



# Terms of Reference (TOR)

## Selection of System Partner

[from Companies/Agencies empanelled (Group: I & II)  
with E & IT Department, Government of Haryana]

For Study, Design, Development, Implementation and  
Operation & Maintenance of IT Solution

For

Development and Panchayats Department and Rural  
Development Department, Haryana

TOR No. IT-2019/5025-35 | Dated: 25/01/2019

## Disclaimer

This Terms of Reference (TOR) for Study, Design, Development, Implementation and Operation & Maintenance of IT Solution for Development and Panchayats Department and Rural Development Department, Haryana is issued by Development and Panchayats Department, Haryana, hereinafter, referred as 'Department' in this document.

Whilst the information in this TOR has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither Department, nor its employees, nor any of their advisors nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the TOR, or for any errors, omissions or misstatements, negligence or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this TOR or on which this TOR is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this TOR is selective and is subject to updation, expansion, revision and amendment at the sole discretion of Department. It does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Each Party must conduct its own analysis of the information contained in this TOR, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed Project, the regulatory regime which applies thereto and by and all matters pertinent to this Project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to this Project. Department shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the TOR in any manner whatsoever.

This TOR includes certain statements, projections, etc. with respect to the Project. Such statements, projections, etc. reflect various assumptions made by the management, officers, employees, consultants, and experts of Department, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of assumptions on which they may be based and nothing in this TOR is, or should be relied on as, a promise, representation or warranty.

Department shall be the sole and final authority with respect to qualifying a bidder through this TOR. The decision of Department in selecting the System Partner (SP) who qualifies through this TOR shall be final and Department reserves the right to reject any or all the bids without assigning any reason thereof.

Department may terminate the TOR process at any time without assigning any reason and upon such termination, Department shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

## Table of Contents

<b>1</b>	<b>Terms of reference (TOR) Process</b>	<b>12</b>
1.1	Bid Documents	12
1.2	General Eligibility Criteria for Bidders	12
1.3	Bidder Inquiries and Department Responses	12
1.4	Supplemental Information to the TOR	13
1.5	TOR Format	13
1.6	Proposal Preparation Costs	13
1.7	Instructions to Bidders on Tendering Process	13
1.8	Department Right to Terminate the Process	14
1.9	Venue and Deadline for submission of bids	14
1.10	Late bids	14
1.11	General Guidelines for bid opening	14
1.12	Bid Opening	15
<b>2</b>	<b>SCOPE OF WORK</b>	<b>16</b>
2.1	About the Project	16
2.2	Broad Functional Requirements of the Project	16
2.3	Detailed Functional Requirement of the Project	17
2.3.1	Design, Develop, Implement and Maintenance of the Online Dashboard	17
2.3.2	New Modules to be developed	19
2.3.3	Design, Development and Implementation of Mobile Application	21
2.3.4	Schemes to be Developed/Integrated in the IT Solution	23
2.3.5	Additional Services to be provided by System Partner	28
2.3.6	Training to the Stakeholders	28
2.3.7	Generation of MIS Reports	28
2.3.8	Operation and Maintenance	29
2.3.9	Preferred Technology and Standards	30
2.4	Approach to Project Implementation	30
2.4.1	Phase 1: Detailed Functional Requirement study, System Requirements Study and System Design	31
2.4.2	Phase-2: Design, Development, implementation, configuration, integration and software testing of IT Solution	32
2.4.3	Phase-3: Supporting User Acceptance Testing of the IT Solution	33
2.4.4	Phase-4: Deployment of required infrastructure for Operationalization of IT Solution	34
2.4.5	Phase-5: Training to staff members of Department as well as other stakeholders for effective use of the system	35
2.4.6	Phase-6: Go-Live of IT Solution	36
2.4.7	Phase-7: Operation and Maintenance of the entire IT Solution	36
2.5	Indicative Deliverables	37

2.6	Desirable Timelines for Project Implementation .....	38
2.7	Performance Requirements (SLAs) .....	38
2.8	Bidder Responsibilities.....	40
2.9	Department Responsibilities.....	41
<b>3</b>	<b>Instructions to Bidders .....</b>	<b>43</b>
3.1	Period of Validity of Bids.....	43
3.2	Non-Conforming Bids.....	43
3.3	Amendment/Corrigendum of bidding documents.....	43
3.4	Language of Bids.....	43
3.5	Prices .....	43
3.6	Correction of errors .....	43
3.7	Measurements and Arithmetic Conventions.....	44
3.8	Rejection.....	44
3.9	Modification and Withdrawal of Proposals.....	44
3.10	Proposal Cover Letter.....	45
3.11	General information of the bidders .....	45
3.12	Bidder's Authorization Certificate .....	45
3.13	Conflict of Interest .....	45
3.14	Authenticity of Documents submitted .....	45
3.15	Completeness of the Bidding Documents.....	45
3.16	Unconditional Bidding Documents.....	45
3.17	Complete Responsibility for the completion and execution of the project in all respects	45
3.18	Source Code and Intellectual Property Rights.....	46
3.19	Deviations and Exclusions.....	46
3.20	Acknowledgement of Understanding of Terms.....	46
3.21	Other Conditions.....	46
<b>4</b>	<b>Proposal Evaluation Process .....</b>	<b>49</b>
4.1	Evaluation of Bid .....	49
4.1.1	Technical evaluation.....	49
4.1.2	Commercial evaluation.....	49
4.1.3	Quality and Cost Based Selection.....	51
<b>5</b>	<b>Submission of bids.....</b>	<b>52</b>
5.1	Overall Bid Content .....	52
5.2	Attachments with Bid.....	52
5.3	Part - 1: General Information & Compliance to Instructions to Bidder.....	52
5.3.1	Proposal Cover Letter.....	52
5.3.2	General information of the bidders .....	53
5.3.3	Bidder's Authorization Certificate .....	53
5.3.4	Conflict of Interest .....	53

5.3.5	Authenticity of Documents submitted .....	53
5.3.6	Completeness of the Bidding Documents.....	53
5.3.7	Unconditional Bidding Documents.....	53
5.3.8	Complete Responsibility for the completion and execution of the project in all respects	53
5.3.9	Source Code and Intellectual Property Rights.....	53
5.4	Part - 2: Technical Bid.....	54
5.4.1	Technical Proposal .....	54
5.4.2	Bill of Material (BoM) .....	54
5.4.3	Project Description Template .....	55
5.4.4	Project/Work Schedule Template .....	55
5.4.5	Team Composition and Task Assignments.....	55
5.4.6	Curriculum Vitae (CV) for Proposed Professional Staff .....	55
5.5	Part - 3: Commercial Bid .....	55
5.5.1	Covering Letter .....	55
5.5.2	Commercial Proposal .....	56
<b>6</b>	<b>Terms and Conditions - Post Award of Contract.....</b>	<b>57</b>
6.1	Change Request.....	57
6.2	Limitation of Liability.....	57
6.3	Termination .....	57
6.3.1	Material Breach .....	57
6.3.2	Effects of termination .....	58
6.3.3	Termination of this Agreement due to bankruptcy of System Partner.....	58
6.4	Exit Management Clause .....	58
6.4.1	Exit Management Purpose.....	58
6.5	Force Majeure.....	59
6.6	Disputes Resolution .....	59
6.6.1	Amicable Settlement .....	59
6.6.2	Arbitration .....	59
<b>7</b>	<b>Award of Contract.....</b>	<b>61</b>
7.1	Award Criteria .....	61
7.2	Right to accept / reject any or All Proposals.....	61
7.3	Notification of Award.....	61
7.4	Contract Finalization and Award .....	61
7.5	Earnest Money Deposit (EMD) .....	61
7.6	Performance Bank Guarantee .....	62
7.7	Signing of Contract .....	63
7.8	Term of the Contract .....	63
7.9	Failure to agree with the Terms & Conditions of the TOR .....	63
<b>8</b>	<b>Payment Schedule.....</b>	<b>64</b>

