugs-in for operating the HRMS application.
5. Scanning, Data Entry and Migration of Records
  - a. Scanning, indexing and metadata entry of approx. 16 lakh pages comprising of various types of records such as service books, leave accounts, etc. of all in-service employees of NMRC till 31st December, 2019
  - b. For all HR records generated from 01st February, 2020 till go-live of HRMS application, NMRC shall carryout data entry in forms/templates shared by the System Integrator. The filled forms/templates shall be uploaded to HRMS application by System Integrator
  - c. Data migration from existing legacy applications
  - d. Validation of scanned, data entered and migrated data

6. Training to NMRC Staff
  - a. Training of approximately 70 employees of NMRC in batches of 20 to act as master trainers for all Remaining NMRC staff.
  - b. Training shall be carried out at Headquarters.
  - c. Online user manual and FAQs for all NMRC staff for self-paced learning.
  - d. Feedback of training sessions carried out by System Integrator shall be provided by NMRC and System Integrator shall use the same to improve further training sessions.
7. Operations and Maintenance Support
  - a. Handholding support for an initial period of 12 months following go-live of HRMS application. This can be extended to a further period of 6 months if required by NMRC.
  - b. Post implementation support for the HRMS web and mobile application for a period of 1 or more years.
  - c. Post implementation support for all hosting infrastructure for a period of 1 or more years.
  - d. Helpdesk support for a period of 1 or more years.
  - e. Onsite manpower deployment for operations and maintenance of the project for support.

## **2.5. Indicative HRMS Solution Architecture**

Various layers of the HRMS application architecture are described as below:

1. **Client:** HRMS Application for NMRC should be browser based application and should run on all major web browsers (such as Internet Explorer, Mozilla Firefox, Safari, Opera, etc.). Web browser should be compatible with any mobile device including Android, iOS, etc.
2. **Presentation Layer:** Presentation Layer should enforce uniform header, footer and standard side bar items and navigation in each screen to maintain uniform look and feel of the data. The interface of the HRMS application should be user-friendly and easy to operate as the users shall also include all category employees. It provide the facility of Indexing & Search Services for employees
3. **Business Layer:** Business Layer should implement the process flow and logic that drives the business functionality. Inter-operable and Open Standard/protocols like web enabled services, APIs. This layer should also give functionality for data exchange using web-enabled services based component or database synchronization with external agency. Framework should have provision to keeps all the user activity to be audited and logged during the business process.
4. **Database Layer:** It has been visualized that the HRMS solution for this project would have to manage very high volumes of data, and would have to store a large amount of data for long-term preservation of records at various repositories. It is mandatory for the System Integrator to ensure faster access and better manageability of this data. The System Integrator should propose technology that is powerful enough for designing and querying database models at the conceptual level, where the application is described in terms easily understood by non-technical users. The System Integrator is expected to use data models that can capture more business rules, and are easy to validate and evolve. It is expected that the System Integrator shall consider mechanisms that would improve the performance of this layer.

5. **External System:** NMRC requires communicating with existing systems already operating in the organization. Web enabled service interface should be provided to communicate with external systems. Offline data exchange using files should also supported by this layer.
6. **Security Architecture & Requirements:** Solution should comply with latest Information Technology Act including all amendments thereon as issued by Govt. of India and its equivalent authorities, etc. Users shall access to the system must be through a single sign on process, which should involve specification of a user identification, a password and the applications displayed must be as per the user profile and authority. The system should have a provision for multi-factor authentication through the use of biometric devices/ digital signatures in the future, if required by NMRC. The system should allow user to change his/her password based on a given time-frame as well as give the user the option to change his password at any time. The system should disable the User profile after three unsuccessful log-on attempts. The system should be able to log successful and failed attempts to the system.
  - a. Information, hardware and software must be secured to both internal and external parties (such as through password encryption).
  - b. The security measures adopted must be of wide range and of high quality, to create confidence in the systems security and integrity. The system must be protected against deliberate or accidental misuse that might cause a loss of confidence in it or loss or inconvenience to one or more of its users.
  - c. The application system should strictly be password protected and access to different process areas should be role specific
  - d. Audit trails should be provided to allow the activities of users to be monitored.
  - e. For the system, security must be available at Functional level, User group/class level, Menu level and Transaction type level.
  - f. There should be 3 levels of Security Considerations as described below:
    - At User level: This should include at least the following aspects:
      - User authentication
      - Role based access to services, transactions and data
      - Provision for Digital Certificate(if required) to be used for signing the Documents
    - At the Network/ Transport level: This should include at least the following aspects
      - Network Link Encryption (IPSEC)
      - Encrypted HTTP session using SSL (HTTPS)
    - At the Application & Database level: This should include at least the following aspects
      - Secure storage of user credentials through RADIUS or equivalent protocol
      - Server –to-server communication encryption secure mode
      - Secured/ encrypted storage of data/ data elements in Database & DB Backups
      - Comprehensive logging & audit trail of sessions and transactions

## **2.6. Testing and Quality Review**

The HRMS application testing shall at least include Unit Testing, System Integration Testing, Performance Testing, User Acceptance Testing (UAT), etc.

The System Integrator shall obtain the sign-off from NMRC on testing approach and plan (inclusive of Test cases). The System Integrator shall perform the testing of the HRMS application based on the approved test plan, document the results and shall fix the bugs found during the testing. Though NMRC is required to provide formal approval for the test plan, it is the ultimate responsibility of the System

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Integrator to ensure that the end-product delivered meets all the requirements of the HRMS implementation specified by NMRC.

The System Integrator as part of the HRMS Application testing shall carry out the following activities:

1. The System Integrator shall prepare the application testing procedure for conducting test on various process areas of the HRMS solution including the test cases. The application testing shall include Unit Testing, System Integration Testing, User Acceptance testing, Performance Testing (Full Load/ Stress Test), Integrity Testing, Security & Access Control Testing etc.
2. The System Integrator shall obtain the sign-off from NMRC on the testing approach and plan.
3. The System Integrator shall demonstrate to NMRC that the solution meets all the functional & technical requirements as per the NMRC finalized during the System Study.
4. The System Integrator shall test the integration of the cross function processes as well as the external applications based on the approved testing procedure.
5. On successful completion of the Integration test, the System Integrator shall conduct the Full load/ Stress test using suitable tools in accordance with the approved test plan. These tools have to be provided by System Integrator.
6. The System Integrator shall provide and ensure all the necessary support for the conduct of the User Acceptance test by the identified employees of NMRC who are responsible for day-to-day operations of the functions automated through the HRMS solution. The System Integrator shall share the test cases and demonstrate the testing procedure to the identified employees.
7. The System Integrator shall fix the bugs/errors found during the testing, document the results of the testing and submit a report to NMRC.
8. The System Integrator shall obtain the sign-off from NMRC on the successful testing report to consider the UAT completed.

### **2.7. HRMS Application Rollout**

The HRMS application shall be rolled out in two phases:

1. Pilot Phase Rollout
2. Complete Rollout

The System Integrator has to undertake the following activities with respect to the pilot rollout of the HRMS Application.

1. Development/customization and testing of shortlisted process areas as per requirement.
2. Rollout of HRMS across identified administrative offices
3. Migration of data from existing applications if required.
4. Training and capacity-building for NMRC staff across all pilot locations
5. Stabilization of pilot process areas based on issues encountered and feedback received

### **2.8. Preparation of Disaster Recovery Operational Plan**

The System Integrator should provide detailed operating procedures for the HRMS application during the following scenarios. These shall be mutually agreed upon with NMRC during the project kick-off.

1. Business as usual: the primary site is functioning as required, procedures for ensuring consistency of data availability at secondary site.

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2. Disaster: Declaration of disaster, making the Disaster Recovery site live for production, ensuring availability of users to the secondary site.
3. Operations from DR site: Ensuring secondary site is addressing the functionality as desired
4. Configure proposed solution for usage

### **2.9. Periodic Disaster Recovery Plan Update**

The System Integrator shall be responsible for –

1. Devising and documenting the DR (Disaster Recovery) policy discussed and approved by NMRC.
2. Providing data storage mechanism from the Go-Live date till the date of contract expiry for the purpose of compliance and audit

### **2.10. Confidential Information, Security and Data**

The Selected Bidder shall promptly on the commencement of the Exit Management Period, if not already provided, supply to NMRC or its nominated agencies the following:

1. Documentation relating to Intellectual Property Rights
2. Project related data and confidential information;
3. All current and updated data as is reasonably required for purposes of NMRC or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by NMRC or its nominated agencies; and
4. All other information (including but not limited to documents, records and Agreements) relating to the services reasonably necessary to enable NMRC or its nominated agencies, or any successive agency appointed by NMRC for management of the HRMS to carry out due diligence in order to transition the provision of the services to NMRC or its nominated agencies, or any successive agency (as the case may be).
5. Before the expiry of the Exit Management Period, the Selected Bidder shall deliver to NMRC or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the Selected Bidder shall be permitted to retain one copy of such materials for archival purposes only.

2.11. Technical specifications

S. No.	Scope of Work
1	<p><b>ESS Dashboard</b></p> <ul style="list-style-type: none"> <li>a) User-friendly dashboard, admin can set dash lets as per the requirement and roles</li> <li>b) User can see employee directory with phone number as per given access by admin</li> <li>c) View current shift as per roaster if required.</li> <li>d) Upcoming holidays indicating RH &amp; GH can be seen along with its date.</li> <li>e) Quick link for web check in and out</li> <li>f) User can see new joining in his/her department/branch</li> <li>g) Celebrations of the current month - Birthdays, Anniversaries &amp; Work Anniversaries of team members.</li> <li>h) Calendar - Current Month</li> <li>i) News &amp; Updates</li> <li>j) To do list if user want to create.</li> <li>k) Accolades</li> <li>l) Words of wisdom</li> <li>m) Balance leave</li> <li>n) Company Master Policies.</li> <li>o) My leave applied&amp; their status of approval</li> <li>p) Quick link for apply leave, feedback and request</li> <li>q) Gallery</li> </ul> <p><b>Work Dashboard</b></p> <ul style="list-style-type: none"> <li>a) Useful links</li> <li>b) To Do with required filters</li> <li>c) Pending leave requests</li> <li>d) Appraisal this month</li> <li>e) Pending resignation approvals</li> <li>f) Today's employee status</li> </ul>
2	<p><b>Leave Management</b></p> <ul style="list-style-type: none"> <li>a) Apply leave</li> <li>b) Balance Leave Records including Encashable Leave, Non-Encashable Leave, Half Leave etc as per HR Policy.</li> <li>c) Manage Leave entitlement as per leave policy.</li> <li>d) Applied leaves list</li> <li>e) My team leaves list</li> <li>f) Leave approvals list</li> <li>g) Leave revoke</li> <li>h) All holidays list</li> <li>i) Holidays and leaves display in calendar</li> <li>j) Add RH request</li> <li>k) RH request details list</li> <li>l) Employee Leave Balance</li> </ul>

