RFP for Selection of Service Provider for Implementation of HRMS & Payroll System at Prime Minister's Museum & Library



RFP Reference No.: PMML/RFP/HRMS-Payroll/2024

Request for Proposal (RFP) for

Selection of Service Provider for Implementation of Human Resource Management System & Payroll at Prime Minister's Museum & Library

Prime Ministers Museum & Library, Teen Murti House, New Delhi, Delhi 110011

Abbreviations

1.	EMD	Earnest Money Deposit
2.	INR / Rs.	Indian Rupee
3.	SLA	Service Level Agreement
4.	T+0	Date of Signing of Contract
5.	RFP	Request for Proposal
6.	JV	Joint Venture
7.	CA	Chartered Accountant
8.	PAN	Permanent Account Number
9.	GSTN	Goods and Service Tax Number
10.	PSU	Public Sector Undertaking
11.	FY	Financial Year
12.	PBG	Performance Bank Guarantee
13.	CV	Curriculum Vitae
14.	LOI	Letter of Intent
15.	LOA	Letter of Award
15.	ТСР	Total Cost of Project
16.	PMML	Prime Minister Museum & Library

Definitions

1.	Bid	"Bid" ('tender,' 'offer,' 'quotation' or 'proposal') means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such Bids
2.	Bidder	As defined in this bid document, entity that quotes a particular price, while competing with others, for providing services with respect to specific requirements in this Tender Document.
3.	Purchaser	Prime Minister's Museum and Library (PMML)
4.	Successful Bidder	The Bidder (including consortium members in case of consortium) to whom the contract is awarded and is fully responsible towards Purchaser for providing Services as per the requirements and terms and conditions specified in this Contract. The term shall be deemed to include the Bidder's successors, representatives (approved by the Department), heirs, executors, and administrators, as the case may be, unless excluded by the terms of the contract.
5.	Week	Designated time frame (9AM to 8PM) consisting of Five days excluding Public Holiday (as declared by PMML).
6.	Day	Any day which is not a public holiday (As declared by the PMML).
7.	Total Work Value	This is the maximum value payable to the successful Bidder which is agreed between the Purchaser and the successful Bidder for the Project.
8.	Project	This means scope of work / services required by the Prime Ministers Museum & Library and shall include Design, Supply, Delivery Installation, configurations and Operation and Maintenance
9.	Designated Authority	PMML Official/ Committee who will approve all the deliverables submitted by the bidder.
10.	Central/ State Government Organization	Central or State Govt Ministries / Departments, PSUs, Statutory bodies, Autonomous Bodies and Societies.
11.	Confidential Information	Any information, technical data or know-how (whether disclosed before or after the date of this Contract), including, but not limited to, information relating to business and product or service plans, financial projections, business forecasts, sales and merchandising, human resources, patents, patent applications, computer object or source code, research, inventions, processes, designs, drawings, engineering, or that Successful Bidder acquires otherwise under this agreement, either directly or indirectly in writing, marketing or finance to be

		confidential or proprietary or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary.
12.	Applicable Laws	Laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
13.	Material Breach	Material Breach means a breach by the bidder of any of its obligations under this RFP / Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure.
14.	Bid Security	Bid security" ('Earnest Money Deposit' (EMD), or 'Bid Security Declaration') means security from a bidder securing obligations arising from its Bid, i.e., to avoid the withdrawal or modification of its Bid within its validity, after the deadline for submission of such Bids; failure to sign the resulting contract or failure to provide the required security for the performance of the resulting contract after its Bid has been accepted; or failure to comply with any other condition precedent to signing the resulting contract specified in the solicitation document.
15.	Completed/Partial Completion	Completion / Partial Completion shall mean that Work has been awarded to bidder and Bidder has completed at least 1 year of successful services and has received payment for the same.

- a. All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.
- b. The following documents along with all addendums issued thereto shall be deemed to form and be read and construed as integral part of this Contract and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:
 - i. Agreement;
 - ii. Annexures of agreement;
 - iii. RFP; and along with all addendums issued
- c. Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between Purchaser and the Successful Bidder. The Successful Bidder shall, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

I. Letter of Invitation

Prime Minister's Museum and Library RFP Reference Number: PMML/RFP/HRMS-Payroll/2024

Dear Sir/Madam,

PMML invites proposals from reputed bidders for "Selection of Service Provider for Implementation of HRMS & Payroll System."

A bidder will be selected under the Quality cum Cost Based Selection method (QCBS)/Quality Based Selection (QBS)Selection method with weightages of 70:30 (70% for technical proposal and 30% for financial proposal) and as per procedures described in this RFP.

The content of this RFP enlists the requirements of Prime Ministers Museum and Library. It includes the **Bidding Terms** which details out all that may be needed by the potential bidders to understand the financial terms and bidding process and explains the contractual terms that Prime Ministers Museum and Library wishes to specify at this stage. The RFP includes the following sections:

Section I - Letter of Invitation
Section III - Instructions to Bidders (including Fact Sheet and pre-qualification criteria)
Section IV – Scope of Work

All interested agencies should inform (within one week of the date of release of RFP) the concerned officer at Prime Ministers Museum & Library that

- it will submit a proposal.
- it will attend the pre-bid conference on the date mentioned in the fact sheet.

This information may be submitted by email to the undersigned.

Director
Prime Minister Museum & Library,
Teen Murti House, New Delhi, 110001

II. Disclaimer

All terms defined in this document shall, unless repugnant to the context or meaning thereof, shall mean and include the survivors or survivors of them and their heirs, executors and administrators, and respective permitted assignments.

The Prime Minister Museum & Library shall thereafter for the sake of brevity be referred to as "PMML". The information contained in this Request for Proposal (RFP) or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of PMML ("Purchaser") is provided to the Bidder(s) on the terms and conditions set out in this Request For Proposal ("RFP") document and all other terms and conditions subject to which such information is provided.

This RFP document is neither an agreement nor an offer nor an invitation by the Purchaser to any parties other than those who are qualified to submit their bids ("Bidder"). The purpose of this document is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information the Bidders may require. Each Bidder must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may appear in it and is advised to carry out its own investigation into the Project, the legislative and regulatory regimes which applies thereto and by and all matters pertaining to the Project and to seek its own professional advice on the legal, financial, regulatory and tax consequences of entering into any contract or arrangement relating to the Project.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Purchaser accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves concerning and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial, regulatory or tax advice.

The Purchaser shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution for unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage. Neither the information in this RFP nor any other written or oral information in relation to the Bidding Process for implementing the Project or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter any contract or arrangement in relation to the Project and should not be relied upon as such.

The Purchaser accepts no liability of any nature whether resulting from negligence or otherwise, however, caused, arising from a reliance of any Bidder upon the statements contained in this RFP. The Purchaser and its advisors may in its absolute discretion, but without

being under any obligation to do so, update, amend or supplement the information, data, statements, assessment, or assumptions contained in this RFP or change the evaluation or eligibility criteria at any time or annul the entire Bidding Process.

The issue of this RFP does not imply that the Purchaser is bound to select one of the Bidders or to appoint the Selected Bidder hereinafter defined, as the case may be, for the Project and the Purchaser reserves the right to reject all or any of the Bidders or Bids at any stage of the Bidding Process without assigning any reason whatsoever, including the right to close the selection process or annul the bidding process at any time, without incurring any liability or being accountable to any person(s) in any manner whatsoever. The decision of the Purchaser shall be final, conclusive, and binding on all the parties.

The Bidders shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Purchaser or any other costs incurred in connection with or relating to its Bid including costs relating to submission and maintenance of various fees, undertakings and guarantees required pursuant to this RFP and also any cost relating to updating, modifying or re-submitting its Bid pursuant to the RFP being updated, supplemented or amended by the Purchaser. All such costs and expenses will be incurred and borne by the Bidders and the Purchaser shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the Selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of Purchaser or to any other person in a position to influence the decision of the purchaser, for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Purchaser may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Proposal Security. Laws of the Republic of India are applicable to this RFP.

This RFP document and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the Project in accordance with the RFP, the information contained in the RFP document shall not be divulged to any other party. The information contained in the RFP document must be kept confidential. Mere submission of a responsive Bid/ Proposal does not ensure the selection of the Bidder.

The information contained in this document is selective and is subjected to updating, expansion, revision and amendment. Purchaser reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this document and/or the bidding process, without assigning any reasons whatsoever.

III. Introduction

The PMML is an autonomous body/society/trust registered under the Societies Act, funded by the Ministry of Culture of the Government of India.

- (i) This bid document is for Selection of Service Provider for Implementation of HRMS & Payroll services as mentioned in document.
- (ii) This provides relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by PMML for receipt and opening of bids as well as scrutiny and evaluation of bids and subsequent placement of contract.
- (iii) Before formulating the bid and submitting the same to the PMML, the bidder should read and examine all the terms and conditions, instructions, specifications etc. contained in the bid document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this bid document, may result in rejection of the bid.
- (iv) Kindly ensure that you upload only the specified documents as per the specified sequence in a single PDF file mentioned in document checklist. The PMML reserve the rights to reject bids containing irrelevant documents not following the sequence as per bid checklist. If multiple documents are uploaded, not following the mentioned order may result in rejection.

IV. Fact Sheet

E- tenders on behalf of the Director, Prime Ministers Museum and Library (PMML), are invited under Bid System Viz. Technical Bid and Financial Bid from reputed, experienced, and financially sound agencies/ Companies for Selection of Service Provider for Implementation of Human Resource Management System/Payroll System as under:

S. No.	Description	Schedule	
1	e-Tender No.	PMML/HRMS/PAYROLL/2024-25	
2		Selection of Service Provider for Implementation	
	Name of Work	of Human Resource Management	
		System/Payroll	
3	Cost of the Tender Documents	NIL	
4	Earnest Money Deposit (EMD)(Tender Security)	Rs. 60,000/-	
5	Tender Processing Fee (Non-refundable)	- Rs. 2000/-+ GST @18% (Non-Refundable) For clarification/ registration for e- tendering etc Contact Mobile:9355030617, e-wizard helpdesk 01149606060 & https://nmml.ewizard.in	
6	Date & Time of sale of e-Tender (Online)	09-12-2024	
7	Last Date & time of Submission/uploading of Bids (Online)	30-12-2024 by 5:30 PM on https://nmml.ewizard.in	
8	Date & Time of Online Opening of Technical Bids	31-12-2024 at 11:00 AM	
9	Date & time for opening of Financial Bid for Technically qualified bidders only.	Date & time for opening of Financial Bid will be intimated in due course.	
10	Venue of Opening of Technical & Financial Bids	Prime Ministers Museum and Library, Teen Murti House, New Delhi - 110 011.	
11	Bid Validity Period/Validity of Bid offer for Acceptance	180 days from the date of last date of submission of the tender	
12	Address for Communication & Opening of Tenders	Director, Prime Ministers Museum & Library, Teen Murti House, New Delhi-110011.	

13	Availability of Tender	Tender can be downloaded from
	Documents	https://pmml.nic.in_and can also be viewed/
	(For download)	downloaded free at website:
		https://nmml.ewizard.in. PMML may issue
		Addendum(s)/Corrigendum(s) to the Tender
		Document, if any, which can also be viewed on
		website www.pmml.nic.in

Proposals shall be submitted as per the "Instructions to the Bidders" Section.