8.1	Payment Schedule for the Services provided by the System Partner .....	64
8.2	Other Payment Terms .....	65
<b>9</b>	<b>Annexure .....</b>	<b>66</b>
9.1	Annexure - 1 General Information & Compliance to Instructions to Bidder.....	66
9.1.1	Form 1: Proposal Cover Letter .....	66
9.1.2	Form 2: General information of the bidders.....	68
9.1.3	Form 3: Bidder's Authorization Certificate.....	69
9.1.4	Form 4: Declaration for Conflict of Interest .....	70
9.1.5	Form 5: Declaration for Authenticity of Documents submitted .....	71
9.1.6	Form 6: Declaration for Non-Blacklisting or Non-Debarment.....	72
9.1.7	Form 7: Declaration for Unconditional Bidding Documents.....	73
9.1.8	Form 8: Declaration for Complete Responsibility.....	74
9.1.9	Form 9: Declaration for Source Code and Intellectual Property Rights.....	75
9.2	Annexure 2: Technical bid format & Evaluation Criteria.....	76
9.2.1	Form 10: Criteria/Sub Criteria and Point system for the evaluation of Technical bids.....	76
9.2.2	Form 11: Project Description Template .....	79
9.2.3	Form 12: Project/Work Schedule Template .....	81
9.2.4	Form 13: Team Composition.....	82
9.2.5	Form 14: Curriculum Vitae (CV) for Proposed Professional Staff Template.....	83
9.3	Annexure 3: Commercial Bid Format .....	85
9.3.1	Form 15: Covering Letter .....	85
9.3.2	Form 16: Summary of Cost Components.....	87
9.3.3	Form 17: Details of Cost Component.....	88
	Annexure 4 - Format for Performance Bank Guarantee.....	91
	Annexure 5 - Contract Agreement .....	94

Data Sheet

1. Key Events and Dates

DOCUMENT CONTROL SHEET		
S. No.	Particulars	Date and Time
1.	Tender/TOR Number	IT-2019/5025-35
2.	Invitation to Bid	25.01.2019
3.	Pre-bid Conference	01.02.2019 at 12 Noon
4.	Last Date of Submission of written Queries	01.02.2019 upto 5 PM
5.	Clarification and Corrigendum of bid queries	08.02.2019
6.	Manual submission of documents	22.02.2019 upto 5 PM
7.	Date and time for opening of Technical bids	To be intimated later
8.	Technical Presentation	To be intimated later
9.	Date and time for opening of Commercial Bids	To be intimated later
10.	Office address, Venue for Pre-Bid Conference/ Bid Submission/ Manual documents	The Director, Development and Panchayats Department Haryana Panchayat Bhawan, Plot no 3, Sector 28, Madhya Marg, Chandigarh-160028
11.	Earnest Money Deposit	INR 50,000/-
12.	Method of Selection	Quality & Cost Based Selection (QCBS) procedure
Note: Bidders are advised to visit Department website i.e. <a href="http://haryanadp.gov.in/">http://haryanadp.gov.in/</a> ; <a href="http://harpanchayats.gov.in">http://harpanchayats.gov.in</a> on regular basis for any updates/corrigendum issued by		

Department related to this DOCUMENT. No separate communication will be sent to any bidder.

In case a Central/ State Holiday is declared on any day/ dates as specified above, the event shall be held on the next working day at same time and same venue.

2. Contact Person's Address for correspondence

The Director,  
Development and Panchayats Department  
Haryana Panchayat Bhawan, Plot no 3, Sector 28,  
Madhya Marg, Chandigarh-160028  
PHONE: 0172 4000684, 0172 2650072  
Website: <http://haryanadp.gov.in/>; <http://harpanchayats.gov.in>  
Email: [TORFORITSOLUTION@GMAIL.COM](mailto:TORFORITSOLUTION@GMAIL.COM)



## Abbreviations

For the purpose of this TOR, the following table gives the Terminologies used and the reference to/ definition of these terminologies.

S. No.	Terminology	Reference To / Definition
1.	GoH	Government of Haryana
2.	SSL	Secure Socket Layer
3.	HARTRON	Haryana State Electronics Development Corporation Limited
4.	EMD	Earnest Money Deposit
5.	HQ	Head Quarters
6.	INR	Indian National Rupees
7.	IPR	Intellectual Property Right
8.	IT	Information Technology
9.	MIS	Management Information System
10.	O&M	Operation and Maintenance
11.	PBG	Performance Bank Guarantee
12.	TOR	Terms of Reference (referring to this document)
13.	RFP	Request For Proposal (referring to this document)
14.	SLA	Service Level Agreement
15.	TPA	Third Party Agency
16.	SP	System Partner
17.	SRS	Software Requirement Specifications
18.	PMT	Project Management Team

## Definitions

The definitions of various terms that have been used as part of this TOR are as follows:

- i. "IT Solution" shall mean Study, Design, Development, Implementation and Operation & Maintenance of an online software application, mobile application, Dashboard and MIS reports for Development and Panchayats Department and Rural Development Department, Haryana which is integrated and capable to exchanging data with each other.
- ii. "Contract / Agreement / Contract Agreement" means the Agreement to be signed between the successful bidder and, including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the TOR/RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
- iii. "Authorized Representative / Competent Authority" shall mean any person authorized by either of the parties i.e. Bidder and Department.
- iv. "Bidder/ Agency/ Service Provider/ System Partner (SP) / Software Vendor/ IT Solution Partner/ Implementation Partner (IP)" means any firm offering the solution(s), service(s) and /or materials as required in the TOR/RFP. The words Bidder/ Agency/ Service Provider/ System Partner/ Vendor/ IT Solution Partner/ Implementation Partner (IP) when used in the pre-award period shall be synonymous with parties bidding for this TOR/RFP, and when used after award of the Contract shall mean the successful party with whom Department signs the agreement for rendering of services for implementation of this project.
- v. "Party" means Department or Bidder individually and "Parties" mean Department and Bidder, collectively.
- vi. "Client" will mean Development and Panchayats Department, Haryana.
- vii. "Proposal / Bid" means the Technical and Commercial bids submitted for this project against this TOR/RFP.
- viii. "Terms of Reference (TOR) / Request for Proposal (RFP)" means this document and its annexure and any other documents provided along with this TOR/RFP or issued during the course of the selection of bidder, seeking a set of solution(s), services(s), materials and/or any combination of them.
- ix. "Requirements" shall mean and include schedules, details, description, statements of technical data, performance characteristics and standards (Indian & International) as applicable and specified in the TOR/RFP.
- x. "Default Notice" shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
- xi. "Law" shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the State Government or regulatory authority or political subdivision of government agency.
- xii. "LoI" means Letter of Intent, which shall constitute the intention of Department to place the Purchase/Work Order with the successful bidder.

- xiii. "Termination Notice" means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.

## 1 TERMS OF REFERENCE (TOR) PROCESS

### 1.1 Bid Documents

The TOR document has been open to all Companies/Agencies empanelled (under Group I and Group II only) for Software Development & its Implementation for State Govt. Departments/Boards/Corporations as per Order No. Admn/2/265/Vol-II/2791 Dated: 08.10.2015 & related subsequent empanelment orders of E&IT Department, Government of Haryana.

### 1.2 General Eligibility Criteria for Bidders

This invitation for bids is open to all Companies/Agencies empanelled (under Group I and Group II only) for Software Development & its Implementation for State Govt. Departments/Boards/Corporations as per Order No. Admn/2/265/Vol-II/2791 Dated: 08.10.2015 & related subsequent empanelment orders of E&IT Department, Government of Haryana. Any other Companies/Agencies are not eligible to participate in the bidding process and shall be liable for rejection.

Formation of consortium for this project in all the respective stages is NOT allowed. Moreover, subletting/subcontracting of any work related to this TOR is not allowed. In case the Department finds that the selected bidder has subcontracted the work, it will lead to immediately termination of contract. Bidder would be completely responsible to Department for discharging of all responsibilities related to the bid finalization and implementation of project (if selected as the 'System Partner').