3	<p><b>Attendance &amp; Roster Management</b></p> <ul style="list-style-type: none"> <li>a) Check in and Check out</li> <li>b) Attendance list</li> <li>c) Employee wise attendance summary</li> <li>d) View attendance of particular employee</li> <li>e) Team attendance list</li> <li>f) My attendance list</li> <li>g) Attendance approval list</li> <li>h) Compensation &amp; OD Request Approval</li> <li>i) Compensation off request</li> <li>j) Comp off request details list</li> <li>k) OD Request details list</li> <li>l) OD Request</li> </ul>
4	<p><b>Training Management</b></p> <ul style="list-style-type: none"> <li>a) My Training</li> <li>b) My Team Training</li> <li>c) Training Approval</li> <li>d) Training Attendance</li> <li>e) Trainee Evaluation Form</li> <li>f) List of Trainee from other organization &amp; their Schedule</li> </ul>
5	<p><b>Exit Management</b></p> <ul style="list-style-type: none"> <li>a) Add application form</li> <li>b) Resignation list</li> <li>c) My Team resignation list</li> <li>d) My Team Approval</li> <li>e) NOC from departments online &amp; Assets any issued to Employee &amp; its record.</li> <li>f) Exit Approvals</li> </ul>
6	<p><b>Performance Management</b></p> <ul style="list-style-type: none"> <li>a) HR review list</li> <li>b) KRA/Goal Approval List</li> <li>c) Share Employee Goals</li> <li>d) My Review</li> <li>e) MOU Targets</li> <li>f) Performance Plan</li> <li>g) Uploading APAR of Employee.</li> <li>h) Final Assessment</li> </ul>
7	<p><b>Policy &amp; News</b></p> <ul style="list-style-type: none"> <li>a) Document Approval List</li> <li>b) Download Policy</li> </ul>

	c) News Approval List
8	<p><b>Reports with Custom Alerts &amp; Notifications</b></p> <p>a) Standard Reports as per the modules</p>
9	<p><b>Payroll Management</b></p> <p>a) Run Payroll : With Calendar Statics</p> <p>b) TDS Calculation of Employee.</p> <p>c) Advance Payment and Loan management of different type &amp; its perquisite calculation</p> <p>d) Salary Register with component details</p> <p>e) Salary Slip generations/salary statement</p> <p>f) Investment Declaration and Actual Declaration</p> <p>g) Attendance Approval</p>
10	<p><b>Settings</b></p> <p><b>a) Company Information</b></p> <p>General, Company Branches, Languages, Department, Designation, Clients, Currency, Diseases, State settings</p> <p><b>b) User roles</b></p> <p>Add users, religion, allocate roles, role modules, nationality</p> <p><b>c) Email Management</b></p> <p>Create email template, email configuration, email allocation</p> <p><b>d) News/Policy</b></p> <p>Add accolades, wisdom, policies, announcements, gallery, company mission and vision, news/policy approval setting</p> <p><b>e) Employee Setting</b></p> <p>Blood group, marital status, standard settings, manage bank details, verification settings, education settings, status settings, employee medical policy, employee delegation approver, employee series settings, on boarding's settings&amp; NOC for Passport, Education Updation, NOC for Higher Studies.</p> <p><b>f) Leaves Settings</b></p> <p>Add leave period, create company holidays, add leave master, leave master configuration, leave approval settings</p> <p><b>g) Attendance Settings</b></p> <p>Attendance rule, create working shifts, set biometric rules, attendance approval settings, employee shift roaster, shift roaster, assign employee shift, mobile app setting, Compensation off &amp; OD configuration settings</p> <p><b>h) Trainings</b></p> <p>Training details, Training approval setting, Training evaluation questions (if any), Training Bond</p>



	<p><b>i) Performance Review Set up</b> Performance review setup, appraisal setting, category, sub category, add goal, create assessment year, goal approval setting, reviewer approval settings</p> <p><b>j) Exit Management Settings</b> Resignation approval settings, resignation configuration, exit interview question, Form of NOC at the time of relieving.</p>
11	<b>Mobile App (Android) for connectivity through internet.</b>
12	<p><b>Payroll Settings:</b></p> <ul style="list-style-type: none"> <li>• Company Payroll Info</li> <li>• Setup Rules</li> <li>• Setup PF, ESI, Professional Tax &amp; deduction Rule</li> <li>• Automatic generation of File for uploading in PF &amp; ESI Server</li> <li>• Individual Bank Details of Employees &amp; its report for Payment</li> <li>• CTC Slab and Grades, Increment annually &amp; demotion if any</li> <li>• Pay Components and Pay Allocation such as Basic Pay, Dearness Allowance, Perks, other Incentive, House Rent Allowance, House Rent Allowance Rules in case of Staff quarter, Deduction of PF &amp; ESI, Quarter Rent etc.</li> <li>• IT Declaration and related information such as Investment type, Declaration Amount &amp; Actual Amount made by an employee in ESS are visible to HR/Finance Team</li> <li>• Issue of Form-16 as per Income tax Format.</li> <li>• Calculation of Arrear of New Joining, Increment Arrear &amp; other arrear.</li> <li>• HRA put all the information of payroll &amp; salary run by Accounts department.</li> </ul>
13	<p><b>Third Party Integration</b></p> <ul style="list-style-type: none"> <li>• Tally Integration for Account Part</li> <li>• Employee should able to declare the Property Declaration</li> </ul>
14	<p><b>Re-imbusement Module-Claims/Advances</b></p> <ul style="list-style-type: none"> <li>• Claims of Employee Medical Claim, Conveyance, TA/DK Claim, Self-Conveyance Allowance, Mobile Bill Re-imbusement, Mobile Re-imbusement, Briefcase Re-imbusement, Laptop Re-imbusement, Night Duty Allowance, Kilometer Allowance, Composite Daily Allowance, Leave Encashment&amp; Other allowance admissible etc &amp; its records as per eligibility of Employee.</li> <li>• Uploading Feature of Paper required for processing claims.</li> <li>• Approval of Allowance</li> <li>• Payment of Allowance automatically through portal &amp; its reports.</li> </ul>

## 2.12. Functional Requirements Specifications

### Process Area-I: Core HR

#### (Org. Management, HR Records & Information System, on boarding, Transfer, Promotion, etc.)

1. The objective of a Human Resource Management System (HRMS) is to provide a centralized & automated platform for carrying out employee related functions of NMRC.
2. System shall be highly flexible to accommodate and incorporate any new policies / procedures / processes and its amendment.
3. Ability to maintain an Employee Master
4. System should facilitate information exchange between various Process Areas (2 way Information integration) i.e. any process should be able fetch required inputs from any other related or dependent Process.
5. Ability to define & manage organization structure including hierarchy across all offices up to depots level etc. by defining name/ create of functions, sub-functions and positions.
6. Ability to update a position's attributes and automatically update the incumbent's records
7. Ability to capture detailed job specification (including narrative text and/or context sensitive links to online Title/Policy Specification PDFs on the NMRC web site)
8. Ability to setup and maintain a nation-wide job description database, i.e. Across all offices/units of NMRC job title table, including descriptions, qualification standards
9. Ability to process variations and exceptions to the standard job titles identified in the system at the employee level
10. Ability to define administrative powers for organizational units (position-wise) & integrate with workflows for approvals
11. Ability to define/enlist all clauses/rules/policy under NMRC employees' staff regulations, time to time circulars and office orders pertaining to NMRC's Employees and contractual workers
12. The system shall be able to automatically generate the Employee Code for any new joiner based on the code scheme of NMRC.
13. System shall have the ability to record and capture the following personnel details but not limited to:
  - Name, Former name if any,
  - Gender,
  - Employee ID
  - Section code,
  - Work Location,
  - Permanent address, Correspondence address, E-Mail address,
  - Marital status,
  - Religion,
  - Nationality,
  - Date of birth,

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- Dependent Information
- Contact phone numbers,
- Emergency contact information
- Permanent Account Number(PAN),
- Bank account number,
- Date of appointment
- Passport number,
- Driver's license number,
- Declaration of personal assets,
- Educational & Professional qualifications,
- Caste,
- Job Description/work assigned
- Employment Status (• Active, • Terminated, • Leave with and without Pay, Retired, • Voluntary retired etc.)
- Disability
- Other user defined criteria
- Pay status: Hourly/Salary,
- Basic pay,
- Pay Scale,
- Overtime pay,
- Allowances,
- Deductions
- Description
- Frequency
- Amount
- Limit on deduction amount
- Start and ending dates
- Deductions to third parties,
- Pension payments,
- Non cash benefits,
- Leave by types,
- Medical plan & coverage,
- Retirement date,
- Any other user defined fields or categories.

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14. System should facilitate Advanced search options for the employee database with categorization
15. Ability to allow multiple employees to share a single position (e.g., two people working part time sharing a role)
16. Ability for a system to link positions to recruiting functionality to ensure that positions must exist to create a recruitment action.
17. Ability to generate electronic transfer letter with all relevant fields including joining period to the new posting position/Section, however System integrator will study the requirement in detail prior to implementation
18. System shall have facility to define pre-qualification (academic/professional/ experience) requirements for specific posts.
19. Ability to identify vacant posts for transfer & shall publish transfer posting requirements
20. System shall capture details for transfers as demanded by employees
21. System shall match the position requirement with the employee profile (skill set matching)
22. Ability to match transfer requirement with the transfer location wish-list of the employees
23. Ability to capture transfer requirements on the basis of administrative action suspension/complaint/etc.
24. System shall allow generating of Transfer Requests/ Orders for transfer of employees from one location to another.
25. Ability to maintain the relieving & joining details (date of relieving & joining, current location of employment) of the transferred employee.
26. System shall update the employee master on relocation or transfer of an employee from one place to another or one section to another.
27. System should facilitate short listing of nominees for promotion based on Seniority in relevance to:
  - Date of Joining
  - Category
  - PAR(Performance assessment report)
  - DPC
  - Vigilance Clearance
28. System shall issue relieving & joining letters to employees on transfer.
29. System shall have facility to update employee status (probation, confirmation, suspension, Termination, Deputations, Resignations, etc.)
30. Facility to define/ modify NMRC specific promotion and increment rules & eligibility criteria in the system
31. Provision for system generated alerts indicating the employees due for confirmation, promotion, increments, etc. as on prescribed rules and regulation
32. Ability to generate notification for commencement of background & other verification and fitness tests, etc. for selected candidates

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33. Facilitate entry of results obtained from various verification & fitness test, etc. for selected candidates.
34. System shall have the ability to record data of employees from the date of joining / entry into NMRC. System shall have the capability to maintain check list for authentication and acknowledgement of various aspects related to joining viz., medical reports, testimonials, caste certificates, other relevant certificates, etc.
35. System shall facilitate creation & maintain service book for a new joiner.
36. Ability to automatically populate certain applicant information to employee service book when hired (information fetching from online applications etc.)
37. Ability to create custom forms that can pre-populate specific form fields from database.
38. System should have facility to generate e-Mail alerts with provision to capture the response through embedded control from reader.
39. Ability to assign a transaction code to an employee's record updated through a mass change
40. Ability to import data from external systems.
41. Ability to export report-related data to other applications (e.g., Excel, Access, etc.)
42. Ability to produce statistical charts and graphs from the database exporting data to Excel or other programs
43. Ability to create, modify, save and view standard and ad-hoc reports
44. Ability to view reports online, save reports to a file, distributes information in electronic format.
45. System should have provision to digitally sign reports and documents
46. Ability to generate periodic reports based on different frequencies –daily, weekly, monthly, quarterly, and yearly (ad-hoc and on-demand)
47. Ability to automatically monitor dates for HR processes (e.g. Date of increment, date of joining from leave, etc.)
48. System should be able to maintain service book & associated attachments
49. System should be able to generate and maintain employee Attrition data, demographic data, etc. and any other on-demand reports
50. Ability to generate the statements of contributions by employees and by NMRC on Monthly, Quarterly & Yearly basis e. g. Provident fund, etc.
51. Provision for e-Exit process for employees at the time of exit. Alternatively, personnel section can initiate exit process for employee.
52. System shall generate alert to personnel section, 2 year prior to retirement of any employee for proactive action. All associated workflows should be updated accordingly.
53. Facility to fill exit interview form by employee & HR (on resignation) and analyse to identify patterns.
54. Ability to define and update a checklist upon separation -- checklist would include assets, loans, dues, pending cases etc.
55. Ability to process NDC (No Due Certificate)/clearance/NOC from various sections at the time of Exit through E-Exit process

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56. System should facilitate all sections to 'flag' any employee exit record in case of pending dues or outstanding.
57. Ability to generate and print Reliving Certificate / Experience Certificate once all approvals are granted.
58. Provision to select nominee before & after the death of employee.
59. Ability to retrieve details of terminated employees in case he/she is reinstated or reappointed
60. System shall have facility to define Transfer Policy Parameters in the System
61. System shall allow generation of lists of vacancies at any time.
62. Facility to record details of employees declined for promotion earlier.
63. Facility to generate on-line promotion order & have facility to communicate the same to the relevant employees.
64. Provision for concerned section to generate periodic reports for number/ nature of grievances addressed, Office-wise pending cases, Delayed responses, etc.