- Proposals shall be treated as incomplete and are liable to be summarily rejected if the requested parties do not submit all supporting documents or do not furnish the relevant details.
- 2. The validity of the offer shall be One Hundred and Eighty (180) days from the opening of the Technical Proposals.
- 3. The PMML does not bind itself to accept the lowest proposal and to give reason for any decision taken in respect of this Tender including cancellation.

DirectorPrime Ministers Museum and Library
Teen Murti House
New Delhi – 110011

Selection of Service Provider for Implementation of HRMS & Payroll

Contents

l.	Letter of Invitation	5			
II.	Disclaimer	6			
III.	Introduction	8			
IV.	Fact Sheet	9			
V.	Instructions to Bidders	12			
1.	Pre-Qualification Eligibility Criteria	25			
2.	Technical Qualification Criteria	26			
3.	Financial Bid Criteria	27			
4.	Technical Evaluation Criteria	28			
5.	Payment Schedule	30			
VI.	Scope of Work	31			
1.	Background	31			
2.	Objective	31			
3.	Scope of Work for Proposed Cloud Based Payroll System at PMML	31			
4.	Project's Functional and Technical Project Requirements	32			
5.	Project Schedule	37			
6.	Penalties	39			
7.	Service Level Agreements (SLA)	39			
VII.	Annexures	42			
Ann	exure T-I : Bidder's Details	42			
Ann	exure T-II : Bid Form	43			
Ann	exure T-III : Declaration	45			
Ann	exure T-IV: Declaration Regarding Blacklisting/Non-Blacklisting	46			
Ann	Annexure T-V : Financial Capability Of Bidder47				
Ann	exure T-VI : Details of Firm's Experience	48			
Ann	Annexure T-VII : CSP's Authorization Form				
Ann	exure T-VIII : Financial Bid Format	50			
Ann	exure T-IX : Document Checklist	51			
ΔGR	FEMENT	53			

V. Instructions to Bidders

1. Name of Client and address: Prime Ministers Museum and Library, Teen Murti House New Delhi 11001.

2. Method of Selection: QCBS

3. Name of the Assignment: Selection of Service Provider for Implementation of HRMS & Payroll System.

4. Sections of this Bid Document:

- Fact Sheet
- Instructions to Bidders
- Scope of Work
- Annexure Formats for Submission of Tender Document

5. Schedule and Critical Dates

S. No.	Event	Date
1	Date of uploading of RFP at PMML website and e-Wizard portal	09/12/2024
2	Pre-Bid Meeting at Seminar Room, Library Building,	16/12/2024 at 12
	PMML, Teen Murti House, New Delhi – 110011	noon
3	Last date of submission of Bids (Technical &	30/12/2024 by 05:30
	Financial)	PM
4	Date of Opening of Technical Bids	31/12/2024 at 11:00
		AM
5	Date of Opening of Financial Bids	By Intimation
6	Declaration of Successful Bidder	By Intimation

6. General

- While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser on the basis of this RFP.
- No commitment of any kind, contractual or otherwise shall exist unless and until a formal
 written contract has been executed by or on behalf of the Purchaser. Any notification of
 preferred Bidder status by the Purchaser shall not give rise to any enforceable rights by

the Bidder. The Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Purchaser.

- **7.** Bidders are advised to study all instructions, forms, requirements, appendices, and other information in this RFP document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- **8.** Failure to comply with the requirements of this RFP may render the Proposals submitted by Bidders as noncompliant and the Proposals may be rejected. Bidders must:
 - Comply with all requirements as set out within this RFP.
 - Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
 - Include all supporting documentations specified in this RFP.

9. Code of Integrity:

- No official of a procuring entity or a bidder shall act in contravention of the codes which includes
- prohibition of
 - (i) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - (ii) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided. iii. Any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
 - (iii) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - (iv) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - (v) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - (vi) Obstruction of any investigation or auditing of a procurement process.
 - (vii) Making false declaration or providing false information for participation in a tender process or to secure a contract;
- Disclosure of conflict of interest.

- Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.
- In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

10. Bid Security/Earnest Money Deposit:

Earnest Money Deposit of Rs. 60,000/- in the form of Bank Demand Draft/Bank Guarantee for any nationalized bank of India, payable to/in Favor of "The Director, Prime Ministers Museum and Library" at New Delhi to accompany the Technical Proposal. EMD can also be deposited online through RTGS/ IMPS in the following account:

Account Name: Prime Ministers Museum and Library

Bank Name: ICICI Bank A/c No. 114505002341 IFSC: ICIC0001145

- The EMD shall be valid for a minimum period of 180 days from the due date for the submission of the Tender.
- EMD Exemption is allowed to bidder having MSME certificate certified and inspected by any state/central government organization.
- The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category.
- Benefits available to eligible MSEs include:
 - (i) Issue of Tender document free of cost,
 - (ii) Exemption from payment of Earnest Money,
 - (iii) Relaxation in Turnover

In case the Bidder is an MSME (subject to submission of valid documentary evidence as a recognized MSME) or a Startup Medium Enterprise (subject to submission of documentary evidence as Startup Medium Enterprise recognized by DIPP), the Criteria of average annual turnover of minimum Rs. 1 Crore for the last three financial years is relaxed subject to satisfying other criteria of the RFP. However, they will need to submit the actual annual turnover documents certified by CA

11. Requesting Clarifications & Issue of Corrigendum:

If the bidder wishes to seek clarification it may do so in writing to PMML at aao.nmml@gov.in. The Bidders will have to ensure that their queries should reach on or before 15-12-2024 and in the following format:

- (i) Bidders must adhere to the above template while submitting their queries.
- (ii) Any requests for clarifications post the indicated date and time may not be entertained.

- (iii) The PMML reply to the queries with 3 working days of the last date of query submission and email the bidders and same will uploaded on tender portal as well as PMML website.
- (iv) At any time prior to the last date for receipt of bids, PMML may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- (v) The Corrigendum (if any) & clarifications to the queries from all bidders will be emailed to all participants of the pre-bid conference.
- (vi) Any such corrigendum shall be deemed to be incorporated into this RFP.

12. Right to Terminate the Process:

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

13. Publication of RFP Document:

RFP document will be published on the following websites:

- https://nmml.ewizard.in
- www.pmml.nic.in

14. Amendments to the RFP and Corrigendum:

- (i) Any addendum uploaded on the PMML's website will be binding on all Bidders. It shall be the Bidders. It shall be the bidder's responsibility to check PMML's website regularly to make sure that they are up to date with any changes made in the RFP.
- (ii) To give Bidders reasonable time in which to take an addendum into account in preparing their Proposals, PMML may, at its discretion, extend the deadline for the submission of the Proposals.

15. Authentication of Bids:

A letter of authorization shall be supported by a written power-of-attorney accompanying the bid.

S. No.	RFP Document Reference		Statement as per RFP	Query by the Bidder	
	Page No.	Section No.	Section Name		
1					
2					

16. Uniformity:

To provide uniformity and to facilitate comparison of Proposals, all information submitted must clearly refer to the page number, section, or other identifying reference in this RFP. All information submitted must be noted in the same sequence as its appearance in this RFP. All pages of the Proposal must be paginated and signed by the authorized signatory.

17. Bid Scope:

The Bidder cannot bid for a specific portion of the project scope. The entire project scope of work has to be bid for. The scope of work includes Selection of Service Provider for Implementation of HRMS & Payroll System fulfilling all of the Terms of Reference.

18. Consortium:

No Consortium is allowed for bidding.

19. Subcontracting:

The Bidder shall not be permitted to subcontract any part of its obligations under the Contract.

20. Period of Engagement:

The duration of the project is 2 year from Date of Go Live and total 26 Months from the date of signing of Contract and extendable by up to 1 year on satisfactory performance and mutually agreed terms.

21. Cancellation of Appointment / Contract:

The Appointment / Contract are subject to cancellation due to any of the reasons mentioned here under.

- (i) If the Bidder is found to have submitted false, particulars / fake documents at the time of submitting the RFP for the award of assignment.
- (ii) If the Bidder is found wanting in commitment to quality and delivery period / work plans, adherence to the guidelines, Statutory regulations, safe keep of all physical and electronic artifacts, conduct/ discipline etc., while executing the job. Any deviations from stated conditions and contractual clauses can lead to appropriate deterrent action as deemed fit by PMML.
- (iii) If the Bidder fails to execute the job as per the defined scope, delivery targets, quoted rate or any other point previously agreed, after PMML issues the Letter of Intent (LOI)/ Letter of Authorization (LOA).

- (iv) Any recommendation for award of Contract will be rejected if it is determined that the recommended Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract in question; in such cases PMML will declare the Bidder ineligible, either indefinitely or for a stated period of time, from participation in any further activities of PMML.
- (v) If the Bidder fails to make written disclosure as per the Disclosure Clauses of this Tender Document, either at the time of submitting the proposal or after the Contract has been signed with the Bidder.
- (vi) Manipulation of rates by cartelization.

22. Conflict of Interest:

- Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of the Contract.
- (ii) In the event of a conflict of interest, the Bidder is required to obtain "no objection" from PMML in order to qualify to bid.

23. Opening of Technical Bids and Evaluation of Bids:

- (i) PMML will constitute a RFP Evaluation Committee to evaluate the responses of the bidders.
- (ii) The RFP Evaluation Committee constituted by the PMML shall evaluate the responses to the RFP and all supporting documents/ documentary evidence.
- (iii) Any Bidder's inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- (iv) The decision of the RFP Evaluation Committee in the evaluation of responses to the RFP shall be final.
- (v) No correspondence will be entertained outside the process of evaluation with the Committee.
- (vi) The RFP Evaluation Committee may seek clarifications from Bidders on their proposals.
- (vii) The RFP Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations without giving any reason(s) to the bidder.
- (viii) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

24. Criteria for Evaluation of Technical bids:

The Evaluation Committee shall evaluate the Technical bids on the basis of their responsiveness to the eligibility conditions mentioned in this RFP. Bidders who are termed Technically Qualified by the Committee upon clearing the **Minimum Technical Eligibility Criteria** will be called as Technically Qualified and their Financial Bids will be opened subsequently.

25. Opening of Financial Proposals:

- (i) The Financial Proposals and EMD of all non-qualifying Bidders shall not be opened through the e-tendering portal.
- (ii) Bidders who qualify in the Technical Proposal shall be informed in writing, or through standard electronic mail, of the date and mode of opening of their Financial Proposals.
- (iii) The Financial opening of the technically qualified bidders shall be done online/video conferencing mode and date and time for the same shall be duly informed.

26. Confidentiality:

Information relating to the examination, evaluation, comparison, and post-qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such processes until information on Contract award is communicated to the Qualifying Bidder.

27. Mobilization / Start Date:

The Bidder is expected to commence the work after signing of the agreement.

28. PMML's Right to Terminate the Bidding Process:

PMML makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by PMML.

29. Performance Security:

- (i) Within two weeks of the receipt of notification of award from PMML, the successful Bidder shall submit a Performance Security of 5% of the total contract value either in the form of a bank draft or Bank Guarantee. Such Performance Security must be valid till the successful completion of the contract.
- (ii) Failure of the successful Bidder to submit the Performance Security or sign the Contract/Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD/Security. In that event, PMML may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the PMML to be qualified to perform the Contract/Agreement satisfactorily. In such cases, a request for extension of validity of Bids shall be sent out to all other qualified Bidders at the earliest in writing or through standard electronic mail, if so required.