### 1.3 Bidder Inquiries and Department Responses

All enquiries related to this TOR must be directed in writing exclusively to the address as mentioned in the Data Sheet. The mode of delivering written queries would be in hardcopy on bidder's letter head or through email at the following email addresses:

[TORFORITSOLUTION@GMAIL.COM](mailto:TORFORITSOLUTION@GMAIL.COM) with Cc to [VEENUS.NATHALIA@GMAIL.COM](mailto:VEENUS.NATHALIA@GMAIL.COM) and [VEENUS.NATHALIA@NIC.IN](mailto:VEENUS.NATHALIA@NIC.IN)

The bidder (s) shall have to mandatorily submit their bid queries in the following format only:

S. No.	Company Name	TOR Section No.	Para No.	Page No.	TOR existing Clause	Bidder Queries	Remarks (If any)
1							
2							
n...							

Department will endeavor to provide a timely response to all received enquiries and would provide information to the extent it is currently available to the best of the knowledge. However, any queries received after the prescribed timelines or not in the above format shall not be accepted or entertained.

#### 1.4 Supplemental Information to the TOR

If Department deems it appropriate to revise any part of this TOR or to issue additional information to clarify any section of this TOR, it may issue supplements/ amendments/addendums/corrigendum etc. to this TOR. All such supplements/amendments/ addendums/corrigendum etc. shall be communicated to the respective empanelled Companies/ Agencies through the website only. All such supplements/amendments/addendums/corrigendum etc. shall be a part of this TOR and the bidders shall ensure to submit their proposals accordingly.

#### 1.5 TOR Format

This TOR provides Bid process and includes the scope of work for the bidder with regards to the Selection of System Partner for Study, Design, Development, Implementation and Operation & Maintenance of IT Solution for Development and Panchayats Department and Rural Development Department, Haryana to facilitate Department in determining bidder's suitability as the proposed solution provider for the requirements outlined in this TOR. The bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating bidder's suitability to become the proposed solution provider for the requirements outlined in this TOR.

#### 1.6 Proposal Preparation Costs

The bidder will be responsible for all costs incurred in connection with the participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation of bid, providing any additional information required by Department to facilitate the evaluation process, and all such activities related to the TOR process. This TOR does not bind Department to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award.

#### 1.7 Instructions to Bidders on Tendering Process

Bidder (authorized signatory) shall submit its offer in hard copy formats. The Department will not be responsible for delay in submission due to any reason. For this, bidders are requested to submit the complete bid proposal well advance so as to avoid any unforeseen problems.

The response to the TOR should reach the following address:

The Director, Development and Panchayats Department,  
Haryana Panchayat Bhawan,  
Plot No. 3, Sector-28, Madhya Marg,  
Chandigarh - 160028

Please note that index/contents page in the technical bid should be attached along with the flags, failing which the technical bid may not be considered for technical evaluation.

Response to TOR will be in three parts, as per following:

Part-1: General Information & Compliance to Instructions to Bidder in the format as specified in Annexure 1 of this document.

Part-2: Technical bid in the format as specified in Annexure 2 of this document.

Part-3: Commercial Bid in the format as specified in Annexure 3 of this document.

### 1.8 Department Right to Terminate the Process

- i. Department may terminate the bidding process at any time without assigning any reason. Department makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- ii. This TOR does not constitute an offer by Department.
- iii. Department may invite the bidder for further discussions and negotiation towards the process of selection. The commencement of such negotiations does not, however, signify a commitment by Department to execute a contract or to continue negotiations. Department may terminate negotiations at any time without assigning any reason.

### 1.9 Venue and Deadline for submission of bids

- i. Proposals must be submitted in the Department office as per the details mentioned in Data Sheet of this TOR.
- ii. Last Date & Time of submission: As per the Data Sheet table.
- iii. Department may, at its discretion, extend the deadline for submission of proposal in which case all rights and obligations of the proposed project and the bidders will thereafter be subject to the deadline as extended.

### 1.10 Late bids

Bids received after the due date and the specified time for any reason whatsoever, shall automatically stand rejected.

### 1.11 General Guidelines for bid opening

- i. Bids will have to be submitted in two parts (technical and financial) as indicated in the TOR. There will be two bid-opening events (i) for the Technical Bids and (ii) for the Commercial bids.
- ii. Every page of the Bid (Technical & Commercial Bid) Document submitted needs to be clearly stamped & duly signed by the authorized signatory of the bidder.
- iii. Department will open the Technical bids and list them for further evaluation. The 'Commercial Bid' shall not be opened until the evaluation of the Technical bids is complete.
- iv. All the bidders will be invited during the opening of commercial bids. However, if there is no representative of the bidder, Department may still go ahead and open the bids.

## 1.12 Bid Opening

The venue for the opening of bids is given below:

The Director,

Development and Panchayats Department

Haryana Panchayat Bhawan, Plot no 3, Sector 28, Madhya Marg, Chandigarh-160028

\* Department reserves the right at all times to postpone or cancel a scheduled Tender opening.

## 2 SCOPE OF WORK

### 2.1 About the Project

The Department has envisaged a vision to introduce and strengthen e-Governance in Panchayati Raj Institutions (PRIs) across the State and build associated capacities of the PRIs for effective adoption of the e-Governance initiative. It aims at the internal computerization of all the Panchayats and its processes to make effective use of Information and Communication Technology (ICT) in various activities related to Panchayats. The fundamental focus of the Department is to minimize the manual way of working by leveraging ICT and to bring in efficiency and transparency in the existing processes/services. The Department aims to shift from Governance to e-Governance and m-Governance.

In order to achieve the vision and objective, the Department has prepared the TOR for 'Selection of HARTRON Empanelled Company/Agency for Study, Design, Development, Implementation and Operation & Maintenance of IT Solution for Development and Panchayats Department and Rural Development Department, Haryana'.

### 2.2 Broad Functional Requirements of the Project

- a) The system partner would require to understand the current situation and prepare a list of all the tied and untied schemes that are being implemented by the Department.
- b) Design a solution blue print of a web based monitoring mechanism for effective implementation of schemes mentioned in above point. Further, design, develop and implement an online software application, dashboard and mobile application based on the approval of blue print by the Department. The software application shall not just act as work monitoring system (i.e. monitoring physical and financial progress of the developmental works) for the Department but it shall have in-built checks and balances to prevent duplication of records of developmental works, generate unique IDs to developmental works, and geo-tagging of photographs to be captured at various work stages through the mobile app. Further, it shall be capable to generate completion certificate and utilization certificate as per the templates finalized after discussion and approval by the Department.
- c) Defining parameters and preparing report formats for monitoring of various schemes.
- d) Periodic generation of MIS reports in terms of financial progress, physical progress on schemes, district/block/panchayat level implementation, and targets set v/s actual etc.
- e) Data analysis of schemes for assessing the progress and quality of implementation of the scheme and suggestions / recommendations / improvements in rectifying the shortfalls for better management of the scheme implementation.
- f) Any other activities/task in connection with the detailed level scope of work mentioned in the TOR.



## 2.3 Detailed Functional Requirement of the Project

### 2.3.1 Design, Develop, Implement and Maintenance of the Online Dashboard

The CORE dashboard project is aimed at development of a comprehensive web based interactive dashboard. It is to roll out key performance indicators of all Schemes/ Programs of Development and Panchayats Department and Rural Development Department, Haryana's requirements in the form of Statistics and Reports and tabulation and Analytics platform which will help them to take policy decisions and make Departments works to be more effective. The system would be built for the visualization for the users of the department.

The bidder/ system partner would design, develop and perform the operation and maintenance of a complete online Dashboard which is not limited to reflect the physical progress (no. of works ongoing/completed out of total works undertaken) and financial progress (total expenditure against the funds transferred from State HQ) of various schemes implemented by Development and Panchayats Department but to display results based on other parameters (like delay report, assets created, top and worst performers) as decided/requested by the Department.