### **Process Area-II: Employee Relations**

#### **(Communication, Grievances, Engagements)**

1. Ability to create a unique identifier to track grievances based on case criteria (e.g., finance, payroll, Labour Relations, employee etc.)
2. Ability to create, edit, maintain and view grievance-related data
3. Ability to maintain and provide status about individual grievances, including the ability to view complete report.
4. Ability to track the section/subsections cited in a grievance, including the ability to track multiple claims per grievance./No
5. Ability to generate alerts & track on grievance timeline and status
6. System shall auto escalate the grievance to the higher officer in case the person to whom the grievance is marked failed to respond in a pre-defined interval
7. In case employee is dissatisfied with the response of his grievance, System shall allow employee to file appeal against the response.
8. Ability to filter and sort grievance data based on outcome
9. Ability to assign priority to grievance logged
10. Ability to link or cross-reference related grievances
11. System shall support searching of cases by employee code, employee name, case number etc.
12. Ability to prevent changes to closed grievances.
13. System shall allow users to define the categories of misconducts and rules under which grievance could be initiated.
14. Ability to initiate disciplinary action against defaulted employee and to create & print various disciplinary letter e.g. SCN (show cause notice), warning letter, memo etc.
15. Ability to capture results of closed grievance.

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16. Ability to add, attach and upload all related documents and files related to particular disciplinary actions.
17. Ability to produce a report to track all disciplinary actions and steps taken to resolve (sorted by employee-specific record, number of employees receiving disciplines, gender, category)
18. System shall allow users to define the competent authority, who can raise or file charge sheet for any employee.
19. System shall allow authorized/delegated/designated users to generate charge sheet against an employee
20. System shall generate unique ID for each case and shall maintain case history for every Charge Sheeted Case. The details which are essentially required to be maintained are:
  - Employee Code
  - Category of charge (Major/Minor)
  - Charge sheet issued by
  - Brief description about the charge
  - Date and number of charge sheet
  - Status
  - Last decision
21. System shall generate statement of pending cases on a periodic ad-hoc or on demand basis. The statement shall describe the status of the cases.
22. System shall have the ability to generate list of opened/ pending/ closed cases.
23. System should facilitate creation of custom workflows with unique ID for various employee surveys and provide analysis & high-level grouping i.e. representation of results in charts, graphs etc.
24. Ability to search results of survey based on unique survey ID, Category, section, group etc.
25. Ability to create email embedded short surveys. E.g. typically limited to 4-5 questions.
26. Ability to initiate feedback collection through custom workflows.
27. Ability to create & maintain a repository of survey questionnaire (sample questions) and tag the question to relevant topic.
28. Ability to replicate existing surveys to create new surveys.
29. System will have all policies, rules and regulations of NMRC in digital form with indexing and searching facility.
30. System shall display relevant sections of act or policies in form of tooltips or help icon in forms, dashboards, approval screens etc. wherever applicable.
31. Ability to generate custom notification via e-mail/SMS to employees/specific group of employees based on type of notification including policy changes.
32. Employee dashboard should include a space for posting digital contents, NMRC can utilise this space as digital notice board. All digital contents posted shall first be approved/moderated before, it is being published.
33. Ability to record manually assigned grievance numbers

**Process Area-III: Talent acquisition**

1. System shall allow consolidation of vacant positions in real time manner.
2. System should facilitate initiation of recruitment on the basis of list of approved vacancies.
3. Ability to access by category, cadre and date, the number of incumbents section wise.
4. Facility to capture details of the Recruitment Policy / Rules and to alert users if there is any violation of the policy
5. Draw recruitment schedule in accordance with the requirement plan
6. Ability to report/inquire on number of vacancies for vacant posts(all categories and cadre)
7. Ability to report/inquire on vacant positions.
8. Ability to provide an applicant tracking system for job applicants(selected candidates)
9. Ability to create, edit and view application data for all effective dates (e.g., history, current, future) and maintain. Security levels would be necessary to restrict this functionality to those with the appropriate authorization.
10. Ability to create and edit published vacancies and maintain history.
11. Ability to publish vacancies to the NMRC web site to facilitate searching for vacancies.
12. System should have ability to capture all data related to recruitment process starting from application, exam results till interview and posting etc.
13. Ability to capture and view resume and applicant data (may include test scores, mental and physical ability test, background checks based on position). Security levels would be necessary to restrict this functionality to those with the appropriate authorization
14. Ability to create, edit and view vacancy related data for any effective date (e.g. history, current, and future, cancelled) and maintain.
15. Ability to create, modify and deactivate job description and maintain history
16. Ability to view and search all open vacancies (that have been posted) electronically
17. Ability for the system to match & rank application data against job requirements based on specified fields.
18. Ability to specify open/close dates for job postings.
19. Ability to automatically de-activate a job posting on its closing date.
20. Auto generates unique identity number for each new applicant.
21. Ability to track, the number of people applying for a vacancy.
22. Ability to provide online access for hiring authority to view qualified applicants and status updates during the recruiting process.
23. Ability to schedule, coordinate and track applicants for exams/testing/screening process (interviews, panels, and physical ability tests)
24. Ability to store, identify and view applicant information by applicant name and/or requisition number, contact number etc.



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25. Ability for applicants to update their personal information before issue of admit cards and check the status of their applications, and view their test scores
26. Ability to maintain detailed applicant history including historical test scores.
27. Facility for generation of call letters for written test/interview with allocation of Roll numbers
28. Facility to map a competency framework (matrix) for various competency types with desired proficiency levels for each position/category
29. Facility to define the evaluation criteria and generation of results post evaluation.
30. Ability to track applicant's progression.
31. Generation of merit list of candidates on user configurable criteria such as category-wise, reserved category & cadre wise etc.
32. Ability to generate ad-hoc reports for third-party review (e.g., by section/agency/Auditor)
33. Ability to generate report on all applicants, and their related data.
34. Generation of system driven regret letters and/or offer / appointment
35. Facility to receive on-line responses e.g. on queries / consents etc.
36. Ability to generate system driven posting orders.

### **Process Area-IV: Payroll**

1. Ability to define payroll for all types of employees i.e. Full Time and contractual positions etc.
2. Ability to establish specific salary structure parameters for all positions.
3. Ability to define various cost centres with unique ID and maintain history cost centre wise.
4. Ability to allow at least four decimals places when calculating pay rates.
5. Ability to add or remove an earning code (salary components) during any payroll cycle.
6. Ability to add, remove or modify lump sum payable amount to any or mass records.
7. Ability to determine employee's eligibility for special allowances (Hard area, CCA, etc.)
8. Ability to automatically calculate percentage based or flat amount salary adjustments for annual or interim increase or awards.
9. Ability to consider employee status (e.g., leave without pay (LWP)) in processing salary/pay scale/step increases or compensation process.
10. Ability to perform a retroactive pay adjustment based on the results of the performance appraisal process or any other pay revision/adjustments.
11. Ability to generate report on earnings, supplemental earnings, payouts, awards by all attributes & deductions.
12. Ability to generate report by different types of payrolls (e.g., contractual/stipend, part-time, regular, etc.)
13. Ability to calculate final settlements & trigger payment workflows of the exiting/retiring employees.
14. Ability to run "interim" in order to issue employee pay cheques/electronic (EFT) (including termination pay) on demand, as needed in certain situations (e.g. corrections, underpayments,

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late paperwork submission, missed payroll deadlines, etc.) at any time of month (for e.g. Full and Final settlement etc.).

15. Ability to identify an earning type (e.g., flat amount, percentage, rate, hours, etc.).
16. Ability to specify the calculation of a pay event (or component of pay for exceptions like Gratuity/bonus etc.)
17. Ability to specify whether a deduction is eligible for a partial deduction. Link deduction amounts with pay frequencies (e.g., some deductions, including charitable donations are annual or periodic)
18. Ability to differentiate between pre-tax and post-tax deductions.
19. Ability to specify, what mandatory and voluntary deductions an earning is subject to (e.g., retirement, contribution, deferred compensation, etc.)
20. Ability to issue employee refunds of improper or excess payroll deductions, and process a "negative"(deduction reversal) deduction back through HRMS (instead of processing a check/advice)
21. Ability to restrict use of a deduction based on certain policy defined criteria.
22. Ability to perform mass deduction/changes based upon specific input parameters, including policy changes.
23. Ability to prorate deductions as same as payables.
24. Ability to calculate, withhold, maintain, and change additional tax on an annualized or a percentage basis.
25. Ability to calculate the appropriate taxes for taxable non-cash fringe benefit values that were reported, and to withhold the taxes from the employee's regular wage payments.
26. Ability to maintain period, monthly, quarterly, year-to-date, and inception-to-date balances on withholdings & accruals.
27. Ability to provide a net pay calculator to end users for "what if" deduction scenarios.
28. Ability to maintain payroll status and history, and facilitate ad-hoc reports.
29. Ability to calculate gross payroll based on employee salary, pay policy, and days/hours worked and accumulate data on pay period, quarterly, calendar, and financial YTD basis by pay category and employee's cost and responsibility centre and object code
30. Ability to check gross amount earned per individual
31. Ability to produce a pay order for contract employees.
32. Ability to process partial deductions if an employee's pay is insufficient to cover the deduction.
33. Ability to capture, track, and adjust deductions not considered (deduction arrears).
34. Ability to automatically recalculate tax withholdings if a tax-exempt deduction is not considered due to insufficient funds.
35. Ability to prioritize deductions.
36. Ability to identify and adjust overpayments
37. Ability to automatically pay additional earnings every pay cycle up until a specified amount is reached.

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38. Ability to calculate additional earnings for employees.
39. Ability to restrict the use and editing of certain additional earnings to specific groups of employees.
40. Ability to capture, track, calculate and apply pay differentials.
41. Ability to make mass additional payments (e.g.as a result of class action awards, union stipulations, court orders, reward & recognitions etc.).
42. Ability to separately tax retroactive payroll adjustments, stipends, and awards etc.
43. Ability to have the option to issue a cheque instead of a direct deposit transaction advice (on an exception basis) for an employee.
44. Ability to allow on-line cancellation of a previously issued cheque by entering the cheque number.
45. Ability to interface with bank reconciliation files to group employee pay cheques by employer bank account numbers
46. Ability to search & view a history of cheques/advices for employees (e.g., date, cheque number, amount, open/closed, etc.)
47. Ability to generate and transmit payroll information to the bank and print a report of direct deposits filed
48. Ability to reverse or adjust individual payroll transactions at any point in the payroll cycle before disbursement.
49. Ability to adjust remaining deduction balances at the employee level including:
  - Process refunds
  - Close a deduction balance (e.g., loan/advance EMIs) that has expired
50. Ability to process unlimited adjustments for each employee.
51. Ability to perform mass pay scale reclassifications retroactively (e.g., step/category increment)
52. Ability to process payments to employees in a no-pay status (e.g., unpaid leave,etc.) and enter the transaction with the appropriate effective date
53. Ability to calculate percentage and/or flat deductions for a retroactive change
54. Ability to maintain the regular payroll tax rules and deductions for retrospective payments that are a result of a delay in regular pay
55. Ability to capture comments related to supplemental/special payments that are related to retrospective payments
56. Ability to calculate retroactive adjustments based on the change in leave status(e.g., positive and negative leave)
57. Ability to identify, categorizes, itemize and track reimbursements in order to eliminate any duplicate reimbursements (e.g., expense reimbursements, conveyance claims, etc.)
58. Ability to calculate conveyance reimbursement based on applicable rates and miles/ kms travelled for current and past periods (need history of rates)
59. Provision to add additional types of employee reimbursements in future
60. Provision to incorporate approval path for reimbursement claims.

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61. Ability to process and flag reimbursements as non-taxable payroll items.
62. Ability to produce payroll reports with various frequencies.
63. Ability to support ad hoc reporting for authorised personnel.
64. Ability to generate standard pre-payroll reports on demand, such as Pending Payment Register, Duplicate Data Entry, etc.
65. Ability to create payroll registers.
66. Ability to generate Advice File for Bank Notification.
67. Ability to generate General Ledger Exception Report: Error report
68. Ability to create a payroll check list including pay period, agency, the number of cheque, gross amount, deductions, and net pay, etc.
69. Facilitate leave encashment, claims, medical reimbursements, etc.
70. Facility to auto-calculate allowances effected due to increments.
71. Other user-defined reports
72. Ability to prepare or generate periodic statutory returns (PF, Gratuity, labour, etc.)Monthly Payroll FRS
73. Ability to calculate and deduct statutory, as applicable.
74. Provision to prepare statutory returns pertaining to employee benefits including salary slip, tax slip, PF, Gratuity, etc.
75. Ability to maintain the employee wise sub-ledger for advances & receivables.
76. Ability to prepare bank payment vouchers for payment of salary to employees
77. Ability to capture salary details according to cost centre, responsibility centre, element, account code, etc. for cost allocation.
78. System should be able to maintain information for all employees with respect to the payments made against any reimbursement (wherever applicable).
79. System should be able to facilitate recurrent reimbursement per employee wherever applicable.
80. Ability to check eligibility criteria for various loans and advances. Ability to calculate EMI of the loans and advances for recovery.
81. Ability to produce TDS certificate for employees.
82. Ability to show & print Employees pay-slip at users end.
83. Support statutory Compliance with applicable labour laws.
84. Ability to segregate the employer's contribution towards PF and distribute to respective authorities.
85. Ability to timely prepare and facilitate submission of various statutory returns like withholding tax, ESIC, etc.
86. Ability to process employee recovery data and payment to authorities like PF, etc.
87. Ability to generate Overtime & Absenteeism Report
88. Ability to generate deduction report.

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89. Ability to generate all Loans & Advances Ledger.
90. Ability to prepare Income Tax salary certificate (form 16)
91. Ability to prepare Loan recovery list.
92. Ability to generate ad-hoc reports for third-party review (e.g., by sections / agency/ Auditor)
93. Ability to create monthly pension bill for payment to pensioners.
94. Ability to prepare Annual ledger of each pensioner
95. Ability to generate summary of accrual such as leave etc.

### Process Area-V: Compensation and Benefits

1. Ability to create, edit and view employee benefits, advances, loans, allowances etc. eligibility data and related employee benefits data according to governing policies, employee status, appointment status, and maintain historically.
2. Ability to create similar plan definitions without having to enter redundant data (e.g. numerous plans are created with many of the same attributes).
3. Ability to define grants under post-retirement benefits for retired employees.
4. Ability to prepare final settlement for retired employees.
5. Ability to perform a retroactive pay adjustment.
6. Ability to define and update eligibility for benefit plans based on unit office/Location, employment, job status (in-service/retired) etc.
7. Ability to define and update benefit plans based on salary and/or percentage calculations pre-tax and/or after tax (e.g. insurance, deferred compensation plans, optional supplemental benefit package deductions, dues and arrears)
8. System should be able to maintain information for all employees with respect to the payments made against reimbursement, sick leave, particulars of doctors sanctioning the same, list of approved hospitals, data of medical classification etc., (wherever applicable)
9. Ability to define and update employee deductions/contributions and employer share amount/percentage for benefit plans.
10. Ability to define and update benefit eligibility rules based on compensation policies.
11. Provision for employees to request for change in benefit plan.
12. Ability to verify employee eligibility for a requested benefit change, notify employees (through an auto-trigger alert) that, the change has been accepted or rejected and identify when the change is effective.
13. Ability to process different rate calculations and deductions for groups of employees.
14. Ability to perform automatic changes to benefits according to rules (e.g. termination of benefits, automatic enrolment in appropriate benefits).
15. Ability to use unique code values or identifier for benefits plan
16. Ability to provide automatic default benefits choice if no response received from employee and generate notification letter to employee.

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17. Ability to define coverage based on pre-defined selection criteria (e.g., self-coverage, self plus one, family coverage, etc.).
18. Ability to establish and maintain changes to benefit plan rates.
19. Ability to identify employee and employer contribution and payment amounts separately.
20. Ability to maintain multiple deduction schedules.
21. Ability to indicate that an employee's benefit deduction is pre-tax and/or post-tax
22. Ability to make mass changes to employee record tables based on benefit plan changes.
23. Ability to automatically trigger alerts to employees for changes made to benefit plans
24. Ability to compute and report value for tax purposes (e.g., fringes benefits) to employees and notify via email annually, or anytime a change is made to the value.
25. Ability to link changes to an employee's benefit plan. When adding a new plan the system will supersede the old plan while maintaining the old plan in history.
26. Ability to provide benefit programs that support enrolment functions for two married employees and verification/prevention of "dual coverage" based on governing rules/policies & provisions
27. Ability to track all employee benefit deductions by user date of entry, payroll deduction date, and by user effective date of benefit change.
28. Ability for employee to maintain dependent information (e.g., primary/contingent, age, AADHAR UID, relationship, etc.). This information should be made available in all ESS modules.
29. Ability to maintain benefit enrolment data on employees who are on leave, who have separated, or who have returned for deduction and benefit eligibility status and maintain historically.
30. Ability to perform multiple benefit related transactions related to one event.
31. Ability to maintain the data necessary to identify all available benefit plans, medical coverage options / premium costs for preparing a comprehensive benefits handbook.
32. Ability to provide pre-populated forms (with personal information) for open enrolments of benefits.
33. Ability for employees to print user selected benefit options.
34. Ability to collect and maintain current and historical dependent data.
35. Ability to track dependents regardless of dependent status and allow employee to access/update information for further action by employer.
36. Ability to generate refund letters/templates and download.
37. Provision for pay revision for annual increment.
38. Provision for Pay fixation and revision on promotion/demotion.
39. Ability to define the time-period/eligibility for all increments (step increases within category) & compensations.
40. Provision to process arrear and backdated payment calculations based on predefined criteria
41. Facility to calculate incremental arrears with consequent tax adjustments.
42. Ability to calculate arrears in case promotion is made with retrospective effect.
43. Provision for submitting request for permission related to any claims, benefits etc.

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44. Ability to track all permission requests and generate alert to appropriate authorities for approval.
45. Ability to link benefits to approved requests (for higher studies or incentive/increment etc.).
46. Facility to process normal increments for each employee, and special increments(Stagnation Increments/ Advance Increments, etc.) based on pre-defined rules and regulation
47. Facility for automatic updation of payroll information & service records in case of promotion / regularization.
48. Facility to auto-recalculate allowances effected due to increments.
49. Facility to process, accept/reject, track tour requests (TA/DA, bookings, etc.) and reimbursements

### **Process Area-VI: Talent management**

1. Ability to create & maintain resource pool based on competency, cadre, Category, seniority, etc.
2. Provision to generate recruitment/transfer requirements based on resource pool & to link with manpower planning
3. Allow concerned users to define vacancy for recruitment (define vacancies based on sanctioned strength and existing employee strength for each section/unit/different offices etc.)
4. Ability to maintain a career plan for employees that includes their training plan and integrated with Learning and Development.
5. Ability to track employee progress against their training plan for career advancement
6. Capability to map competencies/skills, experience, qualification, etc. and link it with manpower planning.
7. Facilitate user to create new posts or modify existing posts through appropriate approval.
8. Capability to make provisions for direct employment/ promotion/recruitment to specialist categories/part time or contractual employees.
9. Capability to analyse and forecast skill-wise/cadre-wise/category-wise manpower requirements for a specified period based on data relating to new upcoming units/resignations/dismissals/future retirement etc.
10. Capability to generate a consolidated manpower plan (Section-wise/Unit-wise) for approval through work-flow management system
11. Capability to issue alerts before any position falling vacant due to retirement/termination & resignation etc., term of temporary or contractual employee getting over
12. Capability to integrate with the recruitment/performance management module.
13. Final transfer list should be published section wise (MIS Report)
14. Provision for a mandatory checklist such as completion of defined trainings etc. before allowing promotions/ increments
15. Facility to create a competency framework (matrix) for various competency types with desired proficiency levels for each position/category
16. Ability to identify and develop successors for a particular role/position.

**Process Area-VII: Performance management**

1. Ability to specify weighted values for specific competencies (KSAs-Knowledge Skills and Abilities) matching proficiency level and years of experience, and if applicable, assessment scores.
2. Ability to customize workflows for routing, approvals and notifications based on requisite configurations and revise as needed by appropriate authority
3. Ability to enter weighted job KRA rating scores and editable evaluation comment over web access.
4. Ability to maintain historical information on performance evaluations/ratings of employees.
5. Ability to generate competency-based evaluations of employees
6. Ability for a supervisor to evaluate employee goals and determine completion of employee goals.
7. Ability for automatic calculation of final scores considering individual assessment scores/ratings. (Ability to provide an overall performance rating.)
8. Ability to initiate PAR (Performance Assessment Report) based on predefined category/cadre wise template for a particular year or incidents.
9. Ability to list goals for a specified period (Annually).
10. Ability to allocate unique PAR ID tagged to employees.
11. System should facilitate reporting officer, reviewing officer, accepting authority to review appraisal form filled by employee and to comment and rate as per predefined rating section.
12. Facility to allow employee to complete Performance Self – Appraisal online
13. Provision to record the results and points of Performance review.
14. Ability to maintain and track the appeal process for performance evaluations
15. Ability to link career plan of employees with their training plan (integrated with L&D) for career advancement.
16. Ability to track employee progress against their training plan and performance improvement plan.
17. Provision to allow definition of hierarchical workflows for processing of appraisals and role based access rights & strict security control features to safeguard privacy& confidentiality of appraisal records.
18. Provision for online processing for Appraisals and time bound reminders for disposal of appraisals of all employees.
19. Ability to generate ad-hoc reports for HR/management review (e.g., by Section/Unit offices etc.)
20. Ability to Print, download and export the data in PDF, WORD, etc. formats.
21. Ability to link the appraisal with promotion/increment, career planning, disciplinary action etc.
22. Ability to generate various analytical ad hoc reports.
23. Ability to generate notification at various stages of PAR to various stakeholders. (Notifications may also include some guidelines, policy, steps etc.)



**Process Area-VIII: Time & Attendance and Absence management**

**(Leave, Tours/Travel, etc.)**

1. Ability to record and track attendance from biometric attendance system.(Attendance input/records to be fetched from existing Biometric Attendance System/Manual System)
2. Ability to extract customised attendance report (including master roll).
3. Provide facility to mark attendance and fill time sheets if applicable.
4. Provision to record employee attendance at all training sessions and conferences.
5. Provision to maintain record of unauthorized absence.
6. Ability to suspend accruals leaves for ineligible employees.
7. Ability to accommodate the accrual of time for employees on a pro-rata basis.
8. Ability to prorate leaves accruals based on full-time percentage.
9. Ability to automatically relate staff schedules to leave.
10. Ability to provide restrictions regarding accrued leaves.
11. Ability to limit earned leave carry-over as applicable as per policies.
12. Ability to automatically expire unused leave accruals as per leave rules.
13. Ability to define all types of leaves as per government rules and internal policy.
14. Provision to define rules & conditions for leave encashment, accrual of leave, lapsing of leave, ceilings for accumulation of leaves, rules for combination of leave types, minimum and maximum number of days of leave per period etc.
15. Facility to keep track of holidays and to define holidays including weekly and other holidays as per government notifications, to be linked with attendance.
16. Allow automatic credit of leave with provision for manual credit / debit /modification / cancellation based on rules and exigencies etc.
17. Ability to view leave eligibility, availed leave and balances.
18. Provision to define hierarchical workflows for recommendation and approval of leaves
19. Provision for leave cancellation; leave amendments, extension, advancement or postponement of leave.
20. Provision to allow comments on refusal of leave and provide a text box for inserting specific reasons.
21. Ability to capture required supporting documentation based on use of leave (e.g. doctor's notes, medical leave certificate, fitness certificate etc.)
22. Provision that salary is automatically stopped if a person is absconding.
23. System should generate notification via mail and SMS on any transactions of leaves.
24. Provision for generating ad-hoc reports regarding leave accruals, summary, eligibility etc.
25. Ability for a division/section to consolidate and track annual leave plans submitted by employees.

**Process Area-IX: Learning and development**

1. Ability to historically maintain data related to employee's training record (e.g., classes taken, dates taken, when class is due to be taken again, work location, budget, attendance certificate, etc.)
2. Ability to define a training plan by position/title (e.g., training necessary to move from assistant to manager) and to modify that training plan as their position/title changes
3. Ability to have dynamic training rosters (allow for registrations, cancellations, and rescheduling)
4. System should facilitate generation of nomination list for tracings based on various policies and rules. (Training records and history to be linked)
5. Ability to record & maintain employee attendance at all training sessions and conferences and provide a certificate. Provision to add comments by training section in case of absence.
6. Provision to define certificate templates and generate e-certificate, with option for printing, saving, downloading and exporting in commonly used document formats.
7. Provision to fetch training needs from PAR (Performance Assessment Report).
8. Ability to indicate category of training i.e. sponsored by department curriculum, conferences, agency vs. other sources)
9. Ability to maintain detailed data related to training courses (e.g., dates, hours, costs, credit hours, etc.)
10. Ability to maintain course ratings for trainees (e.g., grade, pass/fail, scores, etc.)
11. Ability to maintain the listing of trainers and their individual competencies country wide, both internal and external trainers with provision to record training hours.
12. Provision to link online training courses to an employee's training plan and update upon completion
13. Ability to enrol an employee in mandatory training courses and notify the employee and/or supervisor of enrolment and when classes are going to be offered.
14. Automatically send an email/SMS reminder to an employee /supervisor for their upcoming class based upon a user input date
15. Ability to track employees who are in long term training programs, including training courses taken and whether the training course was completed successfully
16. Ability to notify employees when new training courses are being offered as per eligibility.
17. Ability to maintain an approval process for both reimbursement and training course registration (by employee and Personnel/Establishment).
18. Ability to view the approval status for a training course, and/or reimbursement.
19. Ability to review prior denials of employee training through respective offices and reason for denial.
20. Ability to automatically reflect completed training and certifications on the employee's skill/competency profile.
21. Ability to link time and attendance to training for verification of employee attendance.

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22. Ability to restrict registration for training by user defined rules (e.g., limit those employees that repeatedly do not attend scheduled training from registering or training linked to specific roles and responsibility)
23. Ability to identify anticipated training needs based on existing and newly created/budgeted classifications based on reports.
24. Ability to capture demand for new or existing training courses throughout the year(e.g., via training plans)
25. Ability to track follow-up information on training courses (including training course evaluations and follow-up evaluations) in order to assist in determining training curriculum for the next year
26. Ability to define and maintain a target set of training courses for given positions; to match training needs to required skills; and to perform a gap analysis between required skills and employee skills
27. Ability to track training courses and/or training plan needed for career/job advancement for all employees
28. Provision for standard format for proposal creation, training plan, budget preparation and allocation of training budget to field units
29. Provision for training needs analysis by allowing employees to fill –up online questionnaires/feedback form.
30. Facility to employees to select optional (professional & development) training programmes and uploading request to participate
31. Facility to nominate resources for specific training requirements.
32. Provision to allow definition of hierarchical workflows for approvals (plan & budget, employee requests, etc.)
33. Facility to schedule training & send alerts concerned offices informing about, location, course details, dates, etc.
34. Facility to generate reminders/ escalation reports in case the training plan is not adhered by the employee
35. Facility to register learners and enrol learners for specific e-learning events(optional)
36. Provision for uploading training catalogue showing details like learning activity type [Computer Based Training (CBT), Web based Training (WBT), DVD(recorded trainings), classroom, seminar, workshop etc.], curriculum, pre-requisites, certification etc. and calendar features with search features to query courses and schedule.
37. Facility to monitor progress of e-learning activity of the employee & generate reports on learning history, skill gaps and learning events registered / taken (When Provisioned in NMRC)
38. Facility for employees to view the status of training requests.
39. Facility to record learner feedback on learning event, faculty, facilities, course material etc.
40. Provision to update of employee records online and service records with training results.
41. Provision to track and manage On the Job Training.

**Process Area-X: ESS**

1. Facilitate employee self-service to enable online employee/employer interaction.
2. Employee should be able to raise, modify, cancel any request or application through online portal, portal should facilitate document upload for support such as Request for
  - Mortgage deed
  - Double Establishment & HRA
  - Cafeteria approach (Opting flexible benefits from predefined list)
  - Reimbursements
  - Loans & advances and leave encasements
  - Leave (Casual leave, Earned Leave Maternity leave, Special leaves etc.)
  - Any other requests or queries.
  - Responses to clarification
  - Uploading requisite documents (wherever applicable)
  - Grievances raising and status tracking
3. Facility to initiate separation process and track the same through various stages like NDC, NOC (Loan completion certificate, Ex-India leave etc.)
4. Online views, save, print & export (common document formats) of salary slip, promotion letters, joining letters, increment letter, etc.
5. System should facilitate employees to add, modify, update personal, dependents, family information etc.
6. System should facilitate add, remove, update modify nominee information.
7. System should facilitate employees to view organization structure and their hierarchy, roles, job description, career development plan, salary slips etc.
8. System should facilitate employees to submit online tax/investment declaration.
9. System should facilitate employees to mark and raise regularization request for attendance records.
10. ESS should facilitate enrolment for training and view training calendar.
11. System should facilitate Ad hoc reports generation and export.
12. System should facilitate to create, modify, cancel & track travel/tour requests and reimbursements (TA/DA, Entertainment allowance, Electricity Bills, Self vehicle allowance, Composite Daily Allowance, late sitting & others etc ).
13. System should facilitate filling self-appraisal form and track the status.
14. Submission of claims by employees for themselves and their dependents as per their eligibility.
15. View claim balance eligibility and claim summary for all the categories of claims based on eligibility.
16. Facility to notify/remind the employee through self-service/e-mail/SMS regarding modification or requirement of additional data (To-do List)

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17. Facility to calculate and allow user to view his retirement benefits (as on date) after completing the mandatory requirement of service
18. Dashboard feature should have provision to view any system generated alerts, notices, circulars, posts, events etc.
19. Facility to allow employees to raise, check status & close their grievances.
20. Ability to create, edits, views, and maintains history of all employee certification, accomplishment, and skill information, regardless of job title.
21. Provision for employee to submit annual leave plan.
22. View and track status of any disciplinary actions or enquiries against them.
23. Able to view Salary slips & other benefit paid to employee.
24. Employees should have facility to view, fill & submit surveys and feedbacks.
25. Provision for retiring employee to fill up separation form and post-retirement benefit requests.

### **Process Area-XI: General IT requirements**

#### **General System**

1. System should be capable of real-time and batch processing of data.
2. System should be able to record date and time for each transaction
3. Ability to view/report logical transactions with option to rollback by Admin
4. Batch processes should have rollback, checkpoint and restart logic
5. Records all internal and external reference codes
6. Allows field size to be specified by administrator for the comment recording
7. Be able to index all electronic files and/or scanned documents
8. Be able to link documents together. (Including previously scanned documents)
9. Should have in-built document management system or should have the facility to Integrate with external document management system (e.g. "office Lite", "MS Office", etc. to be integrated)
10. Ability to pass documents electronically to various persons and sections for: follow up, comment, review, and/or approval.
11. Provision to support electronic signatures.
12. System shall have the facility of creating, storing and sending of notifications/ alert/messages in form of e-mails/SMS systems.
13. Provides system performance measurement reporting and ability to generate customized reporting.
14. Supports Object Linking and Embedding (OLE) file attachments
15. Uses a Web GUI interface with ability to customize the standard look and feel through common standards. (e.g. Dashboard Look and Feel)

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16. Should be supported on following browsers: IE 9,10+, Firefox 3.6+, Chrome 12+ on Windows, Firefox 3.6+, Safari 4+ on Mac 10.5.7+
17. Interactive query capabilities available at the user level (information view with significant access/authorization)

### **Workflow**

18. System should be workflow-driven throughout all Process Areas/Sub Processes/Integrated applications. There should be a facility to create/modify processes/workflows by using drag-and-drop feature.
19. Supports role-based workflow levels (different user, same security level) to execute approvals on behalf of another user
20. Changes to the work flow approval path do not affect the underlying item being processed
21. Changes to the work flow approval path are applied to items currently being processed
22. Workflow items that are in-process are able to be inquired upon by any individual within the approval path
23. Workflow inquiries will display the item being processed (e.g., for approval) as well as supporting detail information (e.g., document attachment)
24. End users should have an individual workflow-driven to do list

### **Integration**

25. Provides ERP backward compatibility (for smooth Integration with Financial Accounting Package-Payroll)
26. System shall have the capability to connect with multiple data sources and types. System should provide access support for all major structured data sources, including but not limited to relational databases, flat files, and mark-up languages. System should be able to migrate, synchronize and replicate data across different operational systems and data sources
27. System should support two way communication with external applications, data and information completely, seamlessly and automatically (two way integration)

### **Security**

28. Security is required for each user with the ability to restrict levels of access by individual, roles with respect to field and function level.
29. Provides field level validation to ensure validity of the data being entered into the system(like data type and length validation)
30. System should implement single sign-on facility based on role of end-user
31. System Administrator can view list of logged-in users
32. Supports group level permissions
33. Produces user security profile report
34. Supports CAPTCHA or challenge phrase log in features

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35. System should allow concurrent user access to the database and maintain data integrity
36. Avoids two users modifying the same record at the same time.

### **Audit**

37. Should maintain Audit trails for all transactions/Changes with Standard screens/reports to view audit trail
38. Ability to archive audit trail through a scheduled process

### **Reporting**

39. Ability to generate report files in delimited, PDF, WORD, XML, RTF formats etc.
40. Ability to request reports on-line for immediate or deferred processing, alter printer, and print priority and number of copies.
41. Ad-hoc report writer facility with application software that provides easy interface to created ad-hoc reports.
42. Report manager to view, archive and restore reports
43. Report manager to track multiple versions of reports
44. Facility to archive and restore historical data
45. Ability to store and provide access to definitions and descriptions of data items and business rules/policies
46. Ability to support multiple report generation schedules (daily, weekly, etc.).
47. Ability to generate ad-hoc reports for third-party review (e.g., by section/agency/auditor)
48. Ability to report on all employees and/or applicants, and their related data

### 3. Section 3: Instructions to Bidders

#### 3.1. General instructions

- a. A Bidder is eligible to submit only one Tender for the Project. A Bidder applying shall not be entitled to submit another Tender, as the case may be. Any Bidder, which submits or participates in more than one tender/proposal, would be disqualified.

##### 3.1.1. Bid Document / Tender processing Fee

- a. The tenderer shall bear all costs associated with the preparation and submission of its Bid and Noida Metro Rail Corporation Ltd. ("NMRC" or "the Corporation"), will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bid process.
- b. The tenderers shall have to pay cost of bid document/ Tender processing fee of as mentioned in **Data Sheet** through Demand Draft/RTGS/NEFT only payable in favor of Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The copy of Demand Draft//RTGS/NEFT receipt with transaction Id certified by the same bank must be enclosed along with the Bid. This cost of bid document/ Tender processing fee as mentioned in **Data Sheet** will be non-refundable.

#### 3.2. Bid Meeting

- a. A Bid Meeting shall be called on the date mentioned in Data Sheet at NMRC Office. Any change corresponding to date, if any, shall be communicated to the Bidder vide mail to discuss the terms and conditions of this RFP.

#### 3.3. Preparation and submission of Bids

##### 3.3.1. Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and NMRC shall be written in English language. Only English numerals shall be used in the Bid.

##### 3.3.2. Submission of Bid

- a. The technical bid has to be submitted "**Technical Bid**" **Online**.
- b. The financial bid has to be submitted in "**Financial Bid**" **online as per Format uploaded**.
- c. Once the Bid submission date and time is over, the Bidders cannot submit their Bid. For delay in submission of Bid due to any reasons, the Bidders shall only be held responsible.

##### 3.3.3. NMRC's right to accept any Bid and to reject any or all Bids

- a. Notwithstanding anything contained in this Bid, NMRC reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b. NMRC reserves the right to reject any Bid if:
  - At any time, a material misrepresentation is made or uncovered, or
  - The Bidder does not provide, within the time specified by NMRC, the supplemental information sought by NMRC for evaluation of the Bid.
- c. Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the Bid have been opened and the highest/lowest



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ranking (as specified in tender) Bidder gets disqualified / rejected, then the NMRC reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of NMRC, including annulment of the Selection Process.

### **3.3.4. Period of validity of Bid**

- a. Bid shall remain valid for 180 days after the date of Bid opening prescribed by NMRC. A Bid valid for a shorter period shall be rejected by NMRC as non-responsive.
- b. In exceptional circumstances, NMRC may solicit the Bidder's consent to an extension of the period of Bid validity. The request and the response thereto shall be made in writing.

### **3.4. Earnest Money Deposit**

#### **3.4.1. Earnest money deposit (EMD)**

- a. The tenderer shall furnish, as part of its Bid, a Bid security/ EMD as stated in Data Sheet in form of DD/NEFT/RTGS only in favor of Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The copy of DD/NEFT/RTGS receipt of Security/ EMD with transaction Id certified by the same bank must be enclosed along with the Bid. Tender without Earnest Money in the prescribed form, will not be accepted.
- b. Any Bid not secured in accordance with above shall be treated as non-responsive and rejected by NMRC.
- c. Unsuccessful Bidder's EMD will be returned within 45 days after Conclusion or discharge of the tender.
- d. No interest will be paid by the Corporation on the Earnest Money Deposit.
- e. The successful Bidder's Bid EMD will be adjusted with Performance Bank Guarantee, if applicable, to be submitted by the Bidder upon signing the contract.
- f. The EMD may be forfeited:
  - i. If Bidder (a) withdraws its Bid during the period of Bid validity specified by the Bidder on the bid form: or (b) does not accept the correction of errors or (c) modifies its Bid price during the period of Bid validity specified by the Bidder on the form.
  - ii. In case of a successful Bidder, if the Bidder fails to sign the contract with the Corporation.

### **3.5. Opening and Evaluation of Bids**

#### **3.5.1. Opening of technical Bid by NMRC**

- a. NMRC will open all technical Bids, in the presence of Bidder's representatives who choose to attend on the prescribed date of opening at NMRC Office. The Bidder's representatives who are present shall submit the letter to NMRC on the letter head of the company stating that the representative (name) is authorized to attend the meeting (Please note – The representative is required to carry a copy in all meetings). He / She shall sign a register evidencing their attendance at NMRC. In the event of the specified date Bid opening being declared a holiday for the Corporation, the bids shall be opened at the appointed time and place on the next working day.
- b. The Bidder who is participating in Bid should ensure that the Demand Draft/RTGS/NEFT of Bid Processing Fee and EMD (as the case may be) must be submitted in the prescribed account of NMRC within the duration (strictly within opening & closing date and time of individual Bid) of the work as mentioned in Bid notice, otherwise, in any case, Bid shall be rejected.

**3.5.2. Opening of financial Bid**

- a. After evaluation of technical Bid, through the evaluation committee NMRC shall notify those Bidders whose technical Bids were considered non-responsive to the conditions of the contract and not meeting the technical specifications and qualification requirements indicating that their financial Bids will not be opened.
- b. NMRC will simultaneously notify the Bidders, whose technical Bids were considered acceptable to the Corporation. The notification may be sent by e-mail provided by Bidder.
- c. The financial Bids of technically qualified Bidders shall be opened in the presence of technically qualified bidders who choose to attend. The date and time for opening of financial bids will be communicated to the technically qualified Bidders subsequently after completion of technical bids evaluation through e-mail provided by the Bidder.

**3.5.3. Confidentiality**

- a. Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising NMRC in relation to or matters arising out of, or concerning the Bidding Process. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Bidder.
- b. NMRC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. NMRC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or NMRC or as may be required by law or in connection with any legal process.

**3.6. Award of Contract**

**3.6.1. Award Criteria**

- a. NMRC will award the contract as per evaluation criteria stated in the RFP Document.
- b. NMRC will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

**3.6.2. Notice of Award (NOA)**

- a. Prior to the expiration of the period of Bid validity, NMRC will notify the successful Bidder in writing, by letter/e-mail/fax, that its Bid has been accepted.
- b. The acceptance of NOA will constitute the formation of the contract.

**3.6.3. Signing of contract**

At the same time as NMRC notifies the successful Bidder that its Bid has been accepted, the successful Bidder shall have to sign the contract agreement with relevant document as mentioned in the RFP. The agreement draft along with other related terms and conditions will be same as furnished in this Bid. Any refusal will not be allowed.

**3.6.4. NMRC's right to accept any Bid and to reject any or all Bids**

- 3.6.5. NMRC reserves the right to accept or reject any Bid, and to annul the Bid process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers.

## 4. Section 4: Qualification, Evaluation and Selection Process

### 4.1. Eligibility Criteria

The Bidder's competence and capability is proposed to be established by the following parameters. The Bidder should meet all the criteria given in this section.

- a. The Bidder should be Sole proprietorship/ partnership firm/ public limited company/ private limited company.
- b. The Bidder should be licensed software firm who develops the items offered

OR

The Bidder should be an authorized supplier of respective licensed developer for this project. Such bidders should produce authorization from the licensed developer.

- c. The Bidder should have completed in India during last **3 (three) years** period ending last day of month previous to the one in which the bids are invited should be either of the following:
  - i. One order of similar nature of value not less than **Rs.15,00,000** (Rupees Fifteen Lakh only) or
  - ii. Two orders of similar nature of value not less than **Rs.11,00,000** (Rupees Eleven Lakh only) each or
  - iii. Three orders of similar nature of value not less than **Rs. 8,00,000** (Rupees Eight Lakh only) each

**Definition of Similar Works-** Experience of having completed assignments of similar nature (i.e. Installation of HR Management System) with State/ Central Government/ Public Sector Undertaking (PSU) or Private firms and should have a minimum of above mentioned value from each order. The same software has been installed at the company/organization where it can handled more than 700 employees approx. Proof for the same is required.

- d. The Bidder should have minimum **average annual turnover** of **Rs. 15,00,000/-** (Rupees Fifteen Lakh only) in the last 3 (three) Financial Years (2016-2017, 2017-18, 2018-19) preceding the Bid Due Date.
- e. The Bidder should not have been blacklisted/ debarred /declared ineligible for corrupt and fraudulent practices by the Govt. of India, State Govt. and should not have any disciplinary proceedings pending against the applicant firm in last five (5) financial years.
- f. The Bidder should have registered under the Goods and Services Act of 2017.

NMRC, if required, may seek clarifications from bidders during the technical evaluation.

Please Note:

- a. No consortium is allowed.
- b.

The Bidder shall also furnish the following:

- a. For above criteria 4.1a
  - i. Self-attested Statutory proof of existence of legal entity
  - ii. Provide details as per Form 2: Firm Details
  - iii. Self-attested copy of PAN card of the company/firm; and current valid ITCC (Income Tax)

## RFP for Appointment of Agency for Installation and Maintenance of HR Management System

- b. For above criteria 4.1 b
  - i. Provide details as Form 7: Performa for Corporation from Developers
  
- c. For above criteria 4.1 c
  - i. A statement as in Form 3: Work Experience with documentary proof
  
- d. For above criteria 4.1 d
  - i. Form 4: Financial Capability Details
  - ii. A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years  
In case the Financial Statements for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/charted accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 2 (two) years preceding the year for which the Audited Financial Statement is not being provided. Also, pertaining to latest financial year, the bidder shall submit an affidavit certifying that "The Annual Accounts have not been audited so far. In that case the Annual audited Accounts of Last three year shall be consider for evaluation.
  
- e. For above criteria 4.1 e
  - i. Form 5: Undertaking
  
- f. For above criteria 4.1 f
  - i. GST registration certificate of the Firm
  
- g. The bidder should have developer's teams of at least 20 people on their payroll.

### 4.2. Compliance with Technical Specifications

The Bidders must comply with the stipulated technical specifications as mentioned in the tender documents

### 4.3. Information of the Technical and Financial Proposal

- a. The Bidder satisfying technical and financial eligibility criteria under Clause 4.1 shall be considered as technically and financially qualified.
- b. The financial proposal of only technically qualified Bidders shall be opened for evaluation.
- c. The Bidder with the lowest quoted price will be selected.

### 4.4. Selection of Bidder

After the above evaluation process, the Technically Qualified Bidder, who is declared as L1 (Lowest quoted price) may be declared as the selected Bidder ("Selected Bidder") for the Project.

- a. In case, two or more technically qualified bidders quote the same price in the Financial Bid, and become Lowest (i.e. L-1), then the tender would be awarded to the bidder who has the highest / higher Average Annual Turnover during the last 3 years ending on the last day of the month preceding the month in which the tender has been floated.

## **RFP for Appointment of Agency for Installation and Maintenance of HR Management System**

- b. In case, two or more responsive bidders have the same higher/ highest Average Annual Turnover, then the decision shall be taken by MD, NMRC and notified to the concerned Bidders.
- c. Prior to the expiry of the period of bid validity, NMRC will notify the successful bidder in writing, either through Notice of Award (NOA), that his bid has been accepted.
- d. The NOA would be sent in duplicate to the successful bidder, who will return one copy to NMRC duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the NOA, within 15 (fifteen) days from the date of issue of NOA.
- e. No correspondence will be entertained by NMRC from the unsuccessful bidders.

### **4.5. Notice of Award and Execution of Contract Agreement**

- a. NMRC will notify the Successful Bidder by a NOA that its bid has been accepted.
- b. The Selected Bidder shall, within 15 (fifteen) days of the receipt of the NOA, sign and return the duplicate copy of the NOA in acknowledgement thereof along with letter of acceptance of NOA. In the event, the duplicate copy of the NOA duly signed by the Selected Bidder and letter of acceptance of NOA is not received by the stipulated date, NMRC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by NMRC on account of failure of the Selected Bidder to acknowledge the NOA.
- c. The Successful Bidder shall execute the Contract Agreement within 45 (forty five) days of the letter of acceptance of NOA or such extended period as may be decided by the Corporation.
- d. Failure of the Successful Bidder to comply with the requirement of acknowledgement of NOA shall constitute sufficient grounds for the annulment of the NOA, and forfeiture of the bid security.

### **4.6. Performance Bank Guarantee / Security Deposit**

- a. To fulfill the requirement of performance bank guarantee during the implementation period, the Successful Bidder (herein referred to as the "Agency") shall deposit 10% of the value of the NOA value in form of FDR/ DD or unconditional and irrevocable Bank Guarantee bond issued by a scheduled bank in favor of NMRC valid for 12 months within 20 days from Notice of Award. EMD amount of successful bidder shall be adjusted in the performance bank guarantee, if applicable. For unsuccessful bidder, EMD shall be refunded without any interest. The expenses to be incurred for the making Performance Bank Guarantee (PBG) shall be borne by the Agency.
- b. A Contract agreement will have to be signed by the Agency at his cost on proper stamp paper. Without performance guarantee by Agency, Contract agreement shall not be signed.
- c. Failure to submit PBG within timelines, which the contract will be deemed to be cancelled.
- d. NMRC reserves the right for deduction of NMRC dues from Agency's Performance Bank Guarantee/ Security Deposit (interest free) for – Any penalty imposed by NMRC for violation of any terms and conditions of agreement committed by the Agency.
  - i. Any amount which NMRC becomes liable to the Government/Third party due to any default of the Agency or any of his director/ employees/ representatives/ servant/ agent, etc.
  - ii. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing Agency or any person duly empowered in his behalf.

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- iii. Any outstanding payment/ claims of NMRC remained due after completion of relevant actions as per agreement.
- e. Once the amount under above Clause is debited, the Agency shall replenish the Security Deposit/ Performance Bank Guarantee to the extent the amount is debited within 15 days period, failing which, it shall be treated as Agency Event of Default and will entitle NMRC to deal with the matter as per the provisions of RFP and Contract Agreement.

### 4.7. Contract during Proposal Evaluation

- a. Proposals shall be deemed to be under consideration immediately after they are opened and until such time NMRC makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, NMRC and/ or their employees/ representatives on matters related to the Proposals under consideration till the time Contract is awarded.
- b. Any effort by a Bidder to influence NMRC in its decisions on Bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's Bid.
- c. In the event of any information furnished by the Agency is found false or fabricated the minimum punishment shall be debarred/ blacklisting and the legal proceeding may also be initiated.
- d. If the Bidder wishes to bring additional information to the notice of NMRC, he/she can do so in writing. All correspondence/ enquiry should be submitted to the following in writing by fax/ post/courier:

Executive Director  
Noida Metro Rail Corporation (NMRC) Limited  
Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29,  
Noida -201301  
District Gautam Budh Nagar, Uttar Pradesh  
Email: nmrcnoida@gmail.com

- e. No interpretation, revision, or other communication from NMRC regarding this solicitation is valid unless in writing and signed by the competent authority from NMRC.

### 4.8. Other Instruction

- a. Canvassing in connection with the tenders is strictly prohibited and the tenders, submitted by Bidder, who resort to canvassing, are liable to be rejected. EMD will be forfeited of those tenders who will be found non serious and if it is felt by the tender committee that the Bidders submitted their tender only to influence the tendering process.
- b. On acceptance of the tender, the name of the accredited representative of the Agency, who would be responsible for taking instructions from the NMRC or the official deputed by NMRC, shall be communicated to the NMRC or the official deputed by NMRC in writing.

### 4.9. Schedule of Installation

Customization & Installation shall be initiated within **7days** from the Acceptance of NOA and shall be completed within 3 months from signing of contract.

**4.10. Project Financial Terms**

**4.10.1. Payment Terms**

The standard payment terms subject to recoveries, if any, by way of liquidated damages will be as under-

- a. 50% payment of installation cost mentioned in price bid shall be made within first 3 months of signing of Contract after the customisation & installation of Software as per our requirement. EMD/PBG shall be forfeited if work is not done, Penalty can be imposed if work is not done within schedule time & maximum penalty is 10% of NOA Value.
- b. Remaining 50% payment of installation cost mentioned in price bid shall be made after 1 year of signing of Contract post satisfactory installation of the software.
- c. 100% payment of Annual Maintenance Cost shall be made in two installments as the payment towards Annual Maintenance of the system when AMC Period starts.

Payments due shall be made by NMRC through cheque /DD/RTGS/NEFT favoring the Agency as soon as possible after the receipt of bill in the Corporation.

- d. No amount of interest will be payable by NMRC, in case of delay or on any other count.
- e. No advance payment will be made to the Agency.

**4.10.2. Payment Terms**

Payment for services shall be made by NMRC in (INR) **Indian Rupees** as mentioned in Clause 4.10.1.

## **5. Section 5: General Conditions of Contract (GCC)**

These conditions shall be part of the contract agreement.

### **5.1. General Provisions**

#### 5.1.1. Governing law and jurisdiction

These general conditions shall be governed by and construed in accordance with the laws in the territory of India. Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the panel in India from where the acceptance of tender has been issued. Any dispute arising between the parties or arising out of this project or these terms shall be subject to the exclusive jurisdiction of, and venue in, the District court located in Gautam Buddh Nagar, Uttar Pradesh, India.

#### 5.1.2. Notices

- a. Any notice, request or consent required or permitted to be given or made pursuant to these general conditions shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the mentioned address.
- b. A party may change its address for notice hereunder by giving the other party notice in writing of such change to the mentioned address.

#### 5.1.3. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under these general conditions by the Corporation or the Successful Bidder may be taken or executed by the officials as formally designated by each party.

#### 5.1.4. Taxes and Duties

- a. The Agency and their personnel shall pay such direct and indirect taxes, duties, fees, and other positions levied under the Government of India Act, the amount of which is deemed to have been included in the Price.

### **5.2. Commencement, Completion, Modification and Termination of Contract**

#### 5.2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both the parties and such other later date as discussed and agreed with the Bidder.

#### 5.2.2. Commencement of Services

The Agency shall begin carrying out the Services from the date of acceptance of NOA or any such date as specified by the Corporation.

#### 5.2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 5.2.6 hereof, these general conditions shall expire at the end of such time period as given in the time schedule in RFP Document.

#### 5.2.4. Modifications or Variations

Any modification or variation of the terms and conditions of these general terms, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.



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### 5.2.5. Force Majeure

- a. **Definition:** For the purpose of these general terms, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- b. **No Breach of Contract:** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- c. **Extension of Time:** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. **Payments:** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled for reasonable time extension for such period.

### 5.2.6. Termination of Contract

If the Agency fails to deliver the material, within specified or any other time timeframe as communicated by NMRC in written and/ or if at any stage of inspection it is revealed that material and/or workmanship is substandard which is likely to affect the performance of finished product, the corporation may without prejudice to his other rights - recover from the Agency as a penalty a sum equivalent to 0.5 % value of total NOA (contract value) per week subject to maximum of 10%, after which contract will be deemed as cancelled & PBG will be encashed by the Corporation.

### 5.2.7. Upon Termination of this Agreement for any reason whatsoever

- a. The termination of this Agreement shall not release Agency to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

## 5.3. Obligations of the Agency

- a. **General:** The Agency shall always act, in respect of any matter relating to the Contract or to the Services, and shall at all times support and safeguard the Corporation's legitimate interests in any dealings with Sub-Firms or third Parties.
- b. **Standard of Performance:** The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices.
- c. **Conflict of Interest:** The Agency shall hold the Corporation's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- d. **Prohibition of Conflicting Activities:** The Agency shall not engage, and shall cause their Personnel as well as their Sub- Firms and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

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- e. **Confidentiality:** Except with the prior written consent of the Corporation, the Agency shall not at any time communicate to any person or entity any information acquired in the course of the Services. This clause shall survive even after expiry of this contract.

- f. **Firm's Actions**

The Firm shall inform the Corporation in writing before taking any of the following actions:

- i. Entering into a subcontract for the performance of any part of the Services,
  - ii. Appointing such members of the Personnel not listed in the team presented in the technical proposal submitted by the Firm
- g. **Reporting Obligations:** The Firm shall submit to the Corporation the reports and documents specified in deliverables section of RFP Document, in the form, in the numbers and within the time periods set forth in the RFP Document.

### 5.4. Obligations of the Corporation

- a. The Corporation shall use its best efforts to ensure that it shall provide the Firm such assistance as reasonably required for the execution of the project.

### 5.5. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### 5.6. Firm's Personnel

The Firm shall employ and provide such skilled and experienced Personnel as are required to carry out the Services. If the Corporation finds that any of the Personnel have (a) committed serious misconduct or have been charged with having committed a criminal action, or (b) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then The Firm shall, at the Corporation's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Corporation. The Firm shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

### 5.7. General Indemnity

The Agency shall indemnify, defend and hold the Corporation harmless against any and all proceedings, actions and Third Party claims arising out of a breach by Agency and its contractors, sub-contractors, agents, employees and Users (as applicable) of the Project etc. of any of its obligations under this Agreement except to the extent that any such claim has arisen due to breach by the Corporation of any of its obligations under this Agreement.

### 5.8. Warranty

The Agency shall warranty that everything to be furnished under this contract shall be free from defects and faults in design, materials, workmanship and development and shall be of the highest grade and consistent with the established and generally accepted standards for goods of the type ordered and in full conformity with the contract specifications and samples, if any and shall if used properly. This warranty shall commence from the date of issue of acceptance certificate of the order. It shall be 12 Months from the date of issue of acceptance certificate. All replacement at the NMRC shall call upon the Agency to deliver or perform under this warranty shall be delivered and performed by the contractor promptly and satisfactorily. At the expiry of this period, no claim whatsoever shall be on the NMRC.

## 5.9. Fraud and Corrupt Practices

- a. The Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of NOA and during subsistence of Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the NOA or the Contract Agreement, NMRC may reject a Bid, withdraw the NOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, NMRC shall be entitled to forfeit & appropriate Bid Security or Security Deposit (interest free)/ Performance Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy available to NMRC under Bidding Documents and/ or Contract Agreement, or otherwise.
- b. Without prejudice to the rights of NMRC under Clause 5.9a hereinabove and the rights and remedies which NMRC may have under the NOA or the Contract Agreement, or otherwise if a Bidder, as the case may be, is found by NMRC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the NOA or the execution of the Contract Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by NMRC during a period of 3 (three) years from the date such Bidder is found by NMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- c. For the purposes of this Clause, the following terms shall have the meaning herein after respectively assigned to them:
  - i. “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
  - ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - iii. “collusive practices” means a scheme or arrangement between the Agency, with or without the knowledge of the Corporation, designed to establish prices at artificial, non-competitive levels;
  - iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract
- d. Measures to be taken:
  - i. The Corporation shall have right to cancel the engagement of the Agency, if found to be indulged in corrupt, fraudulent, collusive or coercive practices either during the selection process or during the execution of the contract.

## 5.10. Settlement of Disputes

### 5.10.1. Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the Project. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**5.10.2. Arbitration**

In the event of any dispute and/ or difference whatsoever arising under this contract or in connection therewith, including any question relating to the meaning, scope and interpretation of this Contract or it's clause or any alleged breach thereof, the same shall be attempted to be settled by mutual discussions and consultations between the parties hereof. In the event of any such dispute, any/ or difference is not settled in aforesaid manner, then the dispute(s) shall be referred for arbitration. The sole Arbitrator would be appointed by the MD, NMRC. The decision of the said sole Arbitrator shall be final subject to the above, the provisions of the Arbitration and Conciliation Act, 1996 shall apply. The arbitration proceedings shall take place in Noida, Gautam Budh Nagar, UP.

**5.10.3. Jurisdiction**

With respect to any dispute arising out of or related to this Contract, the parties consent to the exclusive jurisdiction of, and venue in, the District Court located in Gautam Budh Nagar, Uttar Pradesh, India.

**5.10.4. Cost**

The cost of arbitration shall be borne by the respective parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Employer from time to time.

## 6. Section 6: Draft Contract Agreement

THIS AGREEMENT made on the .....day of ..... 2018 at Noida, District Gautam Budh Nagar, Uttar Pradesh Between **Noida Metro Rail Corporation Limited** (Hereafter referred to as "NMRC"), a company incorporated under Companies Act 2013, vide corporate identification Number: U60231UP2014SGC066849 and having its registered office at **Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar, Uttar Pradesh, India represented by Smt.....Executive Director/NMRC** (hereinafter called as the "Corporation"), which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the one part,

### AND

..... having its registered office at .....represented by .....(herein after called the "**Agency**", which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the other part. WHEREAS the Corporation desires that the Services known as the "....." should be executed by the Agency, and has accepted a contract by the Agency for the execution and completion of these Services.

The Corporation and the Agency agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement -

### Reference:

- (i) Tender No. .... Dated .....
- (ii) Bid Documents duly accepted and submitted by ..... dated .....
- (iii) The Bidding Documents which include all the Sections specified below:
  - a) Section 1: General Information
  - b) Section 2: Terms of Reference
  - c) Section 3: Instruction to Bidders
  - d) Section 4: Qualification, Evaluation and Selection Process
  - e) Section 5: General Conditions of Contract
  - f) Section 6: Draft Contract Agreement
  - g) Section 7: Appendices and Forms
  - h) Amendment/ Modification, if any
- (iv) Notice of Award (.....) issued by NMRC
- (v) Letter of Acceptance of NOA (.....) given by ..... to NMRC
- (vi) Any other admitted correspondence documents between NMRC and the Bidder.

### 3. Duration of Contract

The Installation service is for a period of 03 month which may extend on mutual terms & conditions.

### 4. Price Schedule

NMRC shall consider the following price, as quoted by the Agency as part of financial bid:

**RFP for Appointment of Agency for Installation and Maintenance of HR Management System**

<b>S.No.</b>	<b>Description of Item</b>	<b>Estimated Quantity</b>	<b>Quoted Rate</b>	<b>Total Price</b>
		(a)	(b)	(c) = (a)*(b)
1	Cost of HR Payroll Software System	1		
2	Annual Maintenance	1		
	Total (in Figures)			
	Total (in Words)			

5. The courts at District Gautam Budh Nagar, Uttar Pradesh shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.
6. In consideration of the payments to be made by the Corporation to the Agency as specified in this Agreement, the Agency hereby covenants with the Corporation to execute the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract and Notice of Award issued. **“Any conditions, deviation, assumption, exclusion, suggestion of alternative clauses, request of amendments in conditions & specifications of work submitted by bidders along with his Technical Bid or Financial bid, which is different from the Tender Document, Corrigendum, Addendum uploaded by NMRC [www.nmrcnoida.com](http://www.nmrcnoida.com) and any other correspondence in this regard, shall not be treated as a part of the contract Agreement & shall not be binding upon NMRC in anyway whatsoever at any stage of work during execution or thereafter.”**
7. The Corporation hereby covenants to pay the Agency in consideration of the execution and completion of the services, the Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract and NOA.

IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year specified above.

For and on behalf of the Agency  
Signature of the authorized official

For and on behalf of the Corporation  
Signature of the authorized official

**Name of the official**

**Name of the official**

Stamp/Seal of the Agency Stamp/Seal of the Corporation

In the presence of:

In the presence of:

**RFP for Appointment of Agency for Installation and Maintenance of HR Management System**

Sign of Witness 1 \_\_\_\_\_

Sign of Witness 1 \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sign of Witness 2 \_\_\_\_\_

Sign of Witness 2 \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 7. Section 7: Appendices and Forms

### 7.1. Form 1: Letter of Proposal Submission

[Location, Date]

To

Executive Director  
Noida Metro Rail Corporation (NMRC) Limited  
Block-III, 3<sup>rd</sup> Floor, Ganga Shopping Complex,  
Noida -201301,  
District Gautam Budh Nagar, Uttar Pradesh

**Subject: RFP for Appointment of Agency for Customisation, Installation and Maintenance of HR Management System**

Dear Sir,

We, the undersigned, offer to provide the services in accordance with your RFP Document dated [Insert Date] and our Proposal. We are hereby submitting our Technical and Financial Proposal, in a sealed envelope. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We have filled the complete information correctly in **Form 9: Bid Details**.

I/we declare that I /we is/are the **authorized signatory and have the power by Board Resolution**.

I/We agree to keep the quoted rate open for acceptance for 180 days from the due date of submission thereof and not make any modification in its terms and conditions.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Proposal is binding upon us.

We understand you are not bound to accept any Bid you receive.

\_\_\_\_\_  
Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:



**RFP for Appointment of Agency for Customisation, Installation and Maintenance of HR Management System**

**7.2. Form 2: Firm Details**

1. Details of the Firm/ Applicant

1.1. Name of Firm/ Applicant: \_\_\_\_\_

1.2. Address: \_\_\_\_\_

1.3. Tel No. (with code) : \_\_\_\_\_

1.4. Contact person: \_\_\_\_\_

1.5. Name and Designation \_\_\_\_\_

1.6. Address, Telephone No. and Email address \_\_\_\_\_

2. Legal Entity \_\_\_\_\_

3. Date of incorporation \_\_\_\_\_

4. Registration number of firm \_\_\_\_\_

5. Legal status of the company (with supporting documents) \_\_\_\_\_

6. GST registration no. \_\_\_\_\_

7. PAN of the firm with copy of the Income Tax Returns \_\_\_\_\_

8. Brief description of the firm and organization structure \_\_\_\_\_

9. Bank Details for EMD Refund ( Please attached void copy of Cheque)

Bank Name \_\_\_\_\_

Bank Branch \_\_\_\_\_

A/c No. \_\_\_\_\_

Type of Account \_\_\_\_\_

IFSC Code \_\_\_\_\_

We agree with all the terms and conditions of this document.

\_\_\_\_\_  
**Authorized signatory**

**Name:**

**Date:**

**Name of the Applicant with seal**

**RFP for Appointment of Agency for Customisation, Installation and Maintenance of HR Management System**

**7.3. Form 3: Work Experience**

The following format shall be used for statement of experience of Bidder:

SN	Similar Contract description	Contract Identification Number	Award date & Completion date	Employer's Name, address, telephone number, e-mail etc	Role in contract		If in JV/consortium then % participation	Completion cost	Value of similar work in completed work
					Individual	JV/ Consortium			
1									
2									
3									
4									
Add required number of rows									

**Authorized signatory**

**Name:**

**Date:**

**Name of the Bidder with seal**

**NOTE:**

1. Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence
2. The tenderer shall upload details of work executed by them in the prescribed format for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from the client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be uploaded. In case work is executed for private client documentary proof such as copy of work order, Bill of quantities, Bill wise details of payment received certified by CA, TDS certificates for all the payments received, copy of final/ last bill paid by the client should be uploaded. The offers submitted without this documentary proof will not be evaluated.
3. Value of successfully completed portion of any ongoing work up to the last day of the previous month of tender submission will also be considered for qualification of work experience criteria.
4. For completed works, value of work done shall be updated to the last day of the previous month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.
5. In case of joint venture / Consortium, full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered. This is to be substantiated with documentary evidence.
6. If the above work(s) comprise(s) other works also, then client's certificate clearly indicating the amount of work done in respect of the "similar work" shall be furnished by the tenderer in support of work experience along-with their tender submissions.

**RFP for Appointment of Agency for Customisation, Installation and Maintenance of HR Management System**

**7.4. Form 4: Financial Capability Details**

Bidder should submit their financial details as per the following:

This is to certify that the Average Annual Turnover of M/s .....having registered office at .....for last 3 (three) years is as below:

S.No.	Financial year	Name of the Bidder	Turnover (INR)
1.	2018-19		
2.	2017-18		
3.	2016-17		
	Average Annual Turnover		

**Authorized Signatory**

**(Name & Designation of Authorized Signatory)**

**Certificate of the Chartered Accountants/Statutory Auditors**

Based on Audited Accounts and other relevant documents of \_\_\_\_\_ (Name of Bidder), we M/s \_\_\_\_\_, Chartered Accountants/ Statutory Auditors, certify that the above information is correct.

**Signature and Seal of**

**Chartered Accountants/Statutory Auditors** (with membership no. & UDIN No.)

**Undertaking**

I/ We \_\_\_\_\_ (M/s \_\_\_\_\_) declare that the Annual Accounts have not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared.

***In case the Financial Statements for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/charted accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 2 (two) years preceding the year for which the Audited Financial Statement is not being provided. Also, pertaining to latest financial year, the bidder shall submit an affidavit certifying that "The Annual Accounts have not been audited so far. In that case the Annual audited Accounts of Last three year shall be considered for evaluation."***

**RFP for Appointment of Agency for Customisation, Installation and Maintenance of HR Management System**

**7.5. Form 5: Undertaking - 1**

**Name of Work: Appointment of Agency for Installation and Maintenance of HR Management System**

I confirm that we (Tenderer, including any member in case of JV/ Consortium), \_\_\_\_\_

- a. Have not been banned /declared ineligible for corrupt and fraudulent practices by any government/government-undertaking/ semi-government/ govt. controlled institutions, any court of law having jurisdiction in India for the past 5 (five) years.
- b. Do not have any pending litigation & non-performing contracts during last 5 (five) years. Further, has not been barred by any government/government-undertaking/ semi-government/ govt. controlled institutions
- c. Have not abandoned any work in last 5 (five) years.
- d. Have not delayed in similar work completion during orders executed in last 5 (five) years.
- e. Do not ever been terminated due to poor performance.
- f. Have not suffered Bankruptcy/ insolvency in last 5 (five) years.
- g. Have not been blacklisted/debarred by any organization.
- h. Have not been be involved in any illegal activity and/or has not been charge sheeted for any criminal act during the last 5 (five) years.
- i. Have not submitted any misleading information in the Bid.
- j. Are financially sound to perform the work.

\_\_\_\_\_  
**Authorized signatory**

**Name:**

**Date:**

**Name of the Bidder with seal**

**RFP for Appointment of Agency for Customisation, Installation and Maintenance of HR Management System**

**7.6. Form 6: Power of Attorney**

**(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)**

**Power of Attorney to be provided by the Bidding Company in favor of its representative as evidence of authorized signatory's authority.**

Know all men by these presents, We .....(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for **RFP for Appointment of Agency for Installation and Maintenance of HR Management System** in response to the RFP Document dated \_\_\_\_\_ issued by Noida Metro Rail Corporation ("NMRC" or "the Corporation"), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Corporation may require us to submit. The aforesaid Attorney is further authorized for making representations to the NMRC or any other authority, and providing information / responses to the NMRC, representing us in all matters before the NMRC, and generally dealing with the Corporation in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP Document and further till the Contract is entered into with the NMRC and thereafter till the expiry of the Contract.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP Document.

Signed by the within named  
.....[Insert the name of the executant company]  
Through the hand of  
Mr. ....  
duly authorized by the Board to issue such Power of Attorney  
Dated this ..... day of .....

Accepted  
.....  
Signature of Attorney  
(Name, designation and address of the Attorney)

Attested  
.....  
(Signature of the executant)  
(Name, designation and address of the executant)

.....  
Signature and stamp of Notary of the place of execution

**RFP for Appointment of Agency for Installation and Maintenance of HR Management System**

Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

**WITNESS**

1. ....

(Signature)

Name .....

Designation.....

2. ....

(Signature)

Name .....

Designation.....

**Notes:**

- (1) 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 executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
- (2) In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- (3) Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

**7.7. Form 7: Performa for Corporation from Developers**

To

Executive Director

Noida Metro Rail Corporation (NMRC) Limited

Block-III, 3<sup>rd</sup> Floor, Ganga Shopping Complex,

Noida -201301,

District Gautam Budh Nagar, Uttar Pradesh

Dear Sir,

- a. We .....an established and reputable software developer having offices at ..... do hereby authorize **M/s..... (Name and address of Indian representative)** to represent us, to bid, negotiate and conclude the contract on our behalf with you against Tender No .....
- b. M/s/MR .....are authorized to represent us in regard to this business against this specific tender.
- c. We have the mutual interest in the business of each other.
- d. All goods and services pertaining to the tender shall be rendered by our representative.

\_\_\_\_\_  
Signature and Name of the Developers  
\_\_\_\_\_

NAME OF THE BIDDER AND SEAL

**NOTE:**

- 1. This letter of authority should be on the Letter-Head of the Software Development concern and should be signed by a person competent and having the power of attorney to bind the Developer

**RFP for Appointment of Agency for Customisation, Installation and Maintenance of HR Management System**

**7.8. Form 8: Price Bid**

To

Executive Director  
Noida Metro Rail Corporation (NMRC) Limited  
Block-III, 3<sup>rd</sup> Floor, Ganga Shopping Complex  
Noida -201301,  
District Gautam Budh Nagar, Uttar Pradesh

Sub: RFP for Appointment of Agency for Installation and Maintenance of HR Management System

Dear Sir,

I/we have read and examined the RFP document, general terms and conditions. I/we hereby quote for NMRC of the services specified in Terms of Reference within the time specified:

**Price Bid**

S.No.	Description of Item	Estimated Quantity	Quoted Amount	Total Price
		(a)	(b)	(c) = (a)*(b)
1	Cost of Licensed HR Payroll Software System along with Installation & Customization (specification) as per RFP.	1		
2	Annual Maintenance after 1 Year Post Installation of Software for one year.	1		
3	Hardware/System Server Cost (optional Cost)	1		
	Total (in Figures)			
	Total (in Words)			

Note:

- a. The Bidder with the lowest quoted Total Price in the financial quote (L1 bidder) shall be selected for the award of contract.
- b. The Total Amount to Be Quoted by Bidder (INR) shall be filled in figures and words.
- c. The Financial Bid submitted is unconditional (inclusive of all taxes including, duties, levies, etc. as applicable **including GST**) and fulfills all the requirements of the Terms of Reference Document. **GST shall be applicable as per prevailing rates.**
- d. We have completely read and understood the Bid Document. The Financial Tender submitted is unconditional and fulfills all the requirements of the Tender Document.
- e. It is to be noted that the bidder shall be paid for installation of software & Hardware cost shall be incurred by NMRC as per suggestion by bidder based on software requirement. The cost of Hardware is optional which shall not be considered for evaluation. The bidders need to submit the specification of Hardware/system including setup server in Technical Bid. However NMRC reserve the right to purchase the Hardware/ server system setup from the bidder at the quoted rate.

We understand you are not bound to accept any Proposal you receive.

Signature and Name of the Authorized Person \_\_\_\_\_  
NAME OF THE BIDDER AND SEAL \_\_\_\_\_



**RFP for Appointment of Agency for Customisation, Installation and Maintenance of HR Management System**

**7.9. Form 9: Bid Details**

The following list is intended to help the tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the list carefully and take necessary action.

<b>S.No.</b>	<b>Particulars</b>	<b>Attached Yes / No / Not Applicable</b>	<b>Page no. (Mandatory)</b>
1.	Bid Processing Fees		
2.	Earnest Money Deposit		
3.	Form 1: Letter of Proposal Submission		
4.	Form 2: Firm Details		
5.	Form 3: Work Experience		
6.	Form 4: Financial Capability Details		
7.	Form 5: Undertaking - 1		
8.	Form 6: Power of Attorney		
9.	Form 7: Proforma for Corporation from Developers		
10.	Self-attested Statutory proof of existence of legal entity		
11.	Self-attested copy of PAN card of the company/firm; and current valid ITCC (Income Tax)		
12.	A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years		
13.	GST registration certificate of the Firm		
14.	Any other document asked by the Corporation if submitted, specify the documents Or Any other document which the Tenderer considers relevant		