30. Price Offer and Taxes:

- (i) Price shall be quoted in INR and will remain fixed throughout the period of contract.
- (ii) The Bidder shall submit ONLY ONE Financial Bid. Prices quoted must be firm and inclusive of all taxes, and no change alternate/conditional price offers shall be allowed.
- (iii) Any price escalation due to delays by the selected vendor shall be borne by the bidder.
- (iv) All rates and prices once agreed in the Contract shall be fixed for the entire duration of the Contract and no requests for enhancements or additions shall be entertained under any circumstances.

31. Refund of Earnest Money Deposit:

The EMD of all bidders except the selected one would be refunded within two weeks of signing of Contract with the Successful Bidder.

32. Right to Inspect:

PMML reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualifications/ documents of the Bidder during the evaluation period, as well as throughout the duration of the project.

33. Force Majeure:

The selected bidder shall not be liable for any Penalty charges due to delay in execution work/service resulting from any causes beyond the bidders reasonable control including but not limited to compliance with regulations, orders or instructions of Central/State or Municipal Govt. or Agency thereto, Acts of God, Acts of Civil and Military authorities, fires, floods, strikes, lockdowns, war risks, riots and civil corn motion's and the bidder will seek extension of delivery period within three weeks of the occurrence of any such event and clearly state the anticipated delay in execution on account of such events. On receipt of such a request from the bidder, the delivery period be extended up to the time requested for by the bidder, subject to the further condition that if the delivery period is likely to be extended by more than sixty days on account of any event the PMML will be at liberty to cancel the un-executed portion of the Work order without assigning any reason and without payment of any compensation.

34. Negligence:

If the firm neglects to execute the work with due diligence and expedition or refuses or neglects to comply with any reasonable order given in writing by the PMML in connection with Work order or shall contravene the provisions of the Work order, the PMML may give 21 days' notice, in writing, to the firm to make good the failure,

neglect or contravention complained of and should the firm fall to comply with the notice within reasonable time from the date of service thereof, in case of failure, neglect or contravention capable of being made good, within that time or otherwise within such time as may be reasonably necessary for making it good, then and in such cases, the PMML shall be at liberty to take the Contract wholly or partly out of the hands of the bidder and reconstruct at reasonable price with any other person or persons. In such an event it shall be lawful for the PMML to retain any such balance which may otherwise be due by him to the firm on any account including the security money and apply the same towards the execution of the whole or balance of the works so re-contracted, as aforesaid. If no such balance is due by the PMML to the firm or if due, is not sufficient to cover the amount thus recoverable from the firm, it shall be lawful for the PMML to recover the whole or balance of the amount from the firm by action of law.

35. Bankruptcy:

If the supplier shall commit any act of bankruptcy or being a Corporation, commence to be wound up except for reconstruction purposes, or carry on its business under a Receiver, the executors, successor or other representative in law of the estate of the supplier or any such Receiver, liquidator, or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to the PMML and shall for one month during which the supplier shall take all reasonable steps to prevent stoppage of the work, have the option of carrying out the contract subject to the supplier providing such Guarantee as may be required by the PMML but not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of the work the period of the option under this clause shall be fourteen days only. Provided that should the above option not be exercised, the contract may be terminated by the PMML by notice in writing to the supplier and the same power and provision reserved to the PMML in the last proceeding clause of taking the work out of the supplier's hands shall immediately become operative.

36. Arbitration:

If at any time, any question, dispute or difference whatsoever, shall arise, between the PMML and the bidder, upon or in relation to or in connection with the contract, the provisions of Indian Arbitration and Conciliation Act1996 and of the Rules thereunder and any Statutory Amendment/ Modification or re-enactment thereof for the time being in-force, shall be deemed to apply to and be incorporated in the contract.

37. Jurisdiction of Court:

In case of any dispute between the parties, the Courts at Delhi only shall have the jurisdiction to settle/ decide and adjudicate upon such matters. Before approaching the court of law, and dispute or difference arising in connection with the contract shall be referred by either party for arbitration in accordance with Clause- 1.35 above.

38. Award Of Contract:

a) Notification to Bidder

Purchaser will notify the successful Bidder online that its proposal has been accepted. The notification of award, termed as Letter of Intent/Letter of Award or LOI/LOA in sections to follow, will lead to the signing of the Contract. Upon the successful Bidder's furnishing of performance bank guarantee, Purchaser will promptly notify each unsuccessful Bidder online and EMD will be returned as per the RFP.

b) Signing of the Contract

Purchaser shall enter into a Contract, incorporating all Agreements, as specified in this document, with the successful Bidder. The successful bidder shall sign the agreement within 7 business days of award of contract.

c) Validity of the Contract

The Contract / Agreement will be valid till the completion of work.

d)Expenses for the Contract

The incidental expenses of execution of Contract shall be borne by the successful Bidder.

d) Failure to abide by the terms of Contract

Failure of the successful Bidder to agree with the Terms & Conditions of the Contract shall constitute sufficient reason for the annulment of the award, in which Purchaser may forfeit the EMD, Performance Bank Guarantee or both. In this case, re-tendering will be done.

e) Invoicing

The Successful bidder needs to obtain Approval from the Purchaser after every deliverable. Following this, the Successful bidder shall submit an invoice to Purchaser along with a successful certificate.

39. Minimum Technical Eligibility Criteria:

The following criteria is required to be eligible technically for further consideration in the bid process and noncompliance in any of the criteria mentioned below would disqualify the bidder from proceeding to the next stage of evaluation.

- **40.** All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the PMML based on this RFP.
- **41.** No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by PMML. PMML may cancel this public procurement at any time prior to a formal written contract being executed.

42. Abnormally Low Bids & Unresponsive Bids:

(i) If a firm quotes NIL charges/Consideration, the bid shall be treated as unresponsive and will not be considered.

- (ii) Abnormally low financial bids will be handled as per the guidelines issued by the Ministry of Finance, Government of India and for predatory pricing and abnormally low bids evaluations.
- (iii) The bidder with Lowest Service Charge will be awarded the tender.
- (iv) Following may lead to declare a proposal non-responsive:
 - If a proposal is not submitted as specified in the RFP document
 - If it is found with suppression of details
 - If it is submitted with conditional and partial offers
 - If it is submitted without the documents requested in Section 1
 - If it has non-compliance of any of the clauses stipulated in the RFP

43. Indemnity:

The bidder shall obtain necessary trade and other license/ permission as may be required to carry out the tendered job and at all times indemnify the PMML against all claims which may be made in respect of any right protected by patent, copyright, registration or Trade Mark and shall take all risk of accidents or damage which may cause a failure of the supply and the entire responsibility towards fulfilment of the Contract. In the event of any claim in respect of alleged breach being made against the PMML, the PMML shall notify the bidder of same, and the bidder shall be at liberty at his own expense, to settle any dispute or to conduct any litigation that may arise there from.

44. Termination of Contract for default:

- (i) The PMML without prejudice to any other remedy for breach of Contract, by a written notice of not less than 7 (Seven) days sent to the Successful Bidder may terminate the Contract/ blacklist in whole or in part for any of the following reasons:
 - If the Successful Bidder fails to deliver and perform any or all the Services within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser; or
 - If the Successful Bidder fails to bid or respond for three consecutive bid given by the PMML without assigning any satisfactory reason to PMML in writing or by email; or
 - If the Successful Bidder fails to perform any other obligation(s) under the contract; or
 - Laxity in adherence to standards laid down by the PMML; or
 Discrepancies/deviations in the agreed processes and/or Services; or
 Violations of terms and conditions stipulated in this RFP.
- (ii) In the event the PMML terminates the Contract in whole or in part for the breaches attributable to the Successful Bidder, the PMML may procure, upon such terms

and in such manner as it deems appropriate, Services similar to those undelivered, and the Successful Bidder shall be liable to the PMML for any increase in cost for such similar Services. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.

- (iii) If the contract is terminated under any termination clause, the Successful Bidder shall handover all documents/ executable/ Purchaser data or any other relevant information to the PMML in a timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the PMML.
- (iv) The PMML's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.
- (v) In the event of failure of the Successful Bidder to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the PMML at its sole discretion may make alternate arrangements for getting the Services contracted with another vendor. In such case, the PMML shall give prior notice to the existing Successful Bidder. The existing Successful Bidder shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Successful Bidder shall render all assistance to the new Service Provider within such period prescribed by the PMML, at no extra cost, for ensuring smooth switch over and continuity of services. If an existing Successful bidder is breach of this obligation, they shall be liable for paying a penalty as provided in the Penalty Section of this document, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee. PMML or the "Successful Bidder" can terminate the contract in the event of default of terms and conditions of this RFP or the contract by the other party by giving 1 month written notice.
- (vi) Upon termination of this Contract due to any reason whatsoever or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except
 - such rights and obligations as may have accrued on the date of termination or expiration,
 - the obligation of confidentiality set forth herein,
 - and any right which a Party may have under the Applicable Law.

45. Penalty Clause:

(i) After the award of work if the bidder fails to commence the work from the date as mentioned in the agreement, the PMML will levy penalty in the following manner:

- (ii) 2.5% of cost of order/agreement per week, up to four weeks delays subject to a ceiling of 10% of the total contract value (including all taxes & duties and other charges)
- (iii) After four weeks of delay, PMML may cancel the agreement and get this job carried out preferably by another agency from open market. The difference, if any, will be recovered from the defaulter contractor and he shall also be blacklisted from participating in such type of a tender for a period of four years and his Performance Security may be forfeited, if so warranted.
- (iv) If at any given point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfil any of the contractual obligations, the PMML may take a decision to cancel the contract with immediate effect. Further, performance security of the agency may also be forfeited if the performance of the agency is not satisfactory.
- 46. Liquidated damage: The job includes the services mentioned in the tender document. In the event of failure to meet the job completion in stipulated date/time liquidated damage may be imposed on the contractor for sum not less than 1% of the contract value for that item/job for each week or part thereof, subject to a ceiling of 10% of the total contract value (including all taxes & duties and other charges). In the event of LD exceeds 10% of the order value, PMML reserves the right to terminate the contract and PMML will get the job completed by any other competent party. The difference of cost incurred by PMML will be recovered from the contractor.

47. Payment:

- (i) The Contractor must submit the bills after compilation/completion of every month;
- (ii) Payment shall be made on an actual usage basis based on Projects mentioned in the scope of work (Project wise). The bill submitted by the bidder should be duly certified by the concerned project officer of PMML. No advance payment will be made. Payment shall be made only to the basis on actual consumption of services, duly supported with the requisite details of services.
- (iii) Invoice (i.e. Tax invoice as per Service Tax rules clearly indicating Tax registration number, Service Classification, rate and amount of Tax shown separately).
- (iv) The agency will submit a bill, in the name of PMML.
- (v) No claim for interest will be entertained by the PMS in respect of any payment/deport which will be held with the Centre due to a dispute between the PMML & Contractor or due to Administrative delay for reasons beyond the control of the PMML.

- (vi) All Taxes per applicable rules from time to time will be deducted at applicable rates from all payments made by PMML.
- (vii) The payment is mandatory through NEFT/RTGS only.

48. Minimum Eligibility Criteria

1. Pre-Qualification Eligibility Criteria

qualified for technical bid evaluation

The Bidder must possess the requisite experience, strength, and capabilities to provide the services necessary to meet the requirements, as described in the RFP. The invitation to the bids is open to all the Bidders who qualify the below eligibility criteria:

C				
S. No.	Criteria	Documentary Evidence		
1.	Bidder should be A company incorporated in India under the Companies Act, 1956 or 2013 OR LLP Act 2008 and subsequent amendments thereto	 Copy of Certification of Incorporation/ Registration Certificate issued under relevant act of Govt of India PAN card GST registration 		
3.	Bidder should have an average annual turnover of minimum 1 Crore during the last three financial years (FY 2021-22, 2022-23, and 2023-24)	 Audited financial statements of last three financial years (FY 2021-22, 2022-23, and 2023-24) Certificate from the Statutory Auditor on turnover details of the three financial years (FY 2021-22, 2022-23, and 2023-24) 		
4.	Bidder should have a Positive Net Worth for the last three financial years (FY 2021-22, 2022-23, and 2023-24)	 Audited financial statements / CA Certificate for the years mentioned (for the last three financial years (FY 2021-22, 2022-23, and 2023-24) 		
5.	Bidder should have experience of implementing / providing Payroll services for at least Three (03) entities in any Central or State Govt Ministries / Departments, PSUs, Statutory bodies, Autonomous Bodies / Societies or Private Sector Companies in India Value of each Projects cited should not be less than Rs 5 Lakh	■ The participating implementing agency to produce copy of the work order/contract agreement/completion certificate from the client, providing details confirming the compliance to the required criteria. The Project cited must be successfully operational for at least last 01 Year		
6.	Bidder should not have been blacklisted/ debarred by any Central/ State Government as on bid submission date	Undertaking signed by the Authorized Signatory of the company to be provided Stign / Eligibility Criteria requirements shall be		
On	Only those bidders who qualify all Pre-qualification/ Eligibility Criteria requirements shall be			

Presentation by the Bidder:

The bidder fulfilling the Minimum Technical Eligibility Criteria will be invited for a presentation in the premises of the PMML at a designated date and time. The vendor needs to present its company profile, capabilities, scope of work adherence and experience in a 20 minutes presentation in front of the Evaluation Committee.

IMPORTANT: It is mandatory to furnish relevant documents, proof for the requirements mentioned above.

2. Technical Qualification Criteria

The Bidder shall submit the scanned copy of following documents along with company file while submitting the bid documents: -

- (i) Bid Security: Bid Security is to be furnished in accordance with clauses of ITB and bid submission as perform. Alternatively, documentary evidence for claiming exemption, if any, from payment of Earnest Money.
- (ii) Self-attested ID proof, address proof, Pan Card, and a recent passport size coloured photograph of authorized representative.
- (iii) Certificate of Incorporation, Articles and Memorandum of Association in case of companies/Partnership Deed and Registration of Partnership Firm in case of Firms.
- (iv) Documents mentioned in the qualification criteria.
- (v) National Electronic Fund Transfer (NEFT Form) for payment in Indian Rupee.
- (vi) Certificate of Chartered Accountant showing annual turnover for the last three financial years (_______). Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
- (vii) Income Tax returns filed for the last three financial years. ().
- (viii) Goods & Services Tax Certificate
- (ix) PAN Number.
- (x) Undertaking by the bidder confirming availability of manpower of requisite experience.
- (xi) The bidder has not been debarred/blacklisted during the last three financial years.

Note-1: The bidding companies /firms /agencies are required to attest (self attestation) the scanned copies of documents, along with the bid, signed on each page with seal, to establish the bidders' eligibility and qualifications failing which their bid shall be summarily rejected and will not be considered. The bidders are responsible for what they attest and claim; if, later on, it is found that whatever has been attested by the bidder is not true/ correct, the company/ firm / agency of the bidder will render itself liable for punitive action including black- listing for purpose of procurement of any service (s), in addition to attracting penal provisions of the agreement.

Note-2: The bidders shall execute necessary instrument and documents required by PMML in relation to the bidding documents and shall adhere to all notification/amendments as may be issued by the PMML from time to time. All costs (including taxes, stamp duties and registration charges if any shall be borne by the bidders)

Note-3: The successful bidder shall provide necessary license from licensing authority for running the business at client's site.

Note-4: The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.

3. Financial Bid Criteria

This should be uploaded online in the prescribed PDF format as per **Annexure VIII** of bid document.

- (i) The authorized signatory of the bidder must sign the bid, duly stamped at appropriate places with initial on all the remaining pages of the bid. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, PMML may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- (ii) No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.
- (iii) It is the responsibility of Bidder to go through the Bidding Document before offering rates as per price schedule.
- (iv) All pages of the Bid should be page numbered and indexed.
- (v) All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/ RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section along with their offers, if not already executed in PMML. Notification of Award will not be issued without NEFT Mandate Form.

Financial Bid Evaluation

- (i) Bidders should submit the financial bid as per the format given in Annexure.
- (ii) The bids will be evaluated on Quality and Cost Based Selection method (QCBS) basis with 70% weightage on technical score and 30% weightage on financial score.
- (iii) FINANCIAL SCORE = 100 X FINANCIAL PROPOSAL OF LOWEST BIDDER / FINANCIAL PROPOSAL OF BIDDER UNDER CONSIDERATION (Adjust to two decimal places)
- (iv) THE COMPOSITE SCORE SHALL BE COMPUTED AS FOLLOWS:
- (v) COMPOSITE SCORE = (TECHNICAL SCORE X 0.70) + (FINANCIAL SCORE X 0.30)
- (vi) The bidder with the highest composite score will be declared as the successful bidder. In case of tie in the highest composite score of multiple bidders, the bidder with higher technical score will be declared as the successful bidder.
- (vii) Note: Technical score is the technical marks scored by the bidder in the technical bid.

4. Technical Evaluation Criteria

S. No.	Technical Criteria	Maximum Marks
1	Annual Turnover: The Bidder should have an average annual turnover of minimum 1 Crore each in the last three financial years. CA certified Audited Balance Sheets for last three years to be submitted (2021 - 2022, 2022 - 2023, 2023 - 2024)	5
2	Compliance Standing: Bidders standing for the proposed HRMS & Payroll portal and services with respect to requirements stated by PMML in this RFP – Please refer ToR.	15
3	Approach & Methodology — The bidder should submit a document to substantiate his approach towards the project including Approach Methodology, Work Plan, QA Plan and how Bidder will do the customization as per PMML requirements	10
4	Experience: The bidder must have completed or substantially (work in which at least 80% have been paid) completed of similar works during last 5 years (2019-2024) should be either of the following: -:	20
	Three similar completed works each for 120 employees with different institutions of Central or State Govt Ministries / Departments, PSUs, Statutory bodies, Autonomous Bodies and Societies or Private sector Companies. Value of each Project should be more than 05 Lakhs Exclusive of Taxes	
	OR	
	Two similar completed works each for 180 employees with different institutions of Central or State Govt Ministries / Departments, PSUs, Statutory bodies, Autonomous Bodies and Societies or Private sector Companies. Value of each Project should be more than 7.5 Lakhs Exclusive of Taxes	
	OR	
	One similar completed work for 240 employees with different institutions of Central or State Govt Ministries / Departments, PSUs, Statutory bodies, Autonomous Bodies and Societies or Private sector Companies. Value of Project should be more than 10 Lakhs Exclusive of Taxes	
	Bidder should be able to substantiate delivery of above through work experience documents produced as a part of technical response along with potential live walkthrough of production site would be needed.	
	Similar Work Shall mean Deployment of HRMS & Payroll Solution in Cloud / On premise environment, Customization and system should be running for at least 1 Year or should have completed annual maintenance support for 1 Year	

5	Govt / Public Sector implementation experience – The bidder must have completed (or substantially completed in which at least 80% have been paid) implementation of HRMS & Payroll system in institutions of Central or State Govt Ministries / Departments, PSUs, Statutory bodies, Autonomous Bodies and Societies (for minimum of 120 employees) during last 5 years (2019-2024) O2 Marks for Each Project with maximum of 10 Marks for Five Projects	
6	Bidders should also submit relevant Quality Certifications such as ISO 9001, PCMM, ISO 27001 02 Marks shall be awarded for each certificate with maximum of 05 marks for	5
	three or more certificates	
7	The prospective bidder should deploy a suitable resource at PMML. Resource should be BE/BTech/MCA with minimum 03 years of experience a. Education Qualification – 1 Marks b. Past Experience – Maximum of 03 Marks where 1 Marks will be given for implementation of HRMS & Payroll System and maintenance or 1 Years of Customization & AMC / Support Experience c. Relevant Certifications for Project Management / HRMS such PMP / PCCM	5
8	 The Presentation will be evaluated as per the following parameters: i. Bidders Capabilities ii. Scope of work adherence iii. HRMS Portal Experience & Payroll System Experience iv. Integration Experience v. Experience of similar works 	30
	TOTAL	100

The tender shall be awarded on Quality cum Cost Based System (QCBS) selection Basis. Under this method, the selection would be based on both the quality of the technical bid and the costs shown in their commercial bid.

5. Payment Schedule

Payment to the successful bidder shall be released as per the following schedule post approval of stage completion from the Purchaser, given the following timelines are met.

(T = Date of allotment of work to the successful bidder)

Milestone	Description	Payment
l	Submission of High-Level Design (HLD) Document & FRS and SRS based on PMML requirements and requirements mapped with functionalities	5% of the Contract Value
II	Deployment for PMML and initiating User Acceptance Test (UAT) of functionalities by PMML users	5% of the Contract Value
III	Go Live of Portal	5% of the Contract Value
IV	Project Acceptance (30 Days after go Live)	5% of the Contract Value

Milestone	Description	Payment
ı	O&M Charges for HRMS & Payroll System (after	80% of Total Contract Value shall be
	go Live)	paid in 24 equal Monthly Instalments

VI. Scope of Work

1. Background

Current IT Status of Payroll processing at PMML: PMML is currently using online system & PAYROLL software for approximate 230 regular and contractual employees for maintaining Personal/Department details, and Payroll/ Salary. PMML is using software application of NIC for processing of payroll for approximate 300 employees (Regular and on contract) for maintaining Personal/Department details, and Payroll/ Salary. In the application other than payroll Leave, computation of Tax, salary slips etc are also available.

2. Objective

PMML intends to leverage technology, and both automate / outsource the payroll process and bring the per year per employee cost of handling managing the payroll operations. To meet this twin objective PMML intend to use a cloud-based payroll system which can also work in offline mode to make entry etc and sync with central system. PMML wishes to engage a service prover which will support PMML meet this objective.

3. Scope of Work for Proposed Cloud Based Payroll System at PMML

PMML wishes to introduce the best-practiced processes and techniques in HR in managing its workforce through improved HR & payroll System which has swift administrative responsiveness and efficiency with lower per employee Cost of payroll processing leading to time Saving & paper-less Payroll/HR function. For improving the Payroll systems, PMML wishes to use a cloud based Web enabled centralized solution with security features. The new technology and practices in the areas of Human Resources Process Management System should enable PMML to achieve the objectives of operational efficiency, streamlined process and work flow automation in respect of HR functions.

The key focus is to outsource the complete payroll processing and bring in the best of systems/processes in HR management to enhance efficiency of the PMML's existing HR systems / practices /procedures. PMML is looking for service provider which can assist PMML in Change Management and which offers desired capability of implementing rolling out automated system at PMML for payroll management, associated processes & experience.

The proposed system must assist PMML in providing self-service facilities to the employees like browsing Salary records, Printing of Pay Slips, Form 16 CTC etc and offer a comprehensive and self-contained HRMS & Payroll solution conforming to the best standards with sophisticated tools. The solution should provide a facility for processing Payroll, reimbursements, Form 16, gratuity etc. at PMML and the solution should have all reports generation facility for MIS as well as statutory requirements and reporting (statutory and other) purposes. Service provider shall also provide end User IT support, impart the required training to the PMML's staff for operating the HR & Payroll applications implemented at PMML. The proposed HRMS & Payroll System should be integrated with biometric attendance application for salary computation and loss of pay / Leave Calculation etc. After implementation of proposed payroll application, there should be single application for Employee Master Data maintenance.

4. Project's Functional and Technical Project Requirements

(Bidder needs to submit compliance for below requirements)

PMML envisages the following components of work to be executed by a competent service provider in order to fulfill the objectives of the proposed payroll system. Payroll System is envisaged to be a user friendly, comprehensive, integrated information system designed to manage the overall functioning of all PMML business and support divisions.

- 1. Service provider should conduct a detailed Functional Requirement study, System Requirements Study and System Design and submit the same to PMML
- 2. PMML intends to completely outsources payroll system and hence views it as integrated project comprising of supply, installation, implementation, configuration, customization, integration and testing of payroll system together with relevant database, licenses and other software in conformance to industry standards along with hosting the system on cloud and providing manpower support to PMML for smooth operations of this system hence the service provider is expected to propose hosting of the application on Cloud and manage the complete ICT operations (including hardware & software related to Cloud) and provide list of servers services which shall be used for hosting the system on cloud. All expenses pertaining to hosting / cloud shall be borne by service provider.
- 3. Manage the system operations (including manpower support for customization, update, upgrade and AMC / ATS etc) for the contract duration.
- 4. Integration and data migration of Legacy Data
- 5. Change Management and Capacity Building including Training of users for effective use of the system
- 6. Prepare complete documentation of the HRMS & Payroll system Project at PMML
- 7. Provision to upload Personal files and Service Book of Employees in the Portal
- 8. System should have provision of validation of Service Book all the employees in Human Resource Management System (HRMS)
- 9. Install HRMS & Payroll system at PMML as on premise version on PMML provided hardware (Server / Desktop) for backup, audit and other purposes.

1. Desired features required in Payroll Management

- a. It should start with the Employee Creation for three categories of employees:
 - Regular Staff
 - Contractual Staff
 - Fellows
 - Re-empanelled Staff
- b. Establishment Section along with full details i.e., Family and Dependents as these are required for many other activities connected with the Accounts Section.

c. Processing of Salary at PMML

Regular Salary Bills

- A) Regular Staff (NPS)
- B) Regular Staff (GPF)
- C) Regular Staff (CPF)
- D) Contractual Staff Bills (project wise)
- E) Fellows' salary (NPS, GPF, CPF)

Additional Supplementary Bills

- A) Dearness Allowance Arrear
- B) House Rent Allowance Arrear
- C) Bonus
- D) Dress Allowance
- E) Holiday Compensatory Allowance
- F) Honorarium
- G) Incentive for Higher Education
- H) Leave Encashment on LTC
- Overtime Allowance
- J) Productivity Linked Incentive Scheme
- K) Rewards
- L) Salary Arrears
- M) Special Incentive Scheme
- N) Tuition Fee Reimbursement
- O) Newspaper Reimbursement
- P) Others
- d. The payroll process should include attendance and leave data of Biometric attendance system forwarded by Establishment.
- e. The Pay levels, Grade pay needs to be defined both as per 6th Pay Commission and 7th Pay Commission.
- f. Any changes in Pay, Pay Level due to Promotion / Increment etc. will be carried out by Establishment Section after obtaining due approvals.
- g. The career progression of each employee needs to be captured in the system.
- h. Provision for definition of Income Tax rates applicable for each financial year and various rebates / exemptions available under the Income Tax under various years needs to be defined by the system. Provision for updation / definition of new items should be available.
- i. Income Tax to be deducted and remitted to the GoI employee's salaries is based on the Income for the whole year and other income defined by the deducted every month based on an estimated salary for the whole year.

- j. System should be capable of providing the estimated salary for all employees and the estimated tax to be deducted every month.
- k. In calculation of the tax to be deducted, the system should consider the other incomes declared by the employee, and other payments made to the employees.
- I. Tax deductions under various sections needs to be captured in the system.
- m. Payroll Software should be able send Pay slips through email and self-driven downloadable one.
- n. The Form-16 and Form-16A's also to be downloadable whenever the Employee needs.
- o. All the Statutory Forms and Payments Reports should be generated periodically as well as on demand.
- p. Loan & Advance Management including user definable Loan/Advances adjustment calculation facility.
- q. Perk Management where system can handle Perk head for regular/irregular earning perquisites.
- r. Salary Management for regular/irregular earning & deduction.
- s. Salary management for pensioner employees.
- t. Income Tax Management handles complex tax calculation by considering investment with ease. Arrear Calculation Module for Salary Arrears, DA Arrear, Increment Arrear or LWP arrear.
- u. System should manage Statutory Requirement and shall handle all statutory earning / deduction as per rule.
- v. Salary Generation Module with rank wise salary generation facility
- w. NPS deduction from salary of the employees
- x. Integration of leave and biometric attendance system
- y. System should also have Administrative Control to add and remove employees.
- z. Provision to upload Personal files and Service Book of Employees in the Portal and should have provision of validation of Service Book of all the employees at PMML

System should facilitate Tax Administration, like GST, Income Tax TDSs, other Statutory Liabilities (labour cess, seignorage, professional Tax) and should handle

Promotion/Transfer:

- A) Promotion/Reversion (without transfer)
- B) Transfer to another office (General Transfer/with promotion/any other reason)
- C) Reliving of Deputation (In) Employee
- D) Deputation (Out)
- E) Generate Last Pay Certificate (LPC)
- F) Joining after Transfer/Repatriation
- G) Re-joining (Re-Employment) of End of Service Employee

System should have capability to meet and address below change related requirements:

- A) Employee Detail Changes
- B) Dearness Allowance updates
- C) Pay Commission revisions
- D) Release of Annual Increment
- E) MACP -related changes
- F) Pay Re-Fixation
- G) Pay Related
- H) End of Service Employee
- I) Change in Employee Type
- J) Change in Office
- K) Extension of Service
- L) Salary enhancement based on contract renewal dates
- M) Reporting for Changes

System should have features to address below Modifications:

- A) Hold salary if contract expired, pending order of renewal.
- B) Hold the last salary of fellows until report submission.

2. Desired features required in Employee Self Service

- a. Each employee is provided with an Online Account where employee can easily view their Service details including histories such as Increment, Promotion.
- b. System should be able to implement increment provision based on Salary structure and reports on Increment due.
- c. Employees can maintain & view their Personnel & Official details like PF | Gratuity | Family | Dependent | Nominees | Qualification | Skill | Hobbies | Passport | Visa |
- d. Employee can view download and print all salary & Income Tax details like Pay slip | Annual Salary / CTC | IT Projection | Yearly Payment.
- e. System should have easy to submit Investment Declaration (including proofs) and Actual for Income TAX purposes.
- f. Should be integrated with biometric attendance and provision for including Functional Allowance (TA/DA).
- g. The Employee should be able to claim Reimbursements, Advances and Settlements by Employee themselves.
- h. Employees should be able to claim and view the status of their claims.
- i. All types of claims by employees should be enabled and Submission of Claim Forms in PDF along with Bills and Invoices should be allowed.

3. Desired Reporting requirements

- a. System should generate Pay slips & Monthly Tax remission and challans that needs to be generated. Generation of Tax returns in Prescribed forms is required. Bank / PFMS upload statements monthly / periodically have to be generated. Bank reconciliation statements. Monthly Expenditure Reports.
- b. The Reports generated should be as per system required / user-friendly mode and shall be downloadable in popular formats such as json, CSV, Excel, Word, PDF and any other format required by PMML.
- c. Employee Total NPS statement
- d. Employee Total GPF / GPF Statement
- e. Report should show the Pending Advances age-wise for follow up and settlement.
- f. Report calculating interest for delayed settlement of advances.
- g. Imprest Reports.
- h. Reports for Salary Register and all earn & deduct reports with Location/Department/Grade wise facility.
- i. Separate reports for Regular employees, contract employees and pensioner employees
- j. System should be able to generate Final Net salary report & Final Summary report, Salary head wise salary report
- k. System should provide the Reports to be sent to Bank such as Payment Advices, Income Tax Challans to be sent to Bank and for Online Payment, etc
 - 1.1 Pay Bill Register (PBR) (Month wise as well as yearly)
 - 1.2 Salary bifurcation report (Basic, DA, TA, Etc. bill wise)
 - 1.3 Renewal of contractual staff (Renewed this month and due for renewal next month)
 - 1.4 Changes in salary in current month with comparison from last month.
 - 1.5 Employee salary bill details
 - 1.6 Deduction report like: (Report with bill wise bifurcation)
 - A) Income Tax
 - B) Group Insurance
 - C) GPF
 - D) CPF
 - E) NPS
 - F) Loan and Advance
 - G) Recovery
 - H) Other
 - 1.7 Generation of Various letter (Custom as well as Regular prefixed format)
 - 1.8 Attendance Report
 - 1.9 Relieving Details
 - 1.10 Joining Details
 - 1.11 Last pay Certificate (LPC)
 - 1.12 Due & Drawn Statement
 - 1.13 Employee wise reports
 - A) Gender wise list
 - B) List of NPS/GPF Employees
 - C) End of service/Superannuation Reports
 - D) Deputation In/Out
 - E) List of employees due for Annual Increment

- F) List of Suspended Employees
- G) Designation wise list of employees
- H) Promotion History
- I) List of employees whose Annual Increments have been stopped
- J) Bank wise list of employees
- K) Government Accommodation
- L) List of employees under CGHS
- M) Employee with/without PAN/PRAN No.
- N) List of employees with/without Adhaar No.
- O) Compliance checklist of employees

4. Integration Requirements

System should be Integrated with Bank for Salary Disbursement: (Salary details to be shared with bank for salary disbursement)

- i. Existing SBI Bank accounts
- ii. Through NEFT

Please Note: Bidder is required to submit compliance sheet for above stated requirement to PMML as the same will be evaluated during technical evaluation.

5. Deployment of Dedicated Manpower for Payroll processing

For smooth processing of payroll PMML shall require one dedicated skilled manpower to manage payroll software operations and ensure the accurate processing of monthly salaries. This individual will be responsible for:

- Entering payroll related data / inputs for all employees.
- Operating and managing the payroll software system.
- Ensuring the timely and accurate processing of monthly employee salaries.
- Addressing any payroll discrepancies and maintaining payroll-related documentation.

5. Project Schedule

S. No.	Phase	Deliverables	Timelines		
1.	Phase 1: Initiation & Planning	-Project Plan -Success metrics defined			
2.	Phase 2: Requirements & Design	- Business Requirements Document (BRD) - System Design Document	T0 + 2 Weeks		
3.	Phase 3: Configuration, Customization and UAT commencement	Configure HRMS & Payroll SystemDevelop custom modulesSystem integrationsCommencement of UAT by PMML Users	T0 + 4 Weeks		

Selection of Service Provider for Implementation of HRMS & Payroll

4.	Phase 4: Post Go-	UAT sign-off completed and subsequent to	T0 + 8 Weeks
	Live	Go-Live O&M Period starts	
	Commencement		
	of O&M Support		

^{*}T0 is Date of signing of Contract

6. Penalties

Bidder must ensure the Solution/support should comply with the RFP/SLA terms and penalties will be imposed on breach of RFP/SLA terms as mentioned below.

Penalties for the shortfall in Performance Levels (SLAs)

Vendor will have to guarantee a minimum uptime of 99.5%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 99.5% on 24x7x365. The penalty will be calculated as per the details given below.

Uptime percentage	Penalty Details
A >= 99.5%	No Penalty
99.5% =< A <99%	2% of cost of monthly charges
99% =< A <= 98.5%	5% of cost of monthly charges
A < 98.5%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of cost of monthly charges for every 0.1% lower than the stipulated uptime

Penalty for non-performance at help-desk

Service Area	Service requirement	Calculate penalty on	Penalty
Time is taken for resolution of calls	>= 99.9 % of service level	Less than 99.9 % of service level	5% Penalty will be deducted on Monthly Payment incase of breach of SLA

7. Service Level Agreements (SLA)

S. No.	Service Description	Desired Requirements	Measuremen t Requirement s	Max Response Time	Max Resolutio n Time	Penalty
1	Availability of HRMS & Payroll System including Cloud	99.9% uptime for HRMS/Payroll Application/Servic es including Employee self services	Measured uptime from system logs	60 minutes	180 minutes	1% of monthly payment for each 0.1% below 99.9% uptime
2 Payroll Processing		Timely payroll processing, including taxes, deductions, and bonuses	Accurate payroll calculation logs, error-free processing	1 Day before payroll date declared by PMML	4 hours	1% of monthly payment for each payroll delay beyond 24 hours

4	Incident Management User Support (Employee/H R Queries)	Quick response for critical issues like bugs, access issues, and data errors 10 to 6 PM access to support for HR and employee inquiries	Incident response and resolution tracking via ticketing system Response time measured from ticket submission or contact	60 minutes 60 minutes	4 hours	1% of monthly payment for each breach of response or resolution time 1% of monthly payment for each breach of response or resolution time
6	System Maintenance and Upgrades	Monthly system updates, including patches, enhancements, and features	Update logs, scheduled maintenance notification, and downtime tracking	1 hour prior to maintenanc e	4 hours (for unplanned downtime)	1% of monthly payment for each hour of unnotified downtime
7	Data Backup Recovery and Retention	Daily data backups with 30-day retention	Backup logs and restoration verification	1 hour (in case of failure)	24 hours (for full data recovery)	1% of monthly payment for each breach of backup or recovery SLA
8	Reporting and Analytics	Monthly payroll and compliance reports, including analytics for HR data trends	Automated reports on payroll, taxes, compliance, and system performance	Weekly	5 business days after the month ends	1% of monthly payment for delayed reports beyond SLA
9	Employee Record Updates	Timely updates to employee records and benefits information	Record change logs, HRMS updates	4 hour	24 hours (for urgent changes)	1% of monthly payment for each breach of record update SLA
10	System Customizatio n Requests	Customization of payroll system as needed for specific business needs	Tracking of requests and implementation timelines	1 business day	10 business days	1% of monthly payment for each breach of customizatio n timeline

- **Penalty** applies when the service provider fails to meet the required SLA standards.
- The penalty is **1% of the monthly payment** for each instance of non-compliance with the **response time** or **resolution time** set in the SLA. Maximum penalty shall not exceed 10% in case maximum penalty exceeds 10% PMML may terminate the services.
- For system availability and other uptime-related issues, penalties are based on a threshold below 99.9% uptime, calculated as 1% of the monthly payment for every 0.1% below 99.9% uptime.

• **Critical incidents** or **data recovery failures** lead to penalties for missed timelines, with 1% of the monthly payment deducted for each SLA breach.

S.	Service		Service Level	Min Resolution	Max Resolution		
No.				Time	Time		
1.	Critical	System	Level 1	60 minutes	120 minutes		
	Issues						
2.	Major	System	Level 2	2 hours	8 hours		
	Issues						
3.	Minor	System	Level 3	1 business day	2 business days		
	Issues						

VII. Annexures

Annexure T-I

[On the letterhead of the Bidder]

Annexure T-I: Bidder's Details

1	Name of the Firm/ Company					
2	Name and Designation					
	of Authorized Signatory					
3	Office Address of the					
	Firm					
	/ Communication					
	Address:					
4	Office Phone No: Mobile					
	No:					
5	Fax:					
	E-Mail ID:					
6	TAN:					
	GST registration					
	Number: PAN Number:					
7	Firm's Bank Account	Bank Account No.				
	details	Name of the Bank:				
		IFSC Code:				
	P	articular Details of the Bidders Representative				
8	Contact					
	Person:					
	Designation:					
	Tele Phone / Mobile No:					
	E-Mail ID:					
UND	ERTAKING					
		at I have gone through the terms and conditions mentioned in the ertake to comply with them.				
	Authorized Signatory (signature in full):					
	Name and Title of Signator	ту:				
	Company Rubber Stamp:					

Annexure T-II

Annexure T-II: Bid Form [On the letterhead of the Bidder]

(Bidders are requested to furnish the Bid Form in the Format given in this section, filling the all details and to be submitted on Letter Head in original)

To,

The Director
Prime Ministers Museum and Library
Teen Murti House
New Delhi 110011

Sub: Tender Selection of Service Provider for Implementation of HRMS & Payroll at PMML

Dear Sir,

We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject Tender, do hereby propose to execute the job as per specification as set forth in your Bid documents.

The prices of all items stated in the bid are firm during the entire period of job irrespective of date of completion and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 90 days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.

We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.

We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to 5% of the estimated tender value as stipulated in the tender document.

Selection of Service Provider for Implementation of HRMS & Payroll

We agree that PMML reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his

decision on the subject will be final and binding on Bidder.
Dated, thisday of 20
Thanking you, we remain,
Authorized Signatory (Signature In full): Name and title of Signatory:

Stamp of the Company: _____

Annexure T-III

Annexure T-III: Declaration

[On the letterhead of the Bidder]

١,		Son,/Daugh	nter/Wif	e o	f Resid	lent	of _		_Authorized	Signa	atory of t	he Co	mpany
/	Firm,	mentioned	above,	is	competent	to	sign	this	declaration	and	execute	this	tender
d	ocume	ent;											

I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. _to (including all documents like annexure(s), schedules(s), etc.,) which form part of the contract agreement and I/We shall abide hereby by the terms / conditions / clauses contained therein.

The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration, while submitting this declaration letter.

We undertaking that:

- 1. We shall abide by **Data Protection Act of Govt. of India, IT Act** and its amendments carried out by Govt. of India from time to time.
- 2. The rates quoted for services and back-end infrastructure shall be fixed for a period of minimum three years and shall be binding for the period of Contract.
- We have at least 20 technically qualified professionals as on date of opening of tender i.e., 31.12.2024 with combination of experience in implementing the hrms/payroll. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) in its totality entirely.

In case any provision of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid and may be debarred from participating in all the future tenders at PMS.

Authorized Signatory (Signature In full):
Name and title of Signatory:
Stamp of the Company:

Annexure T-IV

Annexure T-IV : Declaration Regarding Blacklisting/Non-Blacklisting [On the letterhead of the Bidder]

I /We Proprietor / Partner (s) / Director (s) of M/sfirm/	hereby declare that the
company namely M/S	
blacklisted or debarred in the past by any organization from tal	king part in Government tenders.
Or	
I / We proprietor / partner (s) / Director (s) of M/Sthe	hereby declare that
firm/ company namely M/S	
debarred by any Government Department from taking part in G of years w.e.f The period over	•
company is entitled to take part in Government Tender. In cas false I / we are fully aware that the tender/ contract will be rej Delhi shall be forfeited. In addition to the above PMS, New D pay the bills for any completed/ partially completed work.	se the above information found jected / cancelled by PMS, New
Signature:	
Name:	
Capacity in which as signed:	
Name & address of the firm:	Seal of the firm should
	be affixed.
Dated:	Signature of Bidder with seal.
In case of proprietorship firm, certificate will be given by a partnership firm, certificate will be given by all the partners an all the Directors of the company or company secretary on behavior	d in case of limited company by

Annexure T-V

Annexure T-V : Financial Capability Of Bidder [On the letterhead of the Bidder]

#	Financial Year	Turnover in Indian Rupees	Document Page No.
А	2021-2022		
В	2022-2023		
С	2023-2024		

Note: The bidders shall provide IT Return of above stated financial years.

Authorized Signatory (Signature In full):	
Name and title of Signatory:	
Traine and title of oignatory.	
Stamp of the Company	
Stamp of the Company:	

Annexure T-VI

Annexure T-VI: Details of Firm's Experience

[On the letterhead of the Bidder]

S. No.	Name of the Company	Work Description	Date	Work Order Value	Contract Period	Page No

Authorized Signatory (Signature In full):	
Name and title of Signatory:	
Stamp of the Company:	

- Copies of work orders should be attached with this information. In absence of documentary evidence, bid is liable to be rejected.
- If necessary, separate sheet may be used to submit the information.

Annexure T-VII

Annexure T-VII: CSP's Authorization Form

[On the letterhead of the Bidder]

То,
The Director Prime Ministers Museum and Library Teen Murti House New Delhi 110011
Sub: Authorization Letter to M/sfor the participation in the tender for implementing HRMS & Payroll for Prime Minister's Museum & Library.
Dear Sir,
We,
Signed:
In the capacity of: Name:
Duly authorized to sign the bid for an of behalf of
Dated onday of
Corporate Seal
Note: This letter of authority must be on the letterhead of the Manufacturer and duly signed by an authorized signatory.

Annexure T-VIII

[On the letterhead of the Bidder]

Annexure T-VIII : Financial Bid Format

S. No.	ltem	Total Price	Taxes (wherever applicable)	Total cost (total price + taxes)
a)	Total Cost of HRMS & Payroll System for PMML including hosting & customization (2 Months of Implementation and subsequently 24 Months of Support(A)			
b)	Others (Please specify)			
Total				

Form B: Details of Financial Bid

S. No.	Category	Component	No of Components / Units of Service (X)	Rate (per unit) (Y)	Total Cost (= X*Y)	
A: HR	MS & Payroll including Hosting & Cu	stomization				
1.	Per User Per Month Cost of HRMS to PMML (B)		230			
Total	Total A:					
В: Ор	erations and Maintenance Costs (Mo	onthly Expenses	for 01 years of co	ntract after "'(Go-Live")	
2.	Cost of Support Manpower Deployed at PMML for 24 Months(C)		24 Months			
3.	Cost of Meity empaneled Cloud Hosting		24 Months			
4.	Audit etc.		Once a Year			
Total	Total B:					

Annexure T-IX

Annexure T-IX : Document Checklist

S. No.	Pre-qualification criteria	Documents to be provided	Attached (Y/N)	Page No.
01.	Bidder should be A company incorporated in India under the Companies Act, 1956 or 2013 OR LLP Act 2008 and subsequent amendments thereto	 Copy of Certification of Incorporation/ Registration Certificate issued under relevant act of Govt of India PAN card GST registration 		
02.	Supporting document related to empanelment of cloud service provider with Meity, Govt. Of India	Valid Certificate for empanelment with Meity		
03.	ISO 9001:2015 certificate.	Copy of ISO certificate		
04.	Average annual turnover of minimum 1 Crore during the last three financial years (FY 2021-22, 2022-23, and 2023-24)	Certificate from the Statutory Auditor on turnover details of the three financial years (FY 2021-22, 2022-23, and 2023- 24)		
05.	Positive Net Worth for the last three financial years (FY 2021- 22, 2022-23, and 2023-24)	Audited financial statements / CA Certificate for mentioned years.		
06.	Experience Certificates: a) One IT project of 240 Employees project value including HRMS & Payroll Services in last 03 years, where value of project exclusive of Taxes should be more than 10 Lakhs. OR	Copy of purchase order or Contract/Completion Certificate/Satisfactory report from Client, duly attested by bidder should be enclosed along with the Technical Bid.		
	b) Two IT projects for 180 employees Project value Including HRMS& Payroll Services, where value of project exclusive of Taxes should be more than 7.5 Lakhs OR c) Three IT projects of 120 Employees Project value including HRMS & Payroll services, where value of project exclusive			

	of Taxes should be more than 5 Lakhs.		
	Note: Experience certificate shall be from HRMS & Payroll services provided in Government Entity/ Autonomous Bodies/ Public sector/ reputed Private Sector firms in India		
07.	Bidder's Details	Annexure T-I [On the letterhead of the Bidder]	
08.	Bid form	Annexure T-II [On the letterhead of the Bidder]	
09.	Declaration	Annexure T-III [On the letterhead of the Bidder]	
10.	Declaration regarding blacklisting/Non-Blacklisting	Annexure-T-IV [On the letterhead of the Bidder]	
11.	Annual turnover of the bidder for each year for past 3 Years.	Annexure T-V [On the letterhead of the Bidder]	
12.	Details of Firm's Experience of HRMS & Payroll System Services	Annexure T-VI [On the letterhead of the Bidder]	
13.	Financial BID Form	Annexure T- VIII [On the letterhead of the Bidder]	
14.	Document Checklist	Annexure T- IX	

All the documents as mentioned in this checklist document shall form part of the complete Technical Bid. The bidder must sign on each supporting statement, undertaking, document, certificate etc. uploaded by it, thereby owning the responsibility for their authenticity and correctness.

AGREEMENT

This Agreement is made on thedayday (Month)(Year) between the Joint
Director, Prime Ministers Museum & Library, Teen Murti House, New Delhi 110011, India,
hereinafter called "the PMML", (which expression shall, unless excluded by or repugnant to the
context, be deemed to include its successor in office and assigns) of the one part AND
, represented by their Director, hereinafter called "the Service Provider"
(which expression shall, unless excluded by or repugnant to the context, be deemed to include
its/their heirs, successors, executors, administrators, representatives, technology partner and
assigns) of the other part, under which the Service Provider shall implement HRMS $\&$ Payroll System
Services for Prime Ministers Museum and Library as per the Terms of Reference given in the Tender
Document.

NOW THIS AGREEMENT WITNESSETH as follows:-

- 1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to or as referred in RFP document.
- 2. PMML is desirous to For Selection of Service Provider for Implementation of HRMS & Payroll System For Prime Ministers Museum And Library work in accordance with Service Provider's Technical & Financial proposal from the date of signing of agreement at the contract price of ₹ 00,00,000/- (Rupees ______ only) + applicable GST as indicated in your financial bid.
- 3. The successful bidder has been selected as the Service Provider on the basis of the bid response, to undertake the Project of the Implementing HRMS & Payroll System Services.
- 4. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. RFP Document
 - b. General Terms and Conditions
 - c. Payment Terms
 - d. Service Level Agreement (SLA)
- 5. In consideration of the payments to be made by the PMML to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the employer to execute the Implementation of HRMS & Payroll System Services for Prime Ministers Museum and Library as per the Tender Document (Tender No. PMML/RFP/HRMS-Payroll/2024).
- The PMML hereby covenants to pay the Service Provider in consideration of the execution and completion of the works/services as per the provisions given in the Tender Document (Tender No. - PMML/RFP/HRMS-Payroll/2024).
- 7. Being the sum stated in the letter of acceptance subject to such additions thereto or deduction there from, as may be made under the provisions of the contract at the times in manner prescribed by the contract/ tender document.

8. Duration of the Agreement - Total Period of Contract is 26 Months from date of signing of Contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement on the day and the year first above written.

For and on behalf of the Service Provider

For and on behalf of the PMML

Name of the Signatory &

Designation of the Officer

Stamp/Seal of the Service Provider

Name of the Signatory & Designation of the Officer Stamp/Seal of the PMML

Witness 1: Witness 2:

Signature

Name:

Address:

Contact no:

Signature

Name:

Contact no:

Definitions

Term	Meaning
	means this Agreement, Service Level Agreement together with all Articles,
Agreement	Annexures, Schedules and the contents and specifications of the RFP;
Applicable Law(s)	means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;
Business Hours	shall mean the working time for PMML users which is 9 AM to 6 PM on the days PMML operate
Confidential Information	means all information including PMML Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, budgets and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement); All such information in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within <15 days> from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".
Material Breach	means a breach by either Party (PMML or Implementation Agency) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure;
Services	means the services delivered to the Stakeholders of PMML or its nominated agencies, employees of PMML or its nominated agencies, and to professionals, using the tangible and intangible assets created, procured, installed, managed and operated by the Implementation Agency including the tools of information and communications technology and includes but is not limited to the list of services specified in RFP

A. Annexure: RFP Document & Subsequent Corrigendum's

B. Annexure: General Terms and Conditions

1. Scope of Work:

Selection of Service Provider for Implementation of HRMS & Payroll for Prime Ministers Museum and Library.

2. Period of Engagement:

The duration of the project is **26 months from the day of signing of contract.**

3. Performance Bank Guarantee:

- At the time of signing this agreement, the Service Provider shall provide a Performance Security of 5% of the total contract value i.e. ₹ 0,00,000/- either in the form of a bank draft or Bank Guarantee or NEFT/ RTGS payments to PMML. Such Performance Security must be valid till the successful completion of the contract as evident by such certification from PMML. Considering the criticality of the project it has been decided to keep the Performance Security at 5%.
- Failure of the Service Provider to submit the Performance Security or sign the Contract/Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the PBG.

4. Subcontracting:

The Service Provider shall not be permitted to subcontract any part of its obligations under this Contract.

5. Cancellation of Appointment / Contract:

The Appointment / Contract are subject to cancellation due to any of the reasons mentioned here under.

- If the Service Provider is found to have submitted false particulars / fake documents at the time of submitting the RFP for the award of assignment.
- If the Service Provider is found wanting in commitment to quality and delivery period /
 work plans, adherence to the guidelines, Statutory regulations, safe keep of all physical
 and electronic artifacts, conduct / discipline etc., while executing the job. Any deviations
 from stated conditions and contractual clauses can lead to appropriate deterrent action
 as deemed fit by PMML.
- If the Service Provider fails to execute the job as per the defined scope, delivery targets, quoted rate or any other point previously agreed, after PMML issues the Letter of Intent (LOI)/ Letter of Award (LOA).
- Any recommendation for award of Contract will be rejected if it is determined that the
 recommended Service Provider has directly, or through an agent, engaged in corrupt,
 fraudulent, collusive, or coercive practices in competing for the Contract in question; in
 such cases PMML will declare the Service Provider ineligible, either indefinitely or for a
 stated period of time, from participation in any further activities of PMML.
- If the Service Provider fails to make written disclosure as per the Disclosure Clauses of this Tender Document, either at the time of submitting the proposal or after the Contract has been signed with the Service Provider.

6. **Hiring Partner:** As per the terms of the RFP the Service Provider has opted for ______<Name, Address, details of company>______Bid specific support letter from the Hiring Partner and the Teaming Agreement with the Service Provider will form part of this Agreement.

7. Confidentiality:

Information relating to the examination, evaluation, comparison, and post-qualification of Proposals, and recommendation of Contract award, shall not be disclosed to the Service Provider.

- 8. Price for the total project is quoted in Rupees and will remain fixed throughout the period of contract.
- 9. Any price escalation due to delays by the Service Provider shall be borne by the Service Provider.
- 10. All rates and prices once agreed in the Contract shall be fixed for the entire duration of the Contract and no requests for enhancements or additions shall be entertained under any circumstances. Service Provider shall bear all corporate taxes, personal taxes or all taxes other than GST.

11. Force Majeure:

The Service Provider shall not be liable for any Penalty charges due to delay in execution work/service resulting from any causes beyond the Service Provider's reasonable control including but not limited to compliance with regulations, orders or instructions of Center/State or Municipal Govt. or Agency thereto, Acts of God, Acts of Civil and Military authorities, fires, floods, strikes, lockouts, freight embargoes, war risks, riots and civil corn motion's and the Service Provider will seek extension of delivery period within three weeks of the occurrence of any such event and clearly state the anticipated delay in execution on account of such events. On receipt of such a request from the Service Provider, the delivery period may be extended by PMML up to the time requested for by the Service Provider, subject to the further condition that if the delivery period is likely to be extended by more than sixty days on account of any event the PMML will be at liberty to cancel the un-executed portion of the Work order without assigning any reason and without payment of any compensation.

12. Negligence:

If the Service Provider neglects to execute the work with due diligence and expedition or refuses or neglects to comply with any reasonable order given in writing by the PMML in connection with Work order or shall contravene the provisions of the Work order, the PMML may give 21 days' notice, in writing, to the firm to make good the failure, neglect or contravention complained of and should the firm fall to comply with the notice within 21 days' time from the date of notice thereof, in case of failure, neglect or contravention capable of being made good, within that time or otherwise within such time as may be reasonably necessary for making it good, then and in such cases, the PMML shall be at liberty to take the Contract wholly or partly out of the hands of the Service Provider and reconstruct at

reasonable price with any other person or persons. In such an event it shall be lawful for the PMML to retain any such balance which may otherwise be due by him to the firm on any account including the security money and apply the same towards the execution of the whole or balance of the works so re-contracted, including any cost escalation, as aforesaid. If no such balance is due by the PMML to the firm or if due, is not sufficient to cover the amount thus recoverable from the firm, it shall be lawful for the PMML to recover the whole or balance of the amount from the firm by action of law.

13. Bankruptcy:

If the Service Provider shall commit any act of bankruptcy or being a Corporation, commence to be wound up except for reconstruction purposes, or carry on its business under a Receiver, the executors, successor or other representative in law of the estate of the Service Provider or any such Receiver, liquidator, or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to the PMML and shall for one month during which the Service Provider shall take all reasonable steps to prevent stoppage of the work, have the option of carrying out the contract subject to the Service Provider providing such Guarantee as may be required by the PMML but not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of the work the period of the option under this clause shall be fourteen days only. Provided that should the above option not be exercised, the contract may be terminated by the PMML by notice in writing to the Service Provider and the same power and provision reserved to the PMML in the last proceeding clause of taking the work out of the Service Provider's hands shall immediately become operative.

14. Resolution of disputes:

- Amicable Settlement: Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 7 days after receipt. If that party fails to respond within 7 days, or the dispute cannot be amicably settled within 30 days following the response of that party, then the second Sub clause of resolution of disputes shall become applicable.
- Arbitration: In case dispute arising between the parties, which has not been settled amicably, the Service Provider can request PMML to refer the dispute for Arbitration under the Arbitration and Conciliation Act, 1996 (as amended up to date). Such disputes shall be referred to the Arbitrator which shall be decided by the PMML. The Indian Arbitration and Conciliation Act, 1996 (as amended up to date) and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at PMML, New Delhi. The decision of the arbitrator shall be final and binding upon both parties.
 All arbitration awards shall be in writing, in English language and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne equally by PMML and the Service Provider. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.

This Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

15. Jurisdiction of Court:

In case of any dispute between the parties, the Courts at Delhi only shall have the jurisdiction to settle/ decide and adjudicate upon such matters. Before approaching the court of law, and dispute or difference arising in connection with the contract shall be referred by either party for arbitration in accordance with Clause - 16 above.

16. Indemnity:

The Service Provider shall obtain necessary trade and other license/ permission as may be required to carry out the tendered job and at all times indemnify the PMML against all claims which may be made in respect of any right protected by patent, copyright, registration or Trade Mark and shall take all risk of accidents or damage which may cause a failure of the supply and the entire responsibility towards fulfilment of the Contract. In the event of any claim in respect of alleged breach being made against the PMML, the PMML shall notify the Service Provider of same, and the Service Provider shall be at liberty at his own expense, to settle any dispute or to conduct any litigation that may arise there from.

17. Termination of Contract for default:

- The PMML without prejudice to any other remedy for breach of Contract, by a written notice of not less than 7 (Seven) days sent to the Service Provider may terminate the Contract/ blacklist in whole or in part for any of the following reasons:
 - If the Service Provider fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the PMML; or
 - If the Service Provider fails to bid or respond for three consecutive bid given by the PMML without assigning any satisfactory reason to PMML in writing or by email; or
 - o If the Service Provider fails to perform any other obligation(s) under the contract; or
 - o Laxity in adherence to standards laid down by the PMML; or
 - o Discrepancies/deviations in the agreed processes and/or Services; or
 - Violations of terms and conditions stipulated in the RFP.
- In the event the PMML terminates the Contract in whole or in part for the breaches attributable to the Service Provider, the PMML may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the PMML for any increase in cost for such similar Services. However, the Service Provider shall continue the performance of the Contract to the extent not terminated.
- If the contract is terminated under any termination clause, the Service Provider shall handover all documents/ executable/ PMML data or any other relevant information to the PMML in a timely manner and in proper format as per scope of the RFP and shall also support the orderly transition to another vendor or to the PMML.
- During the transition, the Service Provider shall also support the PMML on technical queries/support on process implementation or in case of any provision for future upgrades.

- The PMML's right to terminate the Contract will be in addition to the penalties /liquidated damages and other actions as deemed fit.
- In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the PMML at its sole discretion may make alternate arrangements for getting the Services contracted with another vendor. In such a case, the PMML shall give prior notice to the existing Service Provider. The Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the PMML, at no extra cost, for ensuring smooth switch over and continuity of services. If an existing Service Provider is breach of this obligation, they shall be liable for paying a penalty as provided in the Penalty Section of this document, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee. PMML or the Service Provider can terminate the contract in the event of default of terms and conditions of this RFP or the contract by the other party by giving 1 month written notice.
- Upon termination of this Contract due to any reason whatsoever or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth herein, (iii) and any right which a Party may have under the Applicable Law.

18. Penalty Clause:

After the award of work if the bidder fails to commence the work from the date as mentioned in the agreement, the PMML will levy penalty in the following manner:

- a) 2.5% of cost of order/agreement per week, up to four weeks delays
- b) After four weeks of delay, PMML may cancel the agreement and get this job carried out preferably by another agency from open market. The difference, if any, will be recovered from the defaulter-contractor and he shall also be blacklisted from participating in such type of a tender for a period of four years and his Performance Security may be forfeited, if so warranted.
- c) If at any given point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfil any of the contractual obligations, the PMML may take a decision to cancel the contract with immediate effect. Further, performance security of the agency may also be forfeited if the performance of the agency is not satisfactory.
- d) In case of late services / no services on a specific activity, in which the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract, the firm shall be liable to pay a Liquidated Damages (LD). LD will be imposed @ 1% per week delay or part thereof, of the cost of contract value up to maximum of 10% of the contract value from the Agency. The timeline/schedule of deliverables will be decided as and when the requirement/ tasks /activities arise.

19. Exit Management:

- The duration of Exit Management will normally be 1 month from the date of termination or one month prior to expiry of contract / work order. In case of providing services post termination or post expiry of the work order, the PMML will pay for the services consumed during the exit management period.
- During the exit management period and for 30 days post expiry of the work order/ contract, the Service Provider will not take action to stop the work as mentioned in the RFP as a result of the termination or expiry of contract / work order. In addition, during such a period, the Service Provider will permit the PMML or its nominated agency to assess the existing services being delivered as per RFP.
- During the exit management period, the Service Provider shall ensure supply of all services as per the work order/ RFP so that the business of the PMML is not affected.
- The Service Provider will provide all such information as may reasonably be necessary to affect as seamless a handover as practicable in the circumstances to PMML / replacement Agency and which the Service Provider has in its possession or control at any time during the exit management period.
- All information (including but not limited to documents, records and agreements) in digital and/ or paper form relating to the services reasonably necessary to enable PMML and its nominated agencies to carry out due diligence in order to transition the provision of the Services to PMML or its nominated agencies, must be maintained by the Service Provider from commencement of the services.
- The PMML will issue a written sign-off after the successful transition from the Service Provider. Service Provider shall not delete any content till such a written signoff is provided by the PMML along with an explicit request to delete/remove the content.
- The Service Provider will be paid only for the services rendered until the services are being rendered by the Service Provider. If the sign-off is provided before the exit management period is over, the applicable charges will only be paid until the sign-off.
- The payment for the final invoice along with any applicable exit management service costs will be paid only on the written sign-off from the PMML.

20. Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- (a) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- (b) as between the provisions of this Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and
- (c) as between any value written in numerals and that in words, the value in words shall prevail.

21. Priority of documents

This Agreement, including its Schedules and Annexures, represents the entire agreement between the Parties as noted in this Clause. If in the event of a dispute as to the interpretation

or meaning of this Agreement it should be necessary for the Parties to refer to documents forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:

- (a) This Agreement along with
- (b) the RFP / ToR along with subsequently issued corrigenda.
- (c) Technical and financial proposal submitted by the successful bidder

For the avoidance of doubt, it is expressly clarified that in the event of a conflict between this Agreement, Annexures / Schedules or the contents of the RFP, the terms of this Agreement shall pre vail over the Annexures / Schedules and Annexures / Schedules shall prevail over the contents and specifications of the RFP / ToR.

22. Transfer of Assets

PMML shall be entitled to serve notice in writing on the Service Provider at any time during the exit management period as detailed hereinabove requiring the Service Provider to provide the PMML with a complete and up to date list of the Assets within 30 days of such notice. PMML shall then be entitled to serve notice in writing on the Service Provider at any time prior to the date that is 30 days prior to the end of the exit management period requiring the Service Provider to transfer to PMML or its nominated agencies. In case of contract being terminated by PMML, PMML reserves the right to ask Service Provider to continue running the project operations for a period of 3 months after termination orders are issued.

C. Annexure: Payment Terms

S.No.	Description	Time	% of Payment to be released
1.	Submission of High-Level Design (HLD)	T0 + 2	5% of the Contract
	Document & FRS and SRS based on PMML	Weeks	Value
	requirements and requirements mapped with functionalities		
2.	Deployment for PMML and initiating UAT		5% of the Contract
	of functionalities by PMML users		Value
3.	Go Live of Portal	T0+4	5% of the Contract
		Weeks	Value
4.	Project Acceptance (30 Days after go Live	T0+8	5% of the Contract
	and minimum 2 months payroll	Weeks	Value
	generated through system)		
5.	O&M Charges for HRMS & Payroll System	Monthly for	80% of Total Contract
	(after go Live)	12 Months	Value shall be paid in 24
			equal Monthly
			Instalments

^{*}T0 is Date of signing of Contract

D. Annexure: Service Level Agreement (SLA)

PMML's Obligations

- 1. Necessary work permits to access PMMLs' premises are to be provided by the PMML.
- 2. The Officer-In-Charge nominated by PMML organization shall look after and promptly indicate.
- 3. PMML is responsible for outlining the business impact to the organisation and accordingly assign the appropriate severity levels. PMML can request a change in severity level during the term of an incident should the business impact require a change.
- 4. PMML shall ensure that the Service Provider gets the required access to location/operational areas/rooms for providing the services as per installation of equipment.

Service Provider's Obligations

- 1. The successful Service Provider, as per need and requirement of the Department, shall ensure timely and appropriate deployment of the resources.
- 2. The Service Provider is required to maintain the log sheet which will include number of services provided during the contract period with dates and necessary details.
- 3. The Service Provider has to oblige the requirement of number of services which may be mentioned in the contract.
- 4. Service Provider should deploy technically competent support manpower at user's premises as per deployment details intended in bid document to ensure proper upkeep of service.
- 5. Complaint can be registered either telephonically or by e-mail as per contractual requirement. Proper record of the complaints should be maintained by the Service Provider.
- 6. The Service Provider will maintain the confidentiality of data stored in the systems. The contractor will be required to take appropriate actions in respect of his personnel to ensure the obligations of non-use and non-disclosure of confidential information.

Standard Terms and Conditions

- 1. Service Provider must have prior experience in implementing HRMS & Payroll System.
- 2. The service provider shall remain fully liable for the acts and omissions of its representatives. In the event that any of the Representatives performing Services is unacceptable to PMML for any reason, PMML reserves the right to notify the service provider in which case the service provider shall immediately remove such representative from performing services hereunder and make all efforts to provide qualified replacement at the earliest, ordinarily in about 15 days from the date of such notice. Service Provider shall ensure that such representative is capable of performing the Services in accordance with the contract.
- 3. A quarterly usage report from the firm/ service provider should be submitted to the PMML without fail.

4. The Service Provider shall at all times ensure that the services being provided under this Contract/Agreement are performed strictly in accordance with all applicable laws, orders, bye-laws, regulations, rules, standards, recommended practices etc, and no liability in this regard will be attached to the PMML.

Penalty Clause:

- 1. If the Service Provider fails to commission the equipment within the stipulated time or leaves the work incomplete or refuses to complete the work or takes more time than the schedule fixed, then the Service Provider will be liable to be penalised @ 0.1% per day of the value of total cost of the contract for which the Service Provider has been selected. This penalty would be levied up to a maximum value of 10% of the value of the contract concerned after which, the Director, PMML, reserves the right to terminate the offer given in the Letter of Intent without any advance notice and the manufacturer/ Dealer/ Firm concerned will be blacklisted.
- 2. PMML would be the final authority for allowing exceptional waiver on penalty for reasons beyond control of Service Provider.