Apart from above, the system partner shall develop APIs or any other electronic mode in order to fetch data related to all schemes under Rural Development Department from their online MIS portals in order to represent the consolidated data/information on the online dashboard. For this purpose, the system partner shall coordinate with both the above-mentioned Departments and take the consensus of the template prepared for online dashboard.

In addition, the system partner shall prepare the case study in form of audio visuals like documentaries/animations etc. for top 20 Gram Panchayats on basis of their performance evaluated by the online software application, which shall be showcased on the online Dashboard.

Key Features of the Dashboard:

- It is proposed that dashboard would be capable of providing functionality for visualization and instant data driven decision making:
- Enable data driven decision making that provide holistic understanding of the department's functionality.
- Should display the department's key performance indicators that can be monitored at least as a measure, its value, its target, visual indication of the status, relevant scales and ratios, progress over time and geographic mapping where applicable.
- Tools such as filtering and drill-down can be used in dashboard; department's key performance indicators actions which also include lag and lead performances district/block/village wise etc.
- Aggregation of data from numerous internal and approved external sources to provide contextualized understanding of key issues
- The dashboard can be accessed by the Departmental HoDs/Officials to monitor effectively and take necessary actions if needed.
- The data gets automatically updated without any assistance from the user. The Dashboard data gets

updated on a daily basis.

- Implement filter in the reports and customize search results to find exactly what department want for “predicative analytics to enable decision making + prescriptive analytics to streamline and improve efficiencies and effectiveness” .

#### Connecting to Data:

- Connecting to multiple data sources such as MSSQL, MYSQL, Any Web Services, APIs, Web Links and Excel spreadsheets, etc.
- In case of data transmission through APIs, both source and destination needs to be authenticated through secure APIs only. Moreover, in case of offline mode, the services shall not be get affected. The data shall automatically get synchronized when connectivity resumes.
- Functional ability to connect various source level data (beneficiary, gram panchayat, etc.) across multiple databases and transaction types
- Triangulation of data from multiple sources for data validation, verification and enrichment
- User Management: The admin should be able to manage the overall content of the dashboard and also should have the option to edit/ delete contents. The administrator should be able to create users as per the requirement and assign necessary permissions to define/manage data such as definition of KPIs, goals/targets, privacy settings, alerts, permissions.
- Drill- down reports can be enabled with Web Links which can redirect to the respective department websites

#### Dashboard Design:

- Creating Summary, Scheme KPIs, District and Geographic Dashboards
- The numbers and visualizations shall indicate the situation and shall be easy to read and intuitive to understand. The design should be visually appealing, have a unified look and feel and provide easy navigation throughout. This may include:
  - Analytics: In form of graphs, bar/3-D bar with multiple lines, pie/3-D pie, line, scatter, time series.
  - Mapping: heat, bubble, animated bubble, choropleth map, tile, multi-layered
- Color coding to be used for high priority / flagship projects, welfare, central or external supported projects and to showcase important data.
- Filtering and selection capabilities can be easily added to reports with common action elements such as drop-down/combination boxes, check boxes and sliders
- Application of data manipulation tools such as ranking, calculations, formulas and display rules
- Drill down functionality to source level data
- Dynamic Search and to find data instantly. Dashboard should have a simple and standardized search function with various attributes to choose from. Sub-searches should also be available based upon various filters.
- The dashboard should be developed as Responsive supported on major hardware platforms such as PC,

Mobile, PDAs etc. The solution should automatically render a mobile view when opened on a mobile device.

- The dashboard needs to be integrated with the website suggested by Department.
- The dashboard needs to be integrated with APIs or any other electronic mode (developed by the System Integrator) in order to fetch data related to all schemes under Rural Development Department from their online MIS portals in order to represent the consolidated data/information on the online dashboard.
- Geo-clustering and geo-querying capability to identify focus areas and areas that require improvement instantaneously
- Data should be print friendly and user should be able to share the desired data via email, social media channels etc.
- Optimizing for printing and exporting to a digital document format such as Word, Excel or PDF

Strategic planning features:

- Visualization for monitoring the various KPIs across the departments with presentation of variations.
- Visualization techniques and framework to empower users/ decision makers to appreciate the reports quickly and take educated decisions
- Support decision making for allocation or re-allocation of resource to achieve the goals
- A GIS / map based view to compare between districts / blocks/ panchayats for various indicators
- Provision to create Custom queries to represent the data on a State /district / blocks/ panchayats map
- Provision to have a Timeline view to see progress after every week / fortnight/ month/ year

### 2.3.2 New Modules to be developed

The bidder/system partner shall develop a comprehensive end to end work monitoring system to monitor the physical and financial progress of the schemes implemented by Development and Panchayats Department. Following are the indicative features to cover the functionality/requirements as given in the scope of work:

1. Approvals: The first step to start with is the approval management.

a. Technical Approval

The executive engineer will have the authority to create Technical approval. For this there will be a Technical Approval Form where entry of all the required information would be done. The submission of this form will be considered as Technical approval by Executive Engineer. After submission, the technical approval will be sent to the concerned administrative authority.

b. Administrative Approval

All the technical approved forms will be available in the bucket of concerned administrative authority for administrative approval. The State HQ administrative personnel will have the authority to grant administrative approval which will act as issue of sanction of funds. The action will raise a request to Account section for release of funds.

2. Financial Monitoring

a. Release of Fund

After the administrative approval, the request will be directed to Account section for the allocate/reject of fund as requested.

3. Work Execution

After allocation of funds, the user will be allowed to start the work.

a. Initialize Project

This will be a one-time process where user will add the required details of the project. It consists of the work to be executed as a whole. The user will have a popup that will ask for the necessary information that will be required in the next levels of work execution.

b. Physical Progress

After the completion of work initialization, now the user will have to enter the physical work to be done in various stages called physical stages of development work. The stages of physical work will depend on the category of work which is predefined. Once the work is completed, system will be capable of generating completion certificate.

c. Financial Progress

On the basis of physical progress, financial progress will also be captured for tracking the real time progress. User will feed the details of expenditure met out from the funds allocated by the Department. Accordingly, system will be capable of generating utilization certificate.

4. Reports

User would capture the Photographs of development work along with coordinates of the site for the real time progress i.e. geo-tagging would be done with the help of mobile application, which will be integrated with the software application to exchange the relevant data and highlight the results on dashboards and MIS reports, wherever applicable. There would be a provision in the online software to display the geo-tagged images on google map, which would be showcased on the online dashboard.

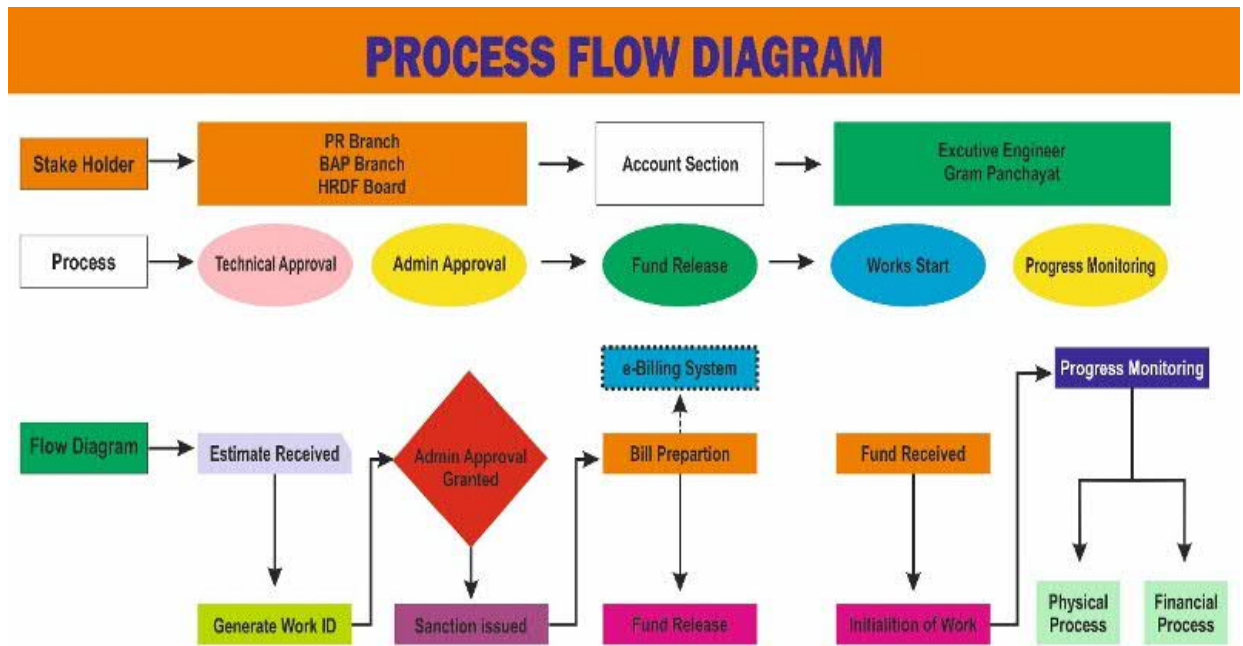
5. Log

A complete log will be available to all the concerned users, authorities and HoDs.

6. Notification

This will be a background process that will automatically notify all the concerned authorities about the approvals as well as progress of physical work and financial work via SMS through the SMS gateway.

The envisaged process flow diagram is shown below for reference only:



### 2.3.3 Design, Development and Implementation of Mobile Application

The System Partner shall develop an Android based and iOS based citizen centric mobile application having following capabilities:

- Capable to provide access to the registered users to do the data entry related to physical and financial progress of the developmental works through the mobile app.
- Option to capture photos/images and geo-tag it.
- Capable to provide Fingerprint/ Biometric Single Sign On (SSO) solution to the user i.e. user can use his/her fingerprint to access the mobile application.
- Capable to provide support for push notifications, alerts and flash messages.
- Mobile app to be integrated with the software application and dashboard developed by the System Partner i.e. it shall be capable to exchange the data and push the results on dashboard and MIS reports.
- View/download reports generated through it.

Key Features of the Mobile App:

- Simplified user interface: Whatever the usefulness is - the more straight forward it's conveyed, the better for you. Hence, the content should be accessed to in the least complex way that is available.
- Android and iOS: These are two platforms on which the mobile app needs to be developed.
- Good Performance: Speed of loading mustn't keep users holding up. In any case, issues, for example, this, are generally checked by quality affirmation, which is a piece of software development.
- Security: This issue is crucial to numerous applications. It is one of the primary themes of examination in the middle of Department and System Partner. There shall be no leak of the users' private data.

- Offline work: Normally, there are applications that should completely depend in its primary capacities on Internet connection. There can be features that are desirable over be kept for on the web. Hence, the System Partner shall ensure the application can work in offline mode.
- Support and upgrades: It is important that the System Partner shall further upgrade the mobile application with fixes and new elements if there should arise an occurrence of need of the Department.
- Feedback: In this case, the user shall have the option to Let rate and write reviews for the mobile application. Further, the System Partner shall ensure to review the feedback and revert/ fix the bugs on timely basis.
- Personalization options, in case it's possible: Personalization is certainly cherished by everybody. The System Partner shall do the Adaptable settings, text styles, hues and sizes are a victor, with regards to the Department's requirements.
- Social media integration: The mobile application shall be integrated with Social media platform to share the relevant data.
- Other Features:
  - The application should support bi-lingual interface (Hindi and English).
  - The mobile app need to alert the user to download the latest version, which ever available.
  - The mobile applications should work in all networks irrespective of mobile device make and model.
  - The mobile app should access Geo-location information in case the mobile device supports it and should be able to geo-tag the captured images.
  - While developing mobile application, the selected agency should give preference to the Native Environment (e.g.: SDK android development Kit and iOS SDK). No open source tools shall be used.
  - Mobile Apps must adjust itself automatically as per the screen resolution of the Mobile i.e. 1024\*768, 1200\*800 etc. Resolution independent Mobile App will automatically expand/compress itself as per the screen resolution and hence there should not be any vertical scroll in the Mobile Apps structure.
  - Menus and submenus should be created based on the page-tree as pages are added and subtracted. These should be styled entirely through Cascading Style Sheets (CSS) and stored in database.
  - Administrators should have access to one log in the backend or individual logs of each page where user can view from which ever place the Mobile App is viewed with daily reports.
  - An administrator can grant as little or as much control to content editors or groups as needed to other controlling accounts to the Mobile App, which means if a user has to update any section in Mobile Apps, for example Reports section, then user can modify only Reports section. All other sections should appear disabled to that user.
  - All aspects of the core functionality should be styled on the Mobile Apps. Most extensions should be styled through CSS.

### 2.3.4 Schemes to be Developed/Integrated in the IT Solution

All the schemes being implemented by Development and Panchayats Department, Rural Development Department and HRDFA Board as listed in the table below shall be either developed or integrated by the Bidder/System Partner for developing the IT Solution for the Department:

S. No.	Entity	Schemes	Type of Scheme	Type of fund	Projects	Data Source	Reports
1	Development and Panchayats department	Financial Assistance to Panchayati Raj Institutions (PRIs) out of Surcharge on VAT	State	Tied	<ul style="list-style-type: none"> <li>Construction of Streets and drains</li> </ul>	<ul style="list-style-type: none"> <li>Work monitoring system to be developed</li> </ul>	District-wise, Constituency wise, block-wise, Gram Panchayat/ village-wise, work/ project-wise, scheme-wise etc. following dynamic reports: <ul style="list-style-type: none"> <li>Physical progress along with geo-tagged and time stamped photographs</li> <li>Financial progress</li> <li>Fund Sanction and Utilization</li> </ul>
		Scheme for Special Development Works in Rural Villages on the recommendation of State	State	Tied	<ul style="list-style-type: none"> <li>Construction of Streets and drains</li> </ul>	<ul style="list-style-type: none"> <li>Work monitoring system to be developed</li> </ul>	
		Financial Assistance to Panchayati Raj Institutions on the recommendation of State Finance Commission	State	Untied	<ul style="list-style-type: none"> <li>Construction of Streets and drains</li> <li>Construction of community asset</li> </ul>	<ul style="list-style-type: none"> <li>Work monitoring system to be developed</li> </ul>	
		Haryana Gramin Vikas Yojana	State	Tied	<ul style="list-style-type: none"> <li>Construction of Streets and drains</li> <li>Construction of community asset etc.</li> <li>Construction of Gram Gaurav Patt</li> <li>Construction of Park-cum-Vyamshala</li> </ul>	<ul style="list-style-type: none"> <li>Work monitoring system to be developed</li> </ul>	

Selection of System Partner for Study, Design, Development, Implementation and Operation & Maintenance of IT Solution for Development and Panchayats Department and Rural Development Department, Haryana

S. No.	Entity	Schemes	Type of Scheme	Type of fund	Projects	Data Source	Reports
		Scheme for Swaran Jayanti Maha Gram Vikas Yojana	State	Tied	<ul style="list-style-type: none"> <li>Construction of sewerage system</li> </ul>	<ul style="list-style-type: none"> <li>Work monitoring system to be developed</li> <li></li> </ul>	
		New Construction/ Renovation/ Repair of Block Office Buildings including Panchayats/ Zila Parishad; State Panchayat Bhawan, Directorate Office and Gram Sachivalayas	State	Tied	<ul style="list-style-type: none"> <li>New Construction/ Renovation/ Repair of Block Office Buildings</li> <li>New Construction/ Renovation/ Repair of Zila Parishad building</li> <li>Construction of Gram Sachivalaya</li> <li>New Construction/ Renovation/ Repair of State Panchayat Bhawan, Directorate Office.</li> </ul>	<ul style="list-style-type: none"> <li>Work monitoring system to be developed</li> </ul>	
		Mahatma Gandhi Gramin Basti Yojna	State	Tied	<ul style="list-style-type: none"> <li>Construction of streets</li> <li>Erection of electricity poles</li> <li>Providing drinking water supply</li> </ul>	<ul style="list-style-type: none"> <li>Work monitoring system to be developed</li> </ul>	
		Construction/Repair of building of Govt. Ayurvedic/ Unani/ Homoeopathic Dispensaries	State	Tied	<ul style="list-style-type: none"> <li>Construction/Repair of building of Govt. Ayurvedic/ Unani/ Homoeopathic Dispensaries</li> </ul>	<ul style="list-style-type: none"> <li>Work monitoring system to be developed</li> </ul>	
		Construction of Anganwadi Centres	State	Tied	<ul style="list-style-type: none"> <li>Construction of Anganwadi Centres</li> </ul>	<ul style="list-style-type: none"> <li>Work monitoring system to be developed</li> </ul>	



Selection of System Partner for Study, Design, Development, Implementation and Operation & Maintenance of IT Solution for Development and Panchayats Department and Rural Development Department, Haryana

S. No.	Entity	Schemes	Type of Scheme	Type of fund	Projects	Data Source	Reports
		Deen Bandhu Haryana Gram Uday Yojana	State	Tied	<ul style="list-style-type: none"> <li>Construction of Anganwadi Centres</li> <li>Construction of Veterinary Hospitals etc.</li> </ul>	<ul style="list-style-type: none"> <li>Work monitoring system to be developed</li> </ul>	
		Fourteenth Finance Commission	Centre	Untied	<ul style="list-style-type: none"> <li>Construction of Streets and drains</li> <li>Construction of community asset etc.</li> </ul>	<ul style="list-style-type: none"> <li>APIs to be developed for data transfer from Ministry website</li> </ul>	
		Swachh Bharat Mission- Gramin	Centre	Tied	<ul style="list-style-type: none"> <li>Construction of toilets</li> <li>Construction of Solid waste management system</li> <li>Construction of Liquid Waste Management system</li> </ul>	<ul style="list-style-type: none"> <li>APIs to be developed for data transfer from Ministry website</li> </ul>	
		Loan to villages Panchayat for revenue earning scheme	State	Tied	<ul style="list-style-type: none"> <li>Construction of shops etc.</li> </ul>	<ul style="list-style-type: none"> <li>Work monitoring system to be developed</li> </ul>	
		Shiv Dham Navikaran Yojana	State	CSR	<ul style="list-style-type: none"> <li>Construction of boundary wall, shed and approach road</li> <li>Providing Drinking Water Facility</li> </ul>	<ul style="list-style-type: none"> <li>Work monitoring system to be developed</li> </ul>	
2	Haryana Rural Development Fund Agency	HRDF Funds		Tied	<ul style="list-style-type: none"> <li>Construction of streets and drains</li> <li>Construction of Choupal</li> <li>Construction of Rural Sports Stadia</li> <li>Funds for CM announcements</li> </ul>	<ul style="list-style-type: none"> <li>Work monitoring system to be developed</li> </ul>	

Selection of System Partner for Study, Design, Development, Implementation and Operation & Maintenance of IT Solution for Development and Panchayats Department and Rural Development Department, Haryana

S. No.	Entity	Schemes	Type of Scheme	Type of fund	Projects	Data Source	Reports
3	Rural Development Department	Mahatma Gandhi National Rural Employment Guarantee Scheme (MGNREGA)	Centre	Tied	<ul style="list-style-type: none"> <li>Public works</li> <li>Individual assets for vulnerable sections</li> <li>Common Infrastructure for NRLM Compliant Self Help Groups</li> <li>Rural infrastructure</li> </ul>	<ul style="list-style-type: none"> <li>APIs to be developed for data transfer from Ministry website</li> </ul>	<ul style="list-style-type: none"> <li>All types of Monitoring reports available on the Ministry's website</li> </ul>
		Pradhan Mantri Gramin Awaas Yojana (PMGAY)	Centre	Tied	<ul style="list-style-type: none"> <li>Provide shelter to rural poor</li> </ul>	<ul style="list-style-type: none"> <li>APIs to be developed for data transfer from Ministry website</li> </ul>	<ul style="list-style-type: none"> <li>All types of Monitoring reports available on the Ministry's website</li> </ul>
		Integrated Watershed Management Programme (IWMP)	Centre	Tied	<ul style="list-style-type: none"> <li>Watershed projects to conserve water, recharging of water table, production of enhancement and to create livelihood opportunities.</li> </ul>	<ul style="list-style-type: none"> <li>APIs to be developed for data transfer from Ministry website</li> </ul>	<ul style="list-style-type: none"> <li>All types of Monitoring reports available on the Ministry's website</li> </ul>
		Members of Parliament Local Area Development Scheme (MPLADS)	Centre	Discretionary	<ul style="list-style-type: none"> <li>Development works</li> </ul>	<ul style="list-style-type: none"> <li>APIs to be developed for data transfer from Ministry website</li> </ul>	<ul style="list-style-type: none"> <li>All types of Monitoring reports</li> </ul>
		Sansad Adarsh Gram Yojana (SAGY)	Centre	Discretionary	<ul style="list-style-type: none"> <li>Development works as per village development plan</li> </ul>	<ul style="list-style-type: none"> <li>APIs to be developed for data transfer from Ministry website</li> </ul>	<ul style="list-style-type: none"> <li>All types of Monitoring reports available on the Ministry's website</li> </ul>
		Vidhayak Gram Adarsh Yojana (VAGY)	State	Discretionary	<ul style="list-style-type: none"> <li>Development works as per village development</li> </ul>	<ul style="list-style-type: none"> <li>APIs to be developed for</li> </ul>	<ul style="list-style-type: none"> <li>All types of Monitoring</li> </ul>

Selection of System Partner for Study, Design, Development, Implementation and Operation & Maintenance of IT Solution for Development and Panchayats Department and Rural Development Department, Haryana

S. No.	Entity	Schemes	Type of Scheme	Type of fund	Projects	Data Source	Reports
					plan	data transfer from Ministry website	reports available in existing web application
		Swa-Prerit Adarsh Gram Yojana (SPAGY)	State	Discretionary	<ul style="list-style-type: none"> <li>Development works</li> </ul>	<ul style="list-style-type: none"> <li>APIs to be developed for data transfer from Ministry website</li> </ul>	<ul style="list-style-type: none"> <li>All types of Monitoring reports</li> </ul>
		Pradhan Mantri Adarsh Gram Yojana (PMAGY)	Centre	Tied	<ul style="list-style-type: none"> <li>Integrated development of 12 villages of Palwal and Faridabad districts in the State into "model villages"</li> </ul>	<ul style="list-style-type: none"> <li>APIs to be developed for data transfer from Ministry website</li> </ul>	<ul style="list-style-type: none"> <li>All types of Monitoring reports available on the Ministry's website</li> </ul>
		Shyama Prasad Mukherji Rurban Mission (SPMRM)	Centre	Tied	<ul style="list-style-type: none"> <li>Developing clusters by provisioning of economic activities, developing skills and local entrepreneurship and providing infrastructure amenities.</li> </ul>	<ul style="list-style-type: none"> <li>APIs to be developed for data transfer from Ministry website</li> </ul>	<ul style="list-style-type: none"> <li>All types of Monitoring reports available on the Ministry's website</li> </ul>

Note: In case of non-availability of online portal/website for any scheme as listed above, the bidder may develop a software module instead of APIs in order to monitor the progress of projects undertaken by those schemes and it will be a part of the IT solution being designed and developed by the bidder/system partner.

### 2.3.5 Additional Services to be provided by System Partner

- Setting up of Helpdesk: The Department is planning to have a common helpdesk facility for the convenience of the users/public/citizens of State by answering their general/technical queries. The System Partner would deploy two operators with required hardware (like computer, UPS etc.) and software (having functionality of ticketing system) to run the helpdesk in an efficient manner. However, the Department shall provide the sitting space and non-IT infrastructure like internet connectivity, phone line, LAN printer etc. to the Helpdesk operators. It shall be established as platform for technical support and resolution. The help desk is expected to work on outsourcing model to be set up by the Bidder at the State HQ of the Department at Chandigarh and shall be operational from 09:00 to 06:00 PM for all the six days in a week (including on Holidays/Sundays also) for a period of 1 year after Go-live. The minimum activities to be performed by the System Partner will be mentioned as below but are not limited to:
  - Resolution of any bugs and issues including bug fixing, improvements in presentation and/or functionality.
  - Provide the latest updates, patches / fixes, version upgrades relevant for the entire software /IT components.
  - Software version control and software documentation management reflecting features and functionality of the solution.
  - Installation of the necessary patches and application upgrades.
  - Any additional work proposed by the Department.
- Integration with:
  - SMS Gateway: The online software application shall be integrated with SMS gateway in order to notify the involved stakeholders.
  - Social Media Platform: The online dashboard and mobile application shall be integrated with Social media platform to share the relevant data.

### 2.3.6 Training to the Stakeholders

The bidder shall conduct training sessions on the online software and mobile application for all the stakeholders related to the Department. The bidder shall also prepare Computer Based Tutorials (CBTs)/ digital learning/ innovative learning solution on the basis of software application and mobile application prepared by the bidder, which shall facilitate the Department Officials for understanding the workflow of the software and mobile application. For more details, please refer section 12.12 of this document.

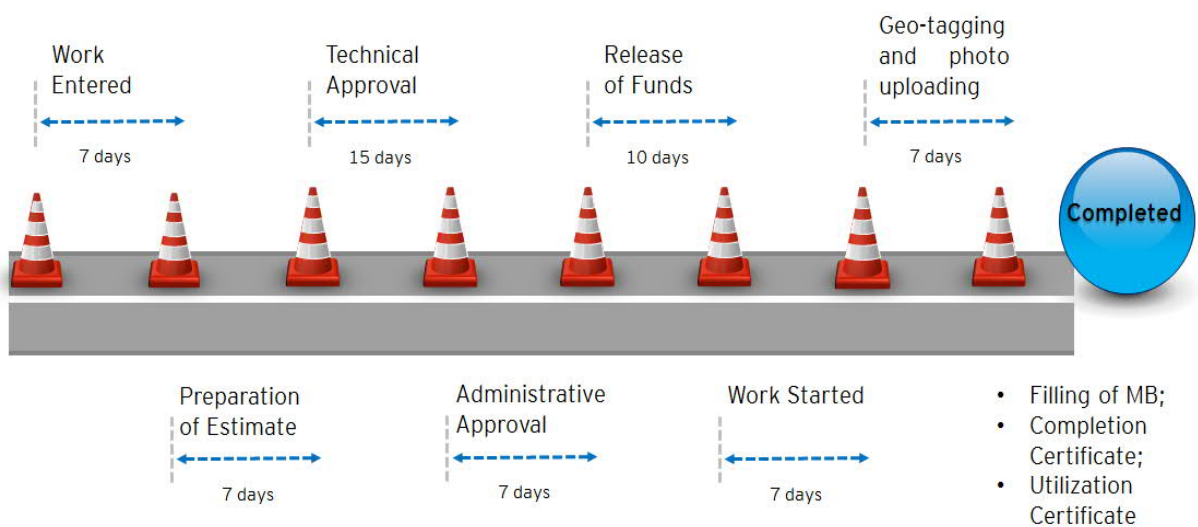
### 2.3.7 Generation of MIS Reports

The following report are required to be generated by the online software application for implementation and monitoring of various schemes implemented by the Department in the State of Haryana. Tentative list of MIS reports are mentioned below:

- Detailed Fund Monitoring Report
- Detail Work Status Report

- Infrastructure Creation Report
- Technical and Administrative Approval Report
- Geo-tagging report (showing images uploaded and location of asset on google map)
- Work Completion Report
- Fund Utilization Report (UCs)
- Officer-specific report (as per requirement)
- Scheme Wise Physical and Financial Progress Report
- Constituency wise Financial/Physical Performance Report (for a particular Scheme)
- Gram Sachiv wise/J.E.'s circle wise Financial/Physical Performance Report
- Executing Agency wise Financial/Physical Performance Report (Cumulative)
- Non-performance/Delay Report

The Non-performance/Delay report shall be auto generated by the online software application based on the timelines approved by the Department. The below figure shows the tentative timelines to generate the delay report:



The system shall be capable to auto trigger this report and send notifications to the concerned stakeholders. The same shall also be reflected on the online dashboard and its status shall change from red to green color on basis of completion only.

### 2.3.8 Operation and Maintenance

The System Partner will be required to operate and maintain the complete end to end IT Solution (that includes software application, mobile application, Dashboard and MIS reports) for a period of three (3) years after Successful implementation / date of final Go-Live of the IT Solution. The various activities to be performed by the System Partner (SP) during this phase is mentioned in section 2.4.7 i.e. Phase-7: Operation and Maintenance of the entire IT Solution.

### 2.3.9 Preferred Technology and Standards

The system should be developed using following proposed technology as per Ministry of Electronics and Information Technology (MeitY) Guidelines:

- Frontend: MS .Net Framework 2012 or whichever is latest;
- Backend: MS SQL Server 2012 with reporting services or whichever is latest;
- Mobile App: Android Software Development Kit (SDK) and iOS SDK Platform;

Standards: The application needs to be compliant with all Gov standards for IT applications, etc. as applicable.

Please Note: The Functional requirements for the project have been indicatively listed in above sections & shall not be treated as an exhaustive list of activities.

However, it is the total responsibility of the System Partner to analyze in details the complete Functional requirements that should be required in Complete IT Solution for the Department as well as other requirements of various statutory & regulatory authorities. These are to be finalized during system study phase & documented in detail in the comprehensive Functional Requirement Specifications (FRS) and System Requirement Specifications (SRS) documents to be prepared & submitted by the System Partner.

## 2.4 Approach to Project Implementation

Seeing the complexity and the stakes involved, a phased project implementation approach has been adopted by Department for implementation of end to end IT Solution.

The complete activities have been planned under various phases as given below:

- 1) Phase-1: Detailed Functional Requirement study, System Requirements Study and System Design.
- 2) Phase-2: Design, Development, implementation, configuration, integration and software testing of IT Solution.
- 3) Phase-3: Supporting User Acceptance Testing of the IT Solution.
- 4) Phase-4: Deployment of required infrastructure for Operationalization of IT Solution.
- 5) Phase-5: Training to staff members of Department as well as other stakeholders for effective use of the system.
- 6) Phase-6: Go-Live of IT Solution.
- 7) Phase-7: Operation and Maintenance of the entire IT Solution.

The indicative list of activities to be performed by SP in each of the above phase has been mentioned in the sections below but shall not be treated as an exhaustive list of activities. It is the entire responsibility of the System Partner to perform all the requisite activities required for successful implementation of end to end IT Solution in Department.

#### 2.4.1 Phase 1: Detailed Functional Requirement study, System Requirements Study and System Design

The various activities to be performed by the System Partner during this phase will be mentioned as below but are not limited to:

- i. The SP shall prepare & submit an Integrated Project Plan for the entire project that covers detailed tasks which are intended to be performed as part of the project along with the scope and duration of each of the activity.
- ii. The minimum indicative requirements for the proposed IT Solution in terms of broad level Functional Expectations have been provided in the Section 2.2 & 2.3 of this TOR.
- iii. However, the SP needs to go through this TOR, and shall perform its own individual assessment by consulting with Department, to obtain more details on the current scenarios & various other requirements of the project envisaged in this TOR.
- iv. The SP shall ensure to conduct a detailed Functional Requirements gathering and prepare a Functional Requirements Specifications (FRS) document. The SP shall have to get a sign-off separately for the Functional Requirements Specifications (FRS) document.
- v. The selected SP will be free to suggest re-engineered processes as per the Standard Market Practices. But any such processes will be effective only after due approval from Department.
- vi. The SP shall perform its own individual assessment, conduct comprehensive discussion with Department and subsequent analysis to ensure that each of the requirements captured during the FRS are covered in the system/software requirements analysis done as part Software Requirement Specifications (SRS) and are later captured in the IT Solution. The SP shall have to get a sign-off separately for the Software Requirement Specifications (SRS) document.
- vii. The SP shall also prepare a requirements traceability matrix (RTM) mapping the requirements specified in the FRS (signed off) with the sections dealing with those in the Software Requirement Specifications (SRS).
- viii. The SP shall have to ensure that both the Functional Requirements Specifications (FRS) document as well as Software Requirement Specifications (SRS) document for IT Solution, shall detail the requirements of the complete solution up to the last possible detail.
- ix. The SP shall prepare & submit a comprehensive Systems design documents for the IT Solution based on the FRS & SRS document signed off from Department. This design should include Solution Architecture/Designing, user interface designs, API's being used Database designing, Application Software development, Security planning; Hardware Sizing; Bandwidth Utilization, Software / Hardware Deployment Model, etc. for the IT Solution.
- x. The SP shall be entirely responsible for the architecture of the system implemented to satisfy all features, functions, performance and especially the security of the IT Solution & shall ensure that the Systems design documents should adhere to the industry wide best practices.

- xi. During the system design, the SP shall make necessary provisions for management reports (if any), dashboards, business intelligence tools for report extraction etc., SMS gateway and Data migration in line with the expectations from IT Solution provided in the functional requirements. It is very important that the IT Solution should be able to support all latest common browsers (like Internet explorer, Mozilla, Chrome etc.).
- xii. The SP shall ensure that the IT Solution would also require the use of unique user IDs and passwords for authentication purposes and OTP's as applicable.
- xiii. The SP shall have to get a sign-off separately for the Systems design documents from Department.

#### 2.4.2 Phase-2: Design, Development, implementation, configuration, integration and software testing of IT Solution

The various activities to be performed by the System Partner during this phase will be mentioned as below but are not limited to:

- i. The SP shall deploy a dedicated team experienced in development, configuration, customization, integration and testing, implementation, deployment of the proposed IT Solution for Department.
- ii. The SP shall perform the IT solution development/configuration based on the Functional & Software requirement specifications and solution design finalized thereof. The development/configuration process should ensure that the standards specified during the design phase are adhered to during the entire cycle. A standard methodology shall be adopted for Software Engineering, covering the entire SDLC (Software Development Life Cycle).
- iii. The SP shall update the Requirement Traceability Matrix (RTM) mapping the software components developed or deployed with the requirements specified as part of the FRS/SRS.
- iv. The development of the IT Solution for the Department should be performed at the premises of the SP for which the SP should have the following minimum supporting infrastructure in their premises -
  - a) Application Staging Server
  - b) Database Staging Server
  - c) Version control & management server
  - d) Build Server
  - e) Developer Machines
- v. The SP shall design & develop the user interfaces as per the Department's requirements and implement workflows, within the application system, with well-defined business rules.
- vi. The Department/Department shall have total and exclusive Intellectual Property Rights over the source code written for developing or customizing the IT Solution for Department.



- vii. The SP must ensure that granularity is built in the IT Solution application modules, sub modules and individual functionalities so that these functionalities can be enabled or disabled through the application administrator as per requirement.
- viii. The system must possess easy-to-use user interfaces, able to perform tasks with minimum of clicks, maximum select options and provide suitable short-cuts wherever possible and guided through screens.
- ix. The SP shall ensure adherence to all relevant standards as defined, applicable and notified by Government of India (GoI)/ Information Technology ACT from time to time.
- x. The SP must ensure that any changes made to database are captured centrally and securely stored, such that the audit trails cannot be manipulated by anyone including super users and DBAs. There should also be facility to send alerts for the suspicious activities or attempts to policy violations.
- xi. The SP shall ensure the requisite software testing internally before releasing it to any user.
- xii. The System Partner would be required to provide / facilitate centralized MIS reports (if any) to meet the reporting requirements of Department. The System Partner will also ensure anytime-anywhere availability of these MIS reports.

#### 2.4.3 Phase-3: Supporting User Acceptance Testing of the IT Solution

The various activities to be performed by the System Partner during this phase will be mentioned as below but are not limited to:

- i. The SP shall provide Plans for User Acceptance Tests (UAT) and System Integration Tests (SIT) to Department and/or its designated Third Party Agency.
- ii. SP shall provide and ensure all necessary support to the Department or to any third party conducting the Acceptance Testing including sharing necessary project documentation, source code, and systems designed & developed, testing strategy, test cases developed for the project, test results etc. The SP would be required to facilitate this process and it would be incumbent upon the SP to meet all the criteria.
- iii. Department and/or its designated Third Party Agency would perform a detailed acceptance testing over the application deployed, from where the system is expected to be accessed i.e. test from the web portal.
- iv. The SP shall help the end user in performing the testing of the solution based on the test plan and criteria; document the results and shall fix the bugs found during testing.
- v. The SP shall ensure to incorporate the necessary changes in the IT Solution as many number of times till the system has been accepted by the end user.
- vi. The acceptance of application would be essential before Go-Live of IT Solution.

#### 2.4.4 Phase-4: Deployment of required infrastructure for Operationalization of IT Solution

The various activities to be performed by the System Partner during this phase will be mentioned as below but are not limited to:

- i. The SP shall have to make deployment of requisite Infrastructure in the hosting environment (limited to hosting space) provided by Department in any Government Data Center/CLOUD for Operationalization of Web Application/IT Solution.
- ii. This includes installation/configuration of required system software, SSL certificate, application software, relevant database, OS, integration tools and other requisite hardware / software's as per the BoM / licenses procured. The SSL certificate shall be enable from the date of Go-Live.
- iii. The SP shall ensure hardware configuration & complete software's installed shall in conformance to the industry standards & must adhere to prevalent data centre/Cloud policies to facilitate smooth running of the end to end IT Solution.
- iv. The SP shall also describe and document the process to be followed for installing and operating the same.
- v. The SP shall ensure the complete system testing internally and performing necessary GIGW Certification from STQC and security audits from CERT-IN empanelled vendors before making it Go-Live. The SP should adhere to the following, but not limited to:
  - a) The SP shall design the testing strategy, test cases and conduct testing of various components of the solution deployed.
  - b) The testing of IT Solution shall include all the components viz. the functional, operational, security and performance requirements of the project.
  - c) The objective of testing is to ensure that the entire system in totality, including all hardware, software and human components, which are part of this project, performs as per the objectives laid down in this RFP. The results coming out from the testing process should ensure that the objectives enshrined here are met successfully.
  - d) The SP shall have to share the testing strategy and the test cases with the Department.
  - e) The SP shall perform the testing of the solution based on the test plan and criteria; document the results and shall fix the bugs found during testing.
  - f) The SP shall also ensure necessary security audits from the State designated agency/third party, if nominated by Department in addition to mandatory GIGW compliance from STQC & yearly security audits from CERT-IN / CERT-IN empanelled vendors.
  - g) It is ultimately the entire responsibility of the SP to ensure that the end to end IT Solution delivered by the SP meets all the requirements specified in this TOR and the signed off FRS & SRS.

#### 2.4.5 Phase-5: Training to staff members of Department as well as other stakeholders for effective use of the system

The various activities to be performed by the System Partner during this phase will be mentioned as below but are not limited to:

- i. The SP shall conduct Training Needs Analysis of all the concerned staff and draw up a systematic training plan in line with the overall project plan. In addition, the assessment of technical training needs shall also be assessed and finalized in consultation with the Department. The SP shall be responsible for conducting Training as per the scope of work and as per the detailed training strategy plan.
- ii. The SP shall develop & provide relevant training materials to all members. The training pedagogy will be designed to impart hands-on experience with adequate usage of cases and scenarios to the extent feasible. The training content and material prepared by the SP shall be approved by the Department.
- iii. Training content will focus on scenarios and case studies with respect to each type of operation with the purpose of giving a realistic approach to the trainee on how to handle a particular case. Also, stress would be on giving as much hands-on experience as required to make the trainees fully conversant and able to work effortlessly on the application.
- iv. