



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



No. CRWC-VII/CO/HRMS/18-19/1152

Date: 13.08.2018

NIT for DESIGN, DEVELOPMENT, IMPLEMENTATION, HOSTING & MAINTENANCE OF ONLINE HUMAN RESOURCE MANAGEMENT SYSTEM (HRMS) WEB BASED APPLICATION



Central Railside Warehouse Company Ltd.,
Ground floor, Pragati Maidan Metro Station Building,
New Delhi - 110001



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



Table 1: Index

Sr. No.	Name of the Content	Page No.	
		From	To
SECTION-I			
1	Notice Inviting Tender	03	05
2	About CRWC and Tender/BID Objective	06	06
3	Notes/Instruction to Bidders	07	08
4	Tender Fees & EMD	09	10
5	Security Deposit	10	11
6	Bidding Process	11	14
7	Agreement	15	15
8	Termination for Insolvency & Default	15	16
9	Pre-Bid Meeting	16	16
10	Force Majeure	16	16
11	General Terms & Conditions	17	19
12	List of Enclosures (CheckLists)	19	20
SECTION-II			
1.	Scope of Work	21	30
SECTION-III			
1	Service Level Agreement & Penalties	31	33
2	Period & Time Frame for Completion of Work	33	33
3	Milestone & Payment Schedules	34	35
SECTION-IV			
1	Annexure 1	36	36
2	Annexure 2	37	37
3	Annexure 3	38	39
4	Annexure 4	40	44
5	Annexure 5	45	51
6	Annexure 6	52	52



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



SECTION-I

LIMITED TENDER

Central Railside Warehouse Company Limited invites Limited Bid through e-tendering for **Design, Development, Implementation, Hosting & Maintenance of Online Human Resource Management System (HRMS) Web Based Application** from empanelled list of company of CRWC.

DISCLAIMER

Central Railside Warehouse Company Limited (CRWC) intends to invite tender for **Design, Development, Implementation, Hosting & Maintenance of Online Human Resource Management System (HRMS)Web Based Application** of Central Railside Warehouse Company Limited, New Delhi spread across pan India.

This document has been prepared on the basis of available information in COMPANY and other publicly available documents which COMPANY believes to be reliable. The sole objective of this Bid document is to solicit Techno commercial offers from interested parties. While this document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by COMPANY or any of their employees, advisors or agents as to or in relation to the accuracy or completeness of this document and any liability there of is here by expressly disclaimed. Interested Parties may carry out their own study/analysis/ investigation as required before submitting their Techno commercial proposals.

This document does not constitute an offer or invitation, or solicitation of an offer, nor does this document or anything contained herein, shall form a basis of any contractor commitment whatsoever. The Company may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Bid document. By downloading the document, the interested party is subjected to the confidentiality clauses.

PROPRIETARY NOTICE

This document contains confidential information of CRWC which is provided for the sole purpose of permitting the recipient to evaluate the proposal submitted herewith. In consideration of receipt of this Document, the recipient agrees to maintain such information in confidence and to not reproduce or Otherwise disclose this information to any person outside the group directly responsible for evaluation Of its contents, except that there is no obligation to maintain the confidentiality of any information This was known to the recipient prior to receipt of such information from CRWC or becomes publicly Known through no fault of recipient, from CRWC or is received without obligation of confidentiality from a third party owing no obligation of confidentiality to CRWC.



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



THROUGH E-TENDER PROCESS

Central Railside Warehouse Company Limited invites Bid enquiries from the companies empanelled with CRWC, through e-tender **Design, Development, Implementation, Hosting & Maintenance of Online Human Resource Management System (HRMS) Web Based Application** of Central Railside Warehouse Company Limited, across pan India. The tabular details as below:

Table2 :Schedule

Sr No.	Item	Details
1	Tender Reference Number & date	CRWC-VII/CO/HRMS/2018-19/ 1152 Dated :13-08-2018
2	Tender Processing Fee (online payment)	Rs. 2950/- (including taxes as applicable)
3	Tender Fee	Rs. 2000/-
4	Tender Type	Through e-tendering
5	Website address from where Tender can be downloaded	https://crwc.euniwizard.com www.eprocure.gov.in www.crwc.in
6	Nature of bid process	Two Stage bidding process: Online submission through e-tendering system of Company at the website - https://crwc.euniwizard.com
7	Financial/Price bid Proforma	Please see Annexure-I of tender document
8	Technical Evaluation Compliance/CheckLists	Please see Annexure-II of tender document
9	Start date & time for Downloading of Tender	13-08-2018 at 6.00 p.m.
10	Last date for Downloading of Tender	28-08-2018 (up to 2.00 p.m.)



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



11	Last date for Bid Submission	28-08-2018 (up to 2.00 p.m.)
12	Opening of Technical bid	28-08-2018 (3.00 p.m.)
13	Pre Bid Clarification Date, Time & Venue	20-08-2018 (11.30 a.m.) at CRWC, Corporate Office, New Delhi
14	Bid validity period	90 days from the bid opening date
15	Work Completion Time	90 days from awarding work order/letter of Award
16	Contract Period	Initially for 3 Years which is extendable to further 2 Years (Details mentioned in Page No -23)
17	EMD Amount to be deposited	Rs. 80,000/- on or before 28-08-2018 (up to 2.00 p.m.)
18	Security Deposit	Rs. 4,00,000/-
19	Address for correspondence	Deputy General Manager (LOM), Central Railside Warehouse Company Limited, Ground Floor, Pragati Maidan Metro Station Building, New Delhi-110 001
20	NEFT/RTGS details of CRWC	The details of RTGS/NEFT are available on https://crwc.euniwizard.com/

For any further announcement(s), please visit CRWC website i.e. www.crwc.in



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड
(भारत सरकार का उद्यम)
आईएसओ 9001:2008 प्रमाणित कम्पनी
CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED
(A Govt. of India Enterprise)
An ISO 9001:2008 Certified Company
सीआईएन : यू63023डीएल2007पीएलसी165676
CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



Tender/Bid Document

DESIGN, DEVELOPMENT, IMPLEMENTATION, HOSTING & MAINTENANCE OF ONLINE HUMAN RESOURCE MANAGEMENT SOFTWARE (HRMS) WEB BASED APPLICATION

1. ABOUT CRWC

The Central Railside Warehouse Company Ltd. (CRWC) is a public sector enterprise mini-ratna company under ministry of consumer affairs, food and public distribution. Its **vision** is "To provide Multi Modal Logistics to the trade and support Indian economy in reducing logistics cost." and the **mission** is "To provide efficient rail based total logistic solutions, leveraging economy of scale to the advantage of all stakeholders". It's corporate office is located Ground Floor, Pragati Maidan Metro Station Building, New Delhi-110001.

2. TENDER/BID OBJECTIVE

CRWC invites techno commercial quotes through e-tendering from its empanelled vendors on **two** bid system for selection of vendor for **Design, Development, Implementation, Hosting & Maintenance of Online Human Resource Management System (HRMS) Web Based Application**. The solution should be web based and be made available to the authenticated users. On deployment it must result in significant improvements in efficiency and availability of information on demand.

The DGM (L/O/M)

Central Railside Warehouse Company Limited (CRWC),

Ground Floor,

Pragati Maidan Metro Station Building,

NewDelhi-110001

Telephone No : 011-23379418/23480120



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



3. NOTES/ INSTRUCTION TO BIDDERS:

a. The NIT form having detailed terms and conditions of the contract incorporated therein, can be seen and downloaded from CRWC's website <https://crwc.euniwizard.com>, and also can be seen at <https://www.crwc.in> and <http://www.eprocure.gov.in>

b. The Bidders who wish to download the NIT form from website may ensure that they fulfill the requirement as per the details specified in the NIT notice. All such NIT documents downloaded from the website will be legally valid for participating up to its closure day/time.

c. Bidders who wish to participate in online tender have to register with the website through the "New user registration" link provided on the home page of <https://crwc.euniwizard.com>. Bidder will create login ID and password on their own registration process.

d. The digital signature certificate is normally issued within two/three working days. The interested bidders are requested to apply for the same well in advance. In case validity of digital signature certificate has expired, the bidders are advised to get it renewed immediately.

e. Bidders who wish to participate in e-tender need to fill data in pre-defined forms of technical bid, price/financial bid in **Annexure-I** format only.

f. After filling data in pre-defined forms, bidders need to click on final submission link to submit their encrypted bid.

g. All the rates must be filled neatly in words & figures and any erasure, correction, interpolation, cuttings & over writing must be initialed.

h. Intending Bidders are advised to visit CRWC corporate office, New Delhi for acquainting themselves with the nature of work involved in their own interest before submitting the NIT. Any clarification related to tender please visit or contact CRWC IT department (011-23480174, 011-23480139, 011-23480162, 011-23480138)

i. Any clarification regarding online participation, they can contact:-

M/s ITI Limited (Govt. Of India Undertaking),

F-29, Ground Floor, Dooravani nagar, Bengaluru - 560016

For local assistance may call following helpline No.

(a) Mr. Shubhankar, Mobile No.: 9953107817

(b) Mr. Akhtar, Mobile No.: 9891233818



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



- j. Each page of the documents must be signed by an authorized signatory. The financial/price bid of only technically qualified bidders will be opened who meet Technical/Qualification Criteria and requirements of technical specification of the NIT as well. CRWC reserve the right to inspect any tendering unit at any time during working hours, as and when required.
- k. The Central Railsid Warehouse Company Limited (CRWC), New Delhi-110001 may at its sole discretion extend the validity of the NIT by a fortnight and such extension shall be binding on the bidder. If required, the validity period shall be further extended as per mutual agreement.

l. Offer Validity Period

Offer/Quote should remain valid for a period which is mentioned in **Table 2 : Schedule** from the date of opening of the bid.

m. Letter of Award

CRWC will issue a Letter of Award (LoA)/Work Order(WO) to the successful bidder in duplicate mentioning in brief rates, terms & conditions. The acceptance and return of one copy of the LoA/WO duly signed will be treated as token of acceptance by the bidder.

n. Subcontracting

The bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the bidder under the contract without the prior written consent of CRWC. (Except the activity to get audit done through any of the **CERT-IN empanelled agency and hosting services.**)



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड
(भारत सरकार का उद्यम)
आईएसओ 9001:2008 प्रमाणित कम्पनी
CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED
(A Govt. of India Enterprise)
An ISO 9001:2008 Certified Company
सीआईएन : यू63023डीएल2007पीएलसी165676
CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



4. TENDER FEES

The Tenderer who have downloaded Tender form from website shall have to pay an amount mentioned in **Table 2 : Schedule** towards cost of Tender Form through e-payment system on or before the date & time as specified in the NIT.

Note: Offers received without Tender Fees will be summarily rejected.

EARNEST MONEY DEPOSIT (EMD)

Earnest Money Deposit (EMD) of amount mentioned in **Table 2 : Schedule** have to be submitted through e-payment system/mode (RTGS/ NEFT) within the date & time as specified in NIT exclusive of Bank Charges which shall be paid extra by prospective bidder.

EMD shall be interest free and refundable to unsuccessful tenderer. The EMD will not carry any interest. The bidders registered with NSIC and MSE, are exempt for payment of EMD, if they produce a valid certificate.

The EMD submitted by the bidder will be forfeited if :

- The bidder withdraws or amends its tender or derogates from the tender in any respect within the period of validity of its tender.
- The bidder withdraws his bid after processing but before acceptance of award of contract issued by CRWC.
- The bidder violates any of the provisions of the terms and conditions of the tender specifications
- Final decision on EMD forfeiture will rest with the Competent Authority of CRWC
- In case the **EMD, cost of tender form and processing fee** is not actually credited in the accounts as specified above and confirmed on or before the date and time as specified in NIT, the tender shall not be considered further irrespective of the bidders claim that the same has been transferred to the aforesaid account but due to fault of the bidder/ bank it is not credited.

The EMD will be refunded to:

- The successful bidder, after successful completion of the handholding period of the solution.
- The unsuccessful bidders.



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



Note: The Earnest Money Deposit (EMD) will be refunded without any interest under all conditions.

Note : Tenderers are required to disclose whether they are registered or not under "Micro & Small Enterprises". Micro and Small Enterprises are encouraged to apply against the tender. Procurement policy for Micro and Small Enterprises (MSEs), October, 2012, will be adopted, wherever applicable and in accordance with Government guidelines. As per policy, 20% of procurement of annual requirement of goods and services is earmarked for micro and small enterprises and a sub target of 4 % procurement of goods and services out of the 20 % is earmarked to MSE's owned by SC/ST enterprises. As per procurement policy, MSE's having valid Udyog Aadhaar Memorandum shall be provided all the benefits available for MSE's. to reduce transaction cost of doing business, micro and small enterprises shall be facilitated by providing them tender sets free of cost, exempting micro and small enterprises from payment of Earnest Money, Tenderers submitting tenders under MSE's category shall produce the certificate of registration under MSE's category. Tenderers submitting bids under SC/ST category should furnish certificate of SC/ST status in the name of the proprietor (in case of proprietorship firm), partner/(s) with more than 50% stake (in case of partnership firm) and director/(s) with more than 50%equity stake (in case of limited companies).

5. SECURITY DEPOSIT

- (i) The successful tenderer/bidder shall furnish a security deposit of amount mentioned in **Table 2 : Schedule**. The Security Deposit shall be submitted in the form of **Bank Guarantee/Demand Draft/Pay Order/RTGS** of any Scheduled/Nationalized Bank in favour of Central Railsid Warehouse Company Limited and payable at New Delhi. Refer NEFT/RTGS details of CRWC given in **Table 2: Schedule**. The Format of Bank Guarantee is attached in **Annexure 3**.
- (ii) The successful tenderer may have the option for adjusting the EMD amount against the Security Deposit required to be made with CRWC by depositing the balance amount of it and furnishing written request on this account. If the successful tenderer fails to furnish the security deposit within 15 days after issue of award letter/work order, his EMD shall be forfeited unless time extension on demand is granted by the CRWC.
- (iii) CRWC shall be entitled to appropriate the whole or part of the security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right. CRWC shall be entitled to recover any loss or damage that CRWC may suffer or sustain by reason of the failure of the Agency to observe and in performance of the terms and conditions of this contract from the amount of the security deposit, and in the event of any balance remaining due to CRWC, the Agency shall forthwith pay the same. In the event of any such deduction being made from the security deposit, the agency shall at once make good the deficiency in the amount of the security deposit within 20 days of the date of demand to this effect, failing which CRWC shall deduct the same from the amounts due to the agency.



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



- (iv) The security deposit referred to above shall be appropriated by CRWC in the event of any breach on the part of the agency of any of the terms and conditions of this contract without prejudice to CRWC's right to rescind the contract and other rights and remedies warranted by Law.
- (v) The security deposit shall, subject to any deduction that may be made there from, be returned/refunded to the agency after the expiry of initial contract period of 3 years, however it will be continued if the contract period is again extended for further 2 years after completion of initial contract period of 3 years and on production of no demand certificate only after due and satisfactory performance of the services and on completion of all obligations by the agency under the terms of the contract.
- (vi) No interest shall be paid on security deposit or any other amount withheld.
- (vii) In the event of security deposit found insufficient or if the same has been wholly forfeited, balance of total sum recoverable, as the case may be, shall be deducted from any sums due or which at any time thereafter may become due to the agency under this contract or any other contract in operation with CRWC. Should that sum also be not sufficient over the full amount recoverable, the agency shall remit to the CRWC on demand the remaining balance due.

Whenever, the security deposit falls short of any specific amount, the agency shall make good the deficit so that the total amount of security deposit shall not at any time be less than the specified amount.

6. **BIDDING PROCESS**

i) **Bid Submission**

a) Bidders are advised to study the Bid Document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, terms and requirement specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the bidder's risk and may result in the rejection of the bid and the decision of the Company in this regard will be final, conclusive and binding.

b) The Bidder must submit the Bid only through e-Tendering Website-<https://crwc.euniwizard.com>.

ii) **Bid Evaluation**

The two bid system would be evaluated on the basis of both technical and financial/price bid. Bidder/Vendors should be ready to give a **presentation** before the technical committee at a given notice. Vendor's team would be expected to reply to all the queries raised by the technical evaluation committee during this presentation. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the committee and orchestrate the key points in their bids.



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



iii) Evaluation of Technical Bid (Maximum marks: 100)

The evaluation of the Technical bid will be based on the weight age for each component, as indicated below. The technical bid shall be evaluated to find out the **Technical Score (TS)**.

The **minimum qualifying marks** for **each section of technical bid (including presentation)** is **70%**.

a) Understanding and Compliance with requirements and scalability (maximum 30 marks)

The proposal should address each work area in sufficient detail to demonstrate a clear understanding of the statement of work. The bidder should provide evidence of sufficient planning to show that work will be accomplished as required and on schedule, utilizing all available resources. Specifically, the proposal from the bidder will be evaluated on whether it addresses each requirement and goal set forth in the scope of work.

b) Design templates (maximum 25 marks)

The selected bidder should submit some (**5 Nos**) design templates. The design templates presented by the bidder should demonstrate compliance with all the mandatory requirements and also demonstrate extra capabilities.

c) Experience and Ease of Management (maximum 20 marks)

The applicant will be expected to provide details their past experience in specific contracts of this type. The party who have their “**software development setup office for this project**” located at **Delhi/NCR** will be given preference (**With Proof of Office Address and Team Details**). An **undertaking** (mentioned in Annexure 6) have to be submitted by the parties regarding this. They will also be asked to provide information on performance in these contracts, and present testimonials (**work order and completion certificate**) from previous or existing clients. The party should dedicatedly use/include at their end atleast one person as “**Business Analyst/TEAM LEAD**”, Four persons for “**Development**”, two person for “**Testing**” at any given time during Implementation of the project (HRMS) for smooth operation of this project. They will be asked to furnish details of key personnel, both supervisory and technical. Resumes of personnel must include education, related experience, background, accomplishments, and other pertinent information of same types of software developed by the bidder (**submission of related documents**).

d) Way of presentation by technical person from bidder side (maximum 25 marks)

The bidders have to give technical presentation. During the presentation, atleast one technical person from the vendor organization should be present to answer queries and to demonstrate various capabilities.

NOTE:

- The bidders' technical solution proposed in the bid document will be evaluated by the Technical Evaluation Committee (TEC) as per the requirements specified in this document. The Bidders are required to submit all **required documentation in support of the evaluation criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others)** as



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



required for technical evaluation.

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

The Technical Committee Decision will be final for Technical evaluation of the bidder. Technical Evaluation Compliance/check list is attached in the **Annexure- 2** which is to be submitted dully filled by the vendor in response to this bid.

The “**FINANCIAL/ PRICE BID (Annexure-I)**” of technically qualified Bidders will be opened at a later date and time and will be intimated individually.

iv) Evaluation of Financial Bid/Price Bid

The financial/price bid shall be evaluated to find out the **L1 bidder (Lowest Amount Quoted)**. On the basis of this successful bidder would be decided and the work order would be given to this bidder.

v) Modification and Withdrawal of Bids

Bids once submitted should not be modified. However in exceptional cases where modification is inevitable, the following procedure for the same should be adopted:-

- a) Bidder shall be allowed to submit the modified Bid before or up to Bid submission date and time only.
- b) A Bidder wishing to withdraw its Bid shall notify the Company in writing prior to the deadline prescribed for Bid submission. The withdrawal notice shall be forwarded to the Company at email id dgmlom@crwc.in & mit@crwc.in bear the Contract name, and the words “BID WITHDRAWAL NOTICE.” Bid withdrawal notices received after the Bid submission deadline will be ignored and the submitted Bid will be deemed to be a validly submitted tender.
- c) No Bid can be withdrawn or modified in the interval between the Bid submission deadline and the expiration of the Bid validity period specified in Bid documents. Withdrawal or modification of a Bid during this interval shall result in Bidder’s black listing for three years. The decision of the Managing Director shall be final & bidding in this regard.

vi) Amendments of Bids

- a) At any time prior to the deadline for submission of tenders, the Company may, for any reason, whether at its own initiative, or in response to a clarification



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



requested by a prospective bidder, issue amendments / addendums / corrigendum / clarifications to the bidding documents.

- b) The amendments / addendums / corrigendum / clarifications to the bidding documents will be notified through websites and will be binding on them.
- c) In order to afford prospective bidders, reasonable time to take the amendment / addendums / corrigendum / clarifications into account in preparing their tender, the CRWC may, at its discretion, extend the deadline for the submission of tenders.

vii) Acceptance of Bids

The competent authority for and on behalf of the Company reserves the right to reject any or all the bids, without assigning any reasons thereof and does not bind himself to accept the lowest or any other tender. **When a Bid is accepted, the successful Bidder will be advised for the acceptance of his Bid by a letter as formal acceptance of bid.**

viii) Non Transferable Bid

Neither the contract nor any rights granted under the contract may be sold, leased / sublet, assigned, or otherwise transferred, in whole or in part, by the bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of CRWC.

ix) Completeness of Bid Offer

The bidder is expected to examine all instructions, forms, terms & conditions and specifications in the tender document. Failure to furnish all information required in document or submission of offer not substantially responsive in every respect to the tender document will be at the bidder's risk and may result in the rejection of bid offer. The bid offer is liable to be rejected outright without any intimation to the bidder if complete information as called in the tender document is not given therein, or if particulars asked for in the Forms / Performa in the tender are not fully furnished.

x) Only one Submission Permitted

Only one submission of response to bid by each bidder will be permitted. All submission, will become the property of CRWC. Recipients shall be deemed to license, grant all rights to CRWC to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting process, notwithstanding any copyright that may subsist in the submission.



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



7. Agreement

i) **Formal Agreement**

The successful Bidder shall execute a formal agreement on non-judicial stamp paper of appropriate value with the Central Railsid Warehouse Company Limited, Corporate Office, New Delhi within the twenty (20) days of award of contract.

ii) **Non-Disclosure Agreement** (It should be done before the start of Security Audit)

- a. The successful bidder shall execute a Non-Disclosure Agreement on non-judicial stamp paper of appropriate value with the Central Railsid Warehouse Company Limited, Corporate Office, New Delhi. Format of Non-Disclosure Agreement is attached in [Annexure 3](#)
- b. The successful bidder shall execute a Non-Disclosure Agreement on non-judicial stamp paper of appropriate value with the Cert-in Empanelled auditor, to which the bidder has tied up for this project, and submit a copy of this NDA to Central Railsid Warehouse Company Limited, Corporate Office, New Delhi. Format of Non-Disclosure Agreement is attached in [Annexure 4](#).

8. Termination for Insolvency & Default

a) **Termination for Insolvency**

CRWC may at any time terminate the agreement/contract/work order by giving written notice of **three months** to the bidder, without any compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent.

b) **Termination for Default**

Default is said to have occurred:-

- (1) if the bidder fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by CRWC.
- (2) If the bidder fails to perform any other obligation(s) under the contract/work order.

If the bidder, in either of the above circumstances, does not take remedial steps within period of 30 days after receipt of the default notice from CRWC (or takes longer period in spite of what CRWC may authorize in writing), CRWC may terminate the agreement/contract/work order in whole or in part. In addition to above, CRWC may at its discretion also take the following actions.



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



- CRWC may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other bidder and the defaulting bidder will be liable to compensate CRWC for any extra expenditure involved towards support service to complete the scope of work totally.
- CRWC can ask for delivery of source code at any time of project duration, which can't be denied by the bidder. This alone can be the reasons for termination.

9. Pre-Bid Meeting

Authorized Representative with authority letter on the letter head of bidding company duly signed by the bidder only will be allowed to attend the meeting of the pre-bid meeting to be held on date **mentioned in Table 2 : Schedule**, CRWC corporate office for clarification of Bid document and any doubt related to scope of work.

10. Force Majeure

10.1 The Bidder shall not be liable for for feature of its Security Deposit, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.

10.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving bidder's fault or negligence. Such events may include, but are not limited to wars or revaluations, fires, floods, epidemics, quarantine restrictions and freight embargoes.

10.3 If a Force Majeure situation arises, the Bidder shall promptly notify Company in writing of such conditions and the cause there of within 7 days. Unless otherwise directed by Company in writing, Bidder shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

10.4 The party unable to fulfill its obligations due to Force Majeure will immediately.

- a) Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure,
- b) Use all responsible endeavours to avoid or remove the cause and perform its obligations.



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



11. General Terms & Conditions

- a) Bidders are advised to study the Tender/Bid Document carefully. Submission of the Bid shall be deemed to have been done after carefully studying and examination of all instructions, terms and requirement specifications contained in the tender/bid document with full understanding of its implications. Failure to furnish all information required in the Tender/Bid Document or submission of a bid not substantially responsive to the Tender/Bid Document in all respects will be at the bidder's risk and may result in the rejection of the bid.
- b) Bidders are requested to submit the bids in English language only.
- c) In case, the day of bid submission is declared Holiday by Govt. of India, the next working day will be treated as day for submission of bids. There will be no change in the timings.
- d) Bidders have the opportunity to get a clarification on bidding conditions and processing system beforehand i.e. before last date for submission of Tender/Bid Document.
- e) CRWC will not be responsible for any delay on the part of the bidder in obtaining the terms and conditions of the Tender/Bid Document notice or submission of the bids.
- f) The offers submitted by telegram/ fax/ E-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- g) Any alteration / overwriting / cutting in the bid should be duly countersigned else it will be out rightly rejected.
- h) **Each page of Tender must be duly signed. All the uploaded documents must be properly signed, numbered and bonded.** Bid shall not be accepted if it is Un-signed, un-stamped and without certificate for authorized person from bidder's end.
- i) Conditional tenders shall not be accepted on any ground and shall be rejected straightway.
- j) Ambiguous bids will be out rightly rejected
- k) Tenders not accompanied by all the enclosures intact and duly filled in and **signed**, as mentioned here in above, may be liable to be rejected. However, CRWC reserves the right to seek additional information from the party of clarificatory/supplementary nature to the original Technical Bid proposal after its submission, if found to be necessary during the course of evaluation of the proposal, if otherwise fulfils the minimum eligibility criteria, in furthering the finalization of technical qualification/ competency. Non-submission, incomplete submission or delayed submission of such information sought by CRWC as



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



mentioned here in above will be a ground for rejecting the proposal in full details.

- l) Discretion of power to waiver of part or whole of the **penalties** based on merits of application from the vendor/bidder, will rest with Managing Director, CRWC and his decision will be binding on vendor.
- m) CRWC also reserves the right to modify / retender /cancel / relax any part of the tender/bid prior to the submission date and time. CRWC will not be under obligation to give clarifications for doing the aforementioned. Any such changes will be published on the website as corrigendum and the participant bidders are suppose to take the **corrigendum/addendum** also into account prior to bid submission.
- n) The decision of CRWC arrived during the various stages of the evaluation of the tender/bid is final & binding on all vendors. Any representation towards these shall not be entertained by CRWC.
- o) Bidder must upload **signed copies of referred documents** in support of their eligibility of bid. In the event of any document found fabricated/forged/ tampered/ altered/ manipulated during verification and any wrong declaration / concealment/ breach of any condition shall also result in disqualification of tender and the EMD of the bidder shall be forfeited and he/they himself/themselves would disqualify for future participation in the tender of CRWC works for the next 03 (three) years. The decision of the Managing Director shall be final and binding in this regard.
- p) Any attempt by bidder to bring pressure towards CRWC's decision making process, such bidders shall be disqualified for participation in the present tender/bid and those bidders may be liable to be debarred from bidding for CRWC tenders in future for a period of three years.
- q) CRWC will not be responsible for any misinterpretation or wrong assumption by the bidder, while responding to this tender/bid.
- r) The bidder shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- s) All disputes in this connection shall be settled in Delhi jurisdiction only



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



- t) The agency shall execute the work as per the directions and control of the Central Railside Warehouse Company Ltd. (CRWC), New Delhi.
- u) Other important information and terms & conditions which are not mentioned here will be followed as per stated in the document of **Empanelment of Software Solution Providing Agency(s) (Tender No - CRWC-VII/CO/Empanelment/2017-18/2003)**.
- v) **Project Handling Team Details** (Name, Designation, Qualification, Experience, Job Role and Contact)
 - i) Dedicated key Account Manager Details/Business Analyst/Team Leader
 - ii) Other Team Member Details as mentioned in Page No-12.
- w) Technical person of the party **have to visit CRWC office for requirement gathering whenever necessary**. Expenses related to their visit and stay (if necessary) will not be bear by CRWC.

12. List of Enclosures (CheckLists)

(At the Time of Bid Submission)

- i) **Tender Fee** of amount mentioned in **Table 2 : Schedule**.
- ii) **EMD** of amount mentioned in **Table 2 : Schedule**.
- iii) **Duly signed Tender (each page) and relevant documents**.
- iv) **Valid certificate** of the bidders registered with NSIC and MSE, who are exempted for payment of tender fee & EMD.
- xi) **Financial/Price Bid**.
- xii) Document in support of the cloud service provider empanelment with Ministry of Electronic & Information Technology, Govt. of India.
- xiii) In case, bidder itself is not providing cloud hosting but through some other party empanelled with Ministry of Electronic & Information Technology, Govt. of India, the bidder shall submit :



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



- Document in support of the cloud service provider empanelment with Ministry of Electronic & Information Technology, Govt. of India.
 - Undertaking from the MeitY empanelled cloud service provider on its letter head mentioning that the bidder has tied up with the cloud service provider for this project.
- viii) **Testimonial (Work Order & Completion Certificates) as Experience** in the same types of software developed (e.g. HRMS, Payroll, Leave Management, and PMS Etc).
- ix) **Project Handling Team Details** (Name, Designation, Qualification, Experience, Job Role and Contact) mentioned above in point no 6(iii)(c).
- a) Dedicated key Account Manager Details/Business Analyst/Team Leader
 - b) Other Team Member Details as mentioned in Page No-12.
- Resumes (with mentioning team hierarchy)** of persons who will handle CRWC project.
- x) **Understanding of Scope of Work** as mentioned in this document.
- xi) **Technical Proposal** covering all the scope of work.
- xii) **Approach and Methodology** for the work.

(At the Time of Technical Presentation)

- xiii) **Design Template** of the software. (Minimum 5 Nos)

(After the Award of Work & Before commencement of Security Audit)

xiv) CERT-IN Compliance (Infrastructure & Application both) :

- Document in support of the empanelment of the auditor with CERT-IN.
- Undertaking from the CERT-IN empanelled auditor on the letter head of its firm mentioning that the bidder has tied up with the firm for this project.



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड
(भारत सरकार का उद्यम)
आईएसओ 9001:2008 प्रमाणित कम्पनी
CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED
(A Govt. of India Enterprise)
An ISO 9001:2008 Certified Company
सीआईएन : यू63023डीएल2007पीएलसी165676
CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



SECTION-II

1. Scope of Work

a. Background

The successful proposer will provide all design, development and training necessary to provide and implement a online **Human Resource Management System (HRMS)** System to the CRWC. Proposer will develop a software system that will be used by all departments and divisions of the CRWC.

b. Functional Requirements

Vendor will follow the steps below during their contract period:

- Review current HR policies and procedures used within the CRWC.
- Discussion with managers and staff to identify the needs of the **HRMS** System.
- Design, Develop and Implementation of **Online Human Resource Management System (HRMS) Web Based Application** that meets the needs of the diverse workforce of the CRWC.
- This **HRMS** application should be capable of maintaining **HRMS related database** for all regular CRWC employees.
- The feature of the application includes the ability to generate **various types of reports as and when required.**
- Establish a method of providing regular, ongoing feedback to employees in a way that supports their motivation.
- Develop a process of two way communication, enabling employees to have real meaningful input around their job roles and responsibilities.
- Establish a shared understanding of roles and responsibilities.

The broad scope of work shall have the following stages:-

- i) Develop / Customize and deliver the Solution as per CRWC's requirement.
- ii) Provide Support for User Acceptance Testing.
- iii) Hosting & Maintenance of the Solution on the **Cloud server**. The Cloud server should follow the below mentioned criteria -



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



Cloud Server –:

1. Server with data backup and DC & DR hosted in ISO 27001 Data Centers in India.
 2. The cloud service provider should be empanelled with Ministry of Electronic & Information Technology, Govt. of India.
 3. No upfront investment on Hardware and software.
 4. Secure encryption e.g. SSL encryption during data transmission/Network security.
 5. Closely monitored server security with regular security patches.
 6. Multi redundant Bandwidth Network.
 7. Scalable bandwidth on demand
 8. Full remote server access and reboot at any time of day or night.
 9. Complete power redundancy.
- iv) Initial User Configuration of the implemented solution.
- v) Provide System Administration Training and real user level training at CRWC, New Delhi.
- vi) Provide **Maintenance Support** after completion of **6 months** of defect liability period which will require on call availability of atleast one technical support personnel to attend problem either **remotely or through on-site visit** (CRWC Corporate Office).
Cloud Hosting will start from Go-Live of the project.
However it (**Cloud Hosting & Maintenance Support**) may be extended for **further 2 years** with same rate & same terms and conditions. However a letter for **Maintenance Support** will be issued to successful bidder after successful completion of per year contract period from CRWC.
- vii) Web-based application development and customization preferably on **open-source or any other technology platform.**
- viii) The application must have interfaces so that in future it can be integrated with different applications of CRWC from time to time.
- ix) Training and capacity building across all levels.
- x) Go-live of the web-based application.

c) Training Requirements

Training shall be provided to the users of CRWC at New Delhi. All necessary infrastructures for conducting the training should be provided by successful selected bidder.



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



d) Project Documentation Deliverables

- i. Software Requirement Specifications document.
- ii. Security Audit report (**It can be delivered once “security audit” completed**)
- iii. User Manual including system instructions and use cases, sample reports, details of menus and instructions on how to perform specific tasks in the system using screenshots. (**It should be delivered to CRWC before Go-Live of the Project**)
- iv. Design Documents (HLD & LLD)
- v. Deployment Manual
- vi. Test cases, traceability matrices, test data and test reports etc. (**It should be delivered to CRWC before UAT**)
- vii. Fully functional and latest version of the source code and database backup of the software should be provided as and when CRWC needs.
- viii. Contingency Plan for the application

2. Testing

- i. The Bidder shall develop the Testing strategy including traceability matrix, Test Cases and conduct testing of various components of the proposed application that is being developed, configured and customized for CRWC.
- ii. The following activities will be carried out by the bidder as part of the application software testing:
 - a. Prepare testing procedure for verifying and validating the various functions of the proposed application. The software testing by the Bidder shall include Unit Testing, Functional Testing, System Testing, Performance Testing (Load/Stress/Volume), Integration Testing, Security & Access Control Testing and Penetration Testing.
 - b. **Prepare User Acceptance Test cases covering complete functionality of the application..**
 - c. Demonstrate to CRWC that the solution meets all the functional & technical requirements as per the scope as well as performance benchmarks.
 - d. Provide and ensure all the necessary support for conducting the User Acceptance Test by the identified representatives of CRWC. The Bidder shall share the acceptance test scenarios and demonstrate the testing procedure to CRWC prior to actual UAT in order to obtain CRWC feedback and approval.



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



- e. Deliver the reports from different types of testing that includes execution report, bug fixing report, issue report and any other relevant types of report.

3. Availability

The solution should be designed to remove all single point failures. Appropriate redundancy shall be built into all the critical components to provide the ability to recover from failures. The third party shall perform various tests including network, server, security, DC/DR fail-over tests to verify the availability of the services in case of component/location failures. The third party shall also verify the availability of the project services to all the users in the defined locations.

Contingency plan in case of cyber attacks or any other failure of hosted server.

4. Audit

The bidder should have the below mentioned compliances.

- a) CERT-IN Compliance (Infrastructure & Application both)

5. Additional Services/Change Request

The agency shall also provide any additional services/change request not specially provided for in this contract for which the remuneration shall be payable at the rates as may be settled by mutual negotiations.

6. Detail Scope of Work

The development of HRMS application will provide a generalized Human Resource Management solution for CRWC to help in taking right decision at right time and for proper monitoring. It will improve its HR management systems to achieve the objectives of operational efficiency, streamlined process and work flow automation in respect of HR functions. This will reduce the manual effort in maintaining records and timely updation of their transaction. An HRMS provides remote access and enables employee self service by which the employee can view their respective details pertaining to personal profile, leaves information etc

Module 1 : Employee Information & Life Cycle		
Feature	Scope	Remarks
Document Management	Online Maintain employee wise folder and Upload document.	
Employee Enrolment /e-Service Book	Employee directory/e-service to maintain Employees Information like Date of Joining,	Quick access to complete history of



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



	Date of birth, date of retirement. employee code, photo, department, designation, grade, place of posting, reporting/ reviewing officer, Basic Pay, Contact Information (Permanent & mailing address, contact number, personal email address) and Emergency Contact Details , identification marks, Gender, Blood Group, Marital status, PF no , Bank Details etc. Employee family details list and Nomination details whether as family member or not. Available with changes history.	employee all record at single point.
Employee self service	Employee registration through employee ID	
	Edit Fields like Permanent/Present Address, contact details from employee information send for approval to HR.	
	Add / Edit Family Background records / nomination / dependent and send for approval to HR	
	Facility to View Documents and letters issued/View Attendance/employee Profile/Leaves details / holiday list.	
	Facility to send request approval for leaves /Encashment of leaves/ LTC /Tour (Facility to seek permission from competent authority to travel by a mode of travel other than permitted one).	
	Facility for submission of Medical/Mobile bills /LTC for approvals.	
	View of monthly Payslip/ Investment declaration for Income Tax /Income tax computation. (Integrated with existing payroll software)	
Facility for Online application seeking approval by the employee for mobile handset/ Laptop/Briefcase/Data Card		
Confirmation , Increment & Promotion	Date of Confirmation of Probation, Increment/ Annual increment /Promotion history maintenance.	
	Facility for performance assessment during Probation period. Online creation of Confirmation Order/	Manages history of



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



	promotion order etc	transfer, promotions and increments.
	Access/Display of list of employees entitled for annual increment/ Confirmation etc. due in the month and year.	
Transfer & Posting	Full transfer history of employee including location, nature of transfer, date of joining and date of relieving at different locations. Online creation of transfer order.	
Training & Development	Maintain history of Training needs, Training History , Training calendar , Training Order ,Feedback of training etc.	
Exit & Separation	Online Resignation Submission by Employee. Auto calculation for notice period shortfall days With Systematic notification / alerts. Provision of Clearances Status from every dept. /No Dues Certificate from HR Relieving / Experience order can be generated and forwarded automatically to the personal email ID. Access/Display of month wise list of employees due for superannuation.	
Module 2: e-APAR		
e-APAR & HRMS Integration	To integrate the CRWC e-APAR software with HRMS Software solution.	
Module 3: Leave & Attendance		
Attendance machine integration	Integration with enabled biometric attendance machine for automated attendance recording. Manual attendance form for attendance where the biometric attendance machine is not available.	
Monthly Data Compilation	One click data preparation using attendance from attendance bio- metric machine data/Form and leave applications	
Attendance Correction Application	Update missing time information for employee and facility to get approved by the competent Authority online /Facility for Attendance Regularization for OD, early going , late attendance , Miss punch etc.	
Attendance Policy	Configure attendance policies of system like late deduction, late sitting, off day working formula, early going / half-day,	



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



	etc. as per CRWC rule.	
Leave Policy	Maintain Different Leave as per Policies, number of leave allowed to which gender, upon confirmation or joining and pro- rate formula, carry-forward or not, en-cashable or not.	
Leave/Tour Application	Leave /Tour avail request application employee wise approval by their reporting officer/HOD with effect to automatic leave ledger. Provision for Cancellation of Leave & Approval	
Daily, Monthly, Yearly attendance and Leave reports	All reports like Leave Opening Balance, Daily Basic Attendance, Daily detail Attendance Report, Monthly Basic Attendance, Detail In Out Summary, Yearly Summary, Leave Balance, Monthly Leave Availed Report	
Module 4 : Submission of Asset & Liability		
Submission of Asset & Liability	Submission of annual property return Declaration & approval for purchase of movable/ immovable property.	
Module 5 : Payroll		
Payroll Implementation	<ol style="list-style-type: none">1. Maintaining master database of all employees.2. Entering/Uploading attendance data, increment and change in salary.3. Salary structure creation on the basis of company norms.4. Entering deduction of loan if any.5. Updating Tax deducted at source and other deduction.6. Quick processing of payroll option will be available.7. Salary, Payment, cost to the company and employee count reconciliation.8. Generation of reports/returns.9. Monthly input data like attendance register, detail of resigned/newly joined	



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



	<p>employees will be required from HR.</p> <ol style="list-style-type: none">10. Monthly addition & deduction details if any from HR.11. Investment declaration updation.12. Preparation of monthly payroll with details provided with HR.13. Circulation of monthly payroll sheet in multi format like department-wise, location-wise and cost center-wise.14. Reimbursement (Part of CTC) based on input.15. Payroll statement for bank transfer.16. Pay slip access to individual employees through HRMS.17. Full and final settlement process through HRMS.18. Updating of leave register, salary and wages register if any change done by HR.19. Leave report of individual employee through HRMS.20. Computation of leave encashment annually/periodically as per company leave policy.21. Computation of TDS/Income tax of individual employee and updating of TDS on HRMS as per income tax act 1961.22. Compilation of investment declaration documents from employees to set-off rebate and deduction for tax saving of	
--	---	--



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



	<p>individual employee.</p> <p>23. Generation of form 16 and from 12 BA for individual employee.</p> <p>24. Calculation of perks as per income tax act.</p> <p>25. Able to capture previous employees details if in same financial year.</p> <p>26. Any other standard point required for smooth operation and maintenance of salary process of PSU like us.</p>	
--	--	--



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड
(भारत सरकार का उद्यम)
आईएसओ 9001:2008 प्रमाणित कम्पनी
CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED
(A Govt. of India Enterprise)
An ISO 9001:2008 Certified Company
सीआईएन : यू63023डीएल2007पीएलसी165676
CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



8. Features of the Software:

The bidder is required to provide services as listed here under:

- Least site opening time
- **Creation of a dynamic software with International standards – bilingual (Hindi and English)**
- Should support responsive page design compatible to multiple size screens (computer, tablet, mobiles and any other) and all browsers.
- Admin- secure control panel, online forms etc from where CRWC has the right to edit/modify/update and delete the contents from the front end. (No requirement of access of Back end Database).
- Any other related addition/modification and useful feature if required.
- Customized employee reports can be generated.
- HRMS related data should be available & accessible online at any given point of time.
- Central repository for all HRMS documentation.
- E-mail Alert & Acknowledgement mechanism.
- User level Access and assignment of roles of users.
- Support various file extensions as pdf, word, excel, text, csv, png, jpg, jpeg etc for upload/download of document.
- Powerful Dashboard & Reporting features for all modules.
- Employee data creation & management (Approx 90 Employees at present).
- For each activity logs should be generated and auto archived on full.
- Auto save option of data in case of any type of failure.
- The application should be scalable enough to handle huge amount of data and it should be capable of handling future enhancements.
- The application should have “Rollback” feature specifically for HR/Admin login.



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड
(भारत सरकार का उद्यम)
आईएसओ 9001:2008 प्रमाणित कम्पनी
CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED
(A Govt. of India Enterprise)
An ISO 9001:2008 Certified Company
सीआईएन : यू63023डीएल2007पीएलसी165676
CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



SECTION-III

Service Level Agreement (SLA) & Penalties

Service Level Agreement (SLA) will form part of the contract between CRWC and the Vendor. SLA defines the terms of the vendor's responsibility in ensuring the timely delivery and the compliance to the Performance Indicators as detailed in this document. The Vendor has to comply with Service Levels requirements to ensure adherence to timelines, quality and availability of products / service.

The current SLAs are defined based on consideration that the project rollout has to be done within period mentioned in **Table 2 : Schedule** from award of work. However, in case CRWC decides to extend the project rollout timeline on account of any unavoidable circumstances, the SLA timelines would be extended accordingly.

In case SLA defined below are not achieved, CRWC may decide at its discretion to impose/waive off/partially waive off the penalty if it is established that the delay is not attributable to the bidder.

1.1 Application Development and Go-Live

SLA

Sl. No	SLA Parameter	Target Performance	Description	Penalty Reference No.
AMC Phase				
1.	MTTR - Time to resolve	<ul style="list-style-type: none">Critical issues between 4-24 hrs of reportingHigh severity issues between 1-2 days of reportingMedium severity issues between 1-5 days of reportingLow severity issues between 6-11 days of reporting	Average time taken to acknowledge and respond once an incident is logged. This is calculated for all incidents reported within the reporting quarter	1



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



2.	MTTR - Time to resolve	<ul style="list-style-type: none">Any Issues between 12 -30 days of reportingAny Reopened Issues	Time taken to resolve the reported problem.	2
3.	MTTR - Time to resolve	<ul style="list-style-type: none">Any Issues beyond 30 days	Time taken to resolve the reported problem.	3

1.2 Penalties

A Penalty No. is mentioned in “Penalty” column of the above tables against each SLA. These numbers refer to the Sl. No. in Penalty Table provided below. The penalty table includes penalty that would be levied on bidder on non-achievement of SLAs. Slabs have been created for each SLA and penalty would be imposed on bidder as per the SLA achievement/ non-achievement for the period under consideration. Penalties are mentioned as a percentage of cost components as per the commercial tables.

For levying penalty on non-performance during support period, **Equated Quarterly Installment (EQI) of Hosting & AMC phase** would be considered for calculation purpose. Penalty would be deducted from the next payment being made to the bidder.

Ref. No.	Penalty Description
1	Penalty will be levied as per the following rule :- a) 1% of EQI of Application Hosting & AMC Phase cost will be levied as additional penalty (if 6-9 issues within a quarter which do not meet the SLA Timeline) b) 3% of EQI of Application Hosting & AMC Phase cost will be levied as additional penalty (if 10-12 issues within a quarter which do not meet the SLA Timeline) c) 5% of EQI of Application Hosting & AMC Phase cost will be levied as additional penalty (if more than 12 issues within a quarter which do not meet the SLA Timeline)
2	Penalty will be levied as per the following rule :- 7% of EQI of Application Hosting & AMC Phase cost will be levied as additional penalty



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड
(भारत सरकार का उद्यम)
आईएसओ 9001:2008 प्रमाणित कम्पनी
CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED
(A Govt. of India Enterprise)
An ISO 9001:2008 Certified Company
सीआईएन : यू63023डीएल2007पीएलसी165676
CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



3	Penalty will be levied as per the following rule :- 10% of EQI of Application Hosting & AMC Phase cost will be levied as additional penalty
---	--

2. Contract Period:

The contract period of “**Design, Development, Implementation, Hosting & Maintenance of online Human Resource Management System (HRMS) Web Based Application**” mentioned in **Table 2 : Schedule and Page No – 23**(Point No vi).

3. Time Frame for Completion of Work :

Required timeframe for completion of work from the date of issue of Work Order:-

Sl. No.	Description of Service	Timeframe (Days)
1	S/w Design, Development, Implementation and Project documentation of Online Human Resource Management System (HRMS) Web Based Application (“Go-Live”)	90 days
2	CERT-IN Compliance (Infrastructure & Application Both) [Including resolution of Issue(s) / recommendation (s), if any, given by Auditor]	60 days

Note :-

- 1) Successful party should share the **timeline** for development and Implementation of each every module described in “scope of work” and during UAT phase that party should share “updated” **UAT Tracker Sheet** atleast every alternate day.
- 2) The timeframe are indicative and may vary depending upon availability of information/approvals from concern head. Central Railside Warehouse Company Limited (CRWC), New Delhi – 110001 may at its sole discretion to **extend further period of maximum two months if required**.
- 3) Post Go-Live, There will be **6 months defect Liability period** of the application. During this period the implementing agency would provide all support to CRWC.



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



4. Milestone and Payment Schedule for Implementation Phase

Sl. No.	Implementation phase	% Payment of Sub-total for Services Provided During Implementation Phase	Documents to be submitted by the bidder
1	On completion of Project Documentation (SRS approval) of Online Human Resource Management System (HRMS) Web Based Application	10 %of Total Cost of Design, Development, Implementation	Submission of SRS
2	On completion (Go-Live) of Design, Development, Implementation of Online Human Resource Management System (HRMS) Web Based Application	40 % of Total Cost of Design, Development, Implementation	Submission of bill along with Completion and Go-Live report and the documents mentioned in point no-1d (iv) & (viii) of Section-II
3	Submission of Source Code, Database backup and other project relevant documents (mentioned in project documentation deliverables) and Post Completion of Training	20 % of Total Cost of Design, Development, Implementation	
4	Post completion of 6 months Defect liability period	20 % of Total Cost of Design, Development, Implementation	
5	Completion of security audit	10 % of Total Cost of Design, Development, Implementation	Certificates related to Security Audit



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड
(भारत सरकार का उद्यम)
आईएसओ 9001:2008 प्रमाणित कम्पनी
CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED
(A Govt. of India Enterprise)
An ISO 9001:2008 Certified Company
सीआईएन : यू63023डीएल2007पीएलसी165676
CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



5. Milestone and Payment Schedule for Hosting & AMC Phase (3 Years)

Sl. No.	Hosting & AMC phase	% Payment of Sub-total for Services Provided During Hosting & AMC Phase	Documents to be submitted by the bidder
1	During each year Hosting & AMC	25 % of Total Hosting & AMC Cost (per year) (which will be paid post quarterly) (Hosting phase will start after Go-Live of the Project)	Submission of certificate of successful operation during the time period issued by CRWC Competent Authority.

Payment Terms

- TDS shall be deducted on all the payments made to the selected bidder on the rates as specified by Govt. of India.
- Payment of taxes and other applicable Government levies will be made according to the rules and regulations as existing on the date of the payment.
- All payments will also be subject to penalties as defined in para SLA and Penalties mentioned above.

(Yatin K Patel)

DGM (LOM)



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड
(भारत सरकार का उद्यम)
आईएसओ 9001:2008 प्रमाणित कम्पनी
CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED
(A Govt. of India Enterprise)
An ISO 9001:2008 Certified Company
सीआईएन : यू63023डीएल2007पीएलसी165676
CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



ANNEXURE-1

SECTION-IV

Part – A

Price/Financial Bid (One Time Cost) for Design, Development & Implementation of Online HRMS Web Based Application			
Sr. No	Description of Service/Product	Amount (Rupees) (In figures)	Amount (Rupees) (In words)
1	Design, Development, Implementation of Online Human Resource Management System (HRMS) Web Based Application <i>(Note : This part includes deployment, Testing, defect fixing, security audit (CERT-IN) & Travel expense & to CRWC office in Delhi and NCR)</i>		
Above given amount is exclusive of all Taxes			

Part – B

Sr. No	Description of Service/Product	Monthly Amount (Rs.) (In figures)	Monthly Amount (Rs.) (In words)
1	Hosting of Online Human Resource Management System (HRMS) Web Based Application with DC & DR		
2	Maintenance of Online Human Resource Management System (HRMS) Web Based Application		
Above given amount is exclusive of all Taxes			

- Note:**
1. **L1 party** will be decided considering **Total Amount of Part A** (Design, Development & Implementation) + **Part B** (for **Hosting** = Monthly Quoted Hosting Amount X 33 Months (i.e. Initial 3 Years – 3 Months of “Go-Live”) + for **Maintenance** = Monthly Quoted Maintenance Amount X 27 Months (i.e. Initial 3 Years – 9 Months of “Go-Live & Defect Liability Period”) calculated)
 2. The rate of taxes will be applicable as per GOI notification and may change from time to time.

Date:-

(Yatin K. Patel)

Place - :

DGM (LOM)

Name of the Bidder/Vendor:-

(Signature and seal of the bidder Or Authorized representative)

36



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड
(भारत सरकार का उद्यम)
आईएसओ 9001:2008 प्रमाणित कम्पनी
CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED
(A Govt. of India Enterprise)
An ISO 9001:2008 Certified Company
सीआईएन : यू63023डीएल2007पीएलसी165676
CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



ANNEXURE-2

TECHNICAL EVALUATION COMPLIANCE/CHECK LIST:

Sl No	Evaluation Criteria	Marks	Compliance (Yes/No)
1	Understanding and Compliance with requirements and scalability		
	a) Understanding of Scope of Work as mentioned in this document	10	
	b) Technical Proposal covering all the scope of work	10	
	c) Approach and Methodology for the work	10	
2	Design templates Design of template (5 Nos) prepared as per the requirement.	25	
3	Experience and Ease of Management		
	a) Experience (Minimum two) in the same types of software developed for PSU/Central/State Govt. organization/Autonomous Bodies (e.g. HRMS, Payroll, Leave Management, PMS etc)	4	
	b) Experience (Minimum two) in the same types of software developed for private organization (e.g. HRMS, Payroll, Leave Management, PMS etc) Testimonial (work order and completion certificate) received from previous clients for the above mentioned point a & b.	4	
	c) Resumes of persons who will handle CRWC project Atleast one person as " Business Analyst/TEAM LEAD ", Four persons for " Development ", two person for " Testing " at any given time during Implementation of the project at their end.	5	
	d) " Software development setup office for this project " located at Delhi/NCR will be given preference (With Proof of Office Address , Undertaking and Team Details)	7	
4	Way of presentation by technical person from bidder side The bidders have to give technical presentation. During the presentation, one technical person from the vendor organization should be present to answer queries and to demonstrate various capabilities.	25	

Note : The minimum qualifying marks for each section of technical bid is 70%. Financial bid of only those bidders crossing 70% minimum grading will be opened for evaluation.

(Yatin K. Patel)

(Signature and seal of the bidder Or Authorized representative)

DGM (LOM)



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



ANNEXURE-3

FORMAT OF BANK GUARANTEE BOND

In consideration of the Central Railsid Warehouse Company Ltd., New Delhi (hereinafter called the Company) having agreed to exempt M/s _____ [hereinafter called the said Second Party/ Licensee] from the demand, under terms and conditions of an agreement dated made between _____ & _____ for _____ hereinafter called the said agreement for IT Services (**Design, Development, Implementation, and Hosting & Maintenance of HRMS Web Based Application Software**) by the Second Party(s) of the terms & conditions contained in the said agreement on production of Bank Guarantee of Rs. _____ (Rs. _____) we, _____ (herein after referred to as "the Bank") at the request of _____ Second Party(s) do hereby undertake to pay the Company an amount of not exceeding Rs. _____ (Rs. _____) against any shortages or loss or damages caused to or suffered or could be caused to or suffered by the Company by reasons of any breach by the Second Party(s) of any of the terms and conditions contained in the said agreement during the facility under use of the Second Party(s).

1. We _____ (indicate the name of Bank) do hereby undertaken to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Company stating that the amount claimed is due by way of shortages or loss or damages caused to or would be caused to or suffered by the Company by reasons of breach by the said Second Party(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this agreement shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).
2. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Second Party(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Second Party(s) shall have no claim against us for making such payment.
3. We _____ (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it should continue to be enforceable till all the dues of the Company under or by virtue of the said agreement has been fully paid & its claim satisfied or discharge or till..... Company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Second Party(s) and accordingly discharged this Guarantee. Unless a demand or claim on this Guarantee is made on us in writing on or before..... we shall be discharged from all liability under this Guarantee thereafter.



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



4. We _____ (indicate the name of Bank) further agree with the Company that the Company shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions relating to the said agreement and shall not be relieved from our liability by reason of any such variation, or extension being granted to said Second Party(s) or for any forbearance, act or omission on the part of the Company any indulgence by the Company to the said Second Party(s) or by any such matter or thing, whatsoever, which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Second Party(s).
6. This Bank Guarantee will remain operative not only for the entire period of the contract but also for a minimum period of one year even after completion/ termination of the contract or till Company certified that the terms and conditions of the said agreement have been fully & properly carried out by the said Second Party(s) so as to satisfy the claims of the Company against the Second Party, if any, for the contract to which the Guarantee relates.
7. We _____ (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of Company in writing.

Date the _____ day of _____

For _____

(Indicate the name of Bank)



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड
(भारत सरकार का उद्यम)
आईएसओ 9001:2008 प्रमाणित कम्पनी
CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED
(A Govt. of India Enterprise)
An ISO 9001:2008 Certified Company
सीआईएन : यू63023डीएल2007पीएलसी165676
CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU

ANNEXURE-4

NON DISCLOSURE AGREEMENT

This Agreement made at New Delhi, on this day (date) of(Year).

BETWEEN

M/s. Central Railsid Warehouse Company Limited, CIN:U63023DL2007PLC165676, a company registered under the Companies Act 1956, and having its registered & corporate office at **Ground Floor, Pragati Maidan, Metro Station Building, New Delhi-110001** is here in after referred as the 'FIRST PARTY' (i.e. "CRWCL"), which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, heirs, assigns and nominees of FIRST PARTY;

AND

M/s..... (CIN:.....), having its registered office at(which expression should unless repugnant to the context or meaning thereof include its successor and permitted assigns) hereinafter called the **SECOND PARTY** ('.....').

And are hereinafter individually referred to as party and collectively r eferred to as "the Parties". Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS:

The Parties have established a business relationship and in course of the business relationship, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "**the Purpose**").

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड
(भारत सरकार का उद्यम)
आईएसओ 9001:2008 प्रमाणित कम्पनी
CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED
(A Govt. of India Enterprise)
An ISO 9001:2008 Certified Company
सीआईएन : यू63023डीएल2007पीएलसी165676
CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



1. Confidential Information :

“Confidential Information” means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose. Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show:

- (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party,
- (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it, from the Disclosing Party,
- (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or
- (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

2. Use of Confidential Information:

- i. Each party agrees not to use the other’s confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.
- ii. **The Second Party** (.....) shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above. The company shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. **The Second Party** (.....) agrees to notify **The First Party (CRWCL)** immediately if it learns of any use or disclosure of **CRWCL’s** confidential information in violation of the terms of this agreement.
- iii. **The Second Party** (.....) shall not make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this Agreement, without the prior written approval.



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



3. Non-disclosure:

The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable thereof.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

4. Publications:

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

5. Term:

This Agreement shall be effective from the date hereof and shall continue during the terms of the business relationship and/or after the expiration/termination of business relationship. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

6. Title and Proprietary Rights:

Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

7. Return of Confidential Information:

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

8. Remedies:

The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

9. Governing Law and Jurisdiction:

The provisions of this Agreement shall be governed by the laws of India. The disputes between the parties, if any, arising out of this Agreement shall be subject to the jurisdiction of the courts/tribunals in New Delhi or Delhi only. Submitting to arbitration may be considered as an additional remedy and it does not preclude the Parties to seek redressal/other legal recourse. The place of arbitration will also be New Delhi/Delhi.

10. General:

None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

11. Indemnity:

The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



IN WITNESS WHEREOF both Parties have caused these presents to be signed by their respective authorized signatories on the date and year first above written.

For The CRWCL

For The

Sign:

Sign:

Name:

Name:

Title:

Title:

Witness:

Witness:

1.

2.



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड
(भारत सरकार का उद्यम)
आईएसओ 9001:2008 प्रमाणित कम्पनी
CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED
(A Govt. of India Enterprise)
An ISO 9001:2008 Certified Company
सीआईएन : यू63023डीएल2007पीएलसी165676
CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



ANNEXURE-5

NON-DISCLOSURE AGREEMENT

(Between CERT-In empanelled Auditor & Auditee)

THIS NON-DISCLOSURE AGREEMENT is made on this day(date) of(Year)

By and between

In case of Central Government Ministry/ Departments #/State Government Departments

President of India/Governor of (name of state) acting through
..... (Name, Designation) of (Name of Ministry/ Department) address
..... hereinafter referred to as "Auditee" which expression shall unless repugnant to the context or
meaning thereof ,include its successors and assigns)of the first part.

**# In case of Autonomous Societies/ Not-for-profit companies/Public sector
Undertakings/Private sector**

..... (Name of Company/ Society) incorporated /registered
under the Companies Act,1956/2013/ the societies registration Act,1860 having its registered/corporate office
at (hereinafter referred to as "Auditee" which expression shall unless repugnant to the context or
meaning thereof, includes its successors, administrators and permitted assigns) of the first part .

And

Name incorporated/registered under the..... Name of the Act having its registered/corporate office at
.....(herein referred to as "Auditor" which expression shall unless repugnant to the context or meaning
thereof ,includes its successors, assigns, administrators, liquidators and receivers)of the second part

WHEREAS

A. Auditor is a services organization empanelled by the Indian Computer Emergency Response Team (hereinafter CERT-IN) under Department of Electronics & IT, for auditing, including vulnerability assessment and penetration testing of computer systems , networks, computer resources & applications of various agencies or departments of the Government, critical infrastructure organizations and those in other sectors of Indian economy vide communication No.....dated.....



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



B. Auditor as an empanelled Information Security Auditing organization has agreed to fully comply the “Guidelines for CERT-In Empanelled Information Security Auditing Organizations , Terms & conditions of empanelment and Policy guidelines for handling audit related data” while conducting audits.

C. Auditee is also aware of the aforesaid Guidelines along with guidelines for Auditee Organizations published by CERT-In.

D. Both Auditor and Auditee have given their irrevocable consent to fully comply the aforesaid Guidelines and any amendments thereof without any reservations.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. :

(a) The term “Confidential Information” shall include, without limitation, all information and materials, furnished by either Party to the other in connection with Auditee products and services including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to Auditee products and services. Results of any information security audits, tests, analysis, extracts or usages carried out by the Auditor in connection with the Auditee’s products and/or services, IT infrastructure, etc. shall also be considered Confidential Information.

(b) The term “Auditee products” shall include all such products, goods, services, deliverables, which are subject to audit by the empanelled auditor under the Agreement.

2. **Protection of Confidential Information.** With respect to any Confidential Information disclosed to it or to which it has access, Auditor affirms that it shall:

(a) Use the Confidential Information as necessary only in connection with scope of audit and in accordance with the terms and conditions contained herein;

(b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the parties take to protect the confidentiality of its own proprietary and confidential



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



information and that of its other clients;

- (c) Not to make or retain copy of any details of products and/or services, prototypes, business or marketing plans, Client lists, Proposals developed by or originating from Auditee or any of the prospective clients of Auditee.
- (d) Not to make or retain copy of any details of results of any information security audits, tests, analysis, extracts or usages carried out by the Auditor in connection with the Auditee's products and/or services, IT infrastructure, etc. without the express written consent of Auditee.
- (e) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the auditee ; and
- (f) Return to the auditee, or destroy, at auditee's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately on (i) expiration or termination of this agreement, or (ii) the request of Auditee therefor.
- (g) Not to send Auditee's audit information or data and/or any such Confidential Information at any time outside India for the purpose of storage, processing, analysis or handling without the express written consent of the Auditee.
- (h) The auditor shall use only the best possible secure methodology to avoid confidentiality breach, while handling audit related data for the purpose of storage, processing, transit or analysis including sharing of information with auditee.
- (i) Not to engage or appoint any non-resident/foreigner to undertake any activity related to Information Security Audit. In case of information security audits for Government/ critical sector organization, only the man power declared to CERT-In shall be deployed to carry out such audit related activities.
- (j) Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between the Auditor and the Auditee or the nature of services to be provided by Auditor to the Auditee.
- (k) Make sure that all the employees and/or consultants engaged to undertake any audit on its behalf have signed the mandatory non-disclosure agreement.

3. Onus. Auditor shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड
(भारत सरकार का उद्यम)
आईएसओ 9001:2008 प्रमाणित कम्पनी
CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED
(A Govt. of India Enterprise)
An ISO 9001:2008 Certified Company
सीआईएन : यू63023डीएल2007पीएलसी165676
CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



4. Permitted disclosure of audit related information:

The auditor may share audit information with CERT-In or similar Government entities mandated under the law as and when called upon to do so by such agencies with prior written information to the auditee.

5. Exceptions. The Confidentiality obligations as enumerated in Article 2 of this Agreement shall not apply in following cases:

- (a) Which is independently developed by Auditor or lawfully received from another source free of restriction and without breach of this Agreement; or
- (b) After it has become generally available to the public without breach of this Agreement by Auditor; or
- (c) Which at the time of disclosure to Auditor was known to such party free of restriction and evidenced by documents in the possession of such party; or
- (d) Which Auditee agrees in writing is free of such restrictions.
- (e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;

6. Remedies. Auditor acknowledges that any actual or threatened disclosure or use of the Confidential Information by Auditor would be a breach of this agreement and may cause immediate and irreparable harm to Auditee or to its clients; Auditor affirms that damages from such disclosure or use by it may be impossible to measure accurately; and injury sustained by Auditee / its clients may be impossible to calculate and compensate fully. Therefore, Auditor acknowledges that in the event of such a breach, Auditee shall be entitled to specific performance by Auditor of its obligations contained in this Agreement. In addition Auditor shall compensate the Auditee for the loss or damages caused to the auditee actual and liquidated damages which may be demanded by Auditee. Liquidated damages not to exceed the Contract value. Moreover, Auditee shall be entitled to recover all costs of litigation including reasonable attorneys' fees which it or they may incur in connection with defending its interests and enforcement of contractual rights arising due to a breach of this agreement by Auditor. All rights and remedies hereunder are cumulative and in addition to any other rights or remedies under any applicable law, at equity, or under this Agreement, subject only to any limitations stated herein.

7. Need to Know. Auditor shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees and/or consultants of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the Auditee. No information relating to auditee shall be hosted or taken outside the country in any circumstances.



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



8. **Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
9. **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
10. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
11. **Governing Law & Jurisdiction.** That any dispute or disputes arising between the parties out of this agreement shall be subjected to the jurisdiction of the Courts in Delhi only and shall be governed by the Law of India.
12. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
13. **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
14. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
16. **Waiver.** Waiver by either party of a breach of any provision of this Agreement, shall not be deemed to be waiver of any preceding or succeeding breach of the same or any other provision hereof.
17. **Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड
(भारत सरकार का उद्यम)
आईएसओ 9001:2008 प्रमाणित कम्पनी
CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED
(A Govt. of India Enterprise)
An ISO 9001:2008 Certified Company
सीआईएन : यू63023डीएल2007पीएलसी165676
CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



Information received pursuant to this Agreement shall survive till perpetuity even after expiration or termination of this Agreement.

18. **Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Auditor shall not solicit or attempt to solicit Auditee's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct business similar to Auditee with any employee and/or consultant of the Auditee who has knowledge of the Confidential Information, without the prior written consent of Auditee.
19. This Agreement is governed by and shall be construed in accordance with the laws of India. In the event of dispute arises between the parties in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the parties shall attempt to resolve the dispute in good faith by senior level negotiations. In case, any such difference or dispute is not amicably resolved within forty five (45) days of such referral for negotiations, it shall be resolved through arbitration process, wherein both the parties will appoint one arbitrator each and the third one will be appointed by the two arbitrators in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration in India shall be (please choose the venue of dispute resolution as the city) or where the services are provided. The proceedings of arbitration shall be conducted in English language and the arbitration award shall be substantiated in writing and binding on the parties. The arbitration proceedings shall be completed within a period of one hundred and eighty (180) days from the date of reference of the dispute to arbitration.
20. **Term.** This Agreement shall come into force on the date of its signing by both the parties and shall be valid up to year.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

In case of auditee being Central Government Ministry/ Departments

For & on behalf of President of India
(Name and designation of authorized signatory)

.....

<Name of Central Govt. Ministry/Department>

Or



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड

(भारत सरकार का उद्यम)

आईएसओ 9001:2008 प्रमाणित कम्पनी

CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED

(A Govt. of India Enterprise)

An ISO 9001:2008 Certified Company

सीआईएन : यू63023डीएल2007पीएलसी165676

CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



In case of auditee being State Government Department

For & on behalf of Governor of < State name >

.....

(Name and designation of authorized signatory)

<Name of State Department >

Or

In case of Autonomous Societies/Not-for-profit-company/Public sector undertaking /Private Sector

for <Name of organization> , <Name and designation of authorized signatory> duly authorized by rules & regulations / of <Name of society>/ vide resolution no. Dated Of Board of Directors of<Name of organization>.

(AUDITEE)

(AUDITOR)

WITNESSES:

1.

2



सैन्ट्रल रेलसाइड वेअरहाउस कम्पनी लिमिटेड
(भारत सरकार का उद्यम)
आईएसओ 9001:2008 प्रमाणित कम्पनी
CENTRAL RAILSIDE WAREHOUSE COMPANY LIMITED
(A Govt. of India Enterprise)
An ISO 9001:2008 Certified Company
सीआईएन : यू63023डीएल2007पीएलसी165676
CIN:U63023DL2007PLC165676



मिनी रत्न
Mini Ratna PSU



ANNEXURE-6

Format for Delhi/NCR Presence (Software Development Setup Office/Centre):

(To be submitted signed and stamped by authorized person on the letter head of the bidder)

To

The Deputy General Manager (LOM)

Central Railside Warehouse Company Limited

New Delhi

UNDERTAKING

This is to certify that _____ (tenderer/bidder) has/have Delhi/NCR Presence and **software development setup office/centre located in the areas of Delhi/NCR for this project.**

Sl No	Name/Location of Software Development Setup Office/Centre	Full Address of Office/Centre	Contact Person Name, Contact No and Email Address

Note : Competent Authority of CRWC may visit at their mentioned office/centre at any time of project implementation. In case of any deviation in this regard, CRWC may take necessary action.

(Sign & Stamp)

M/s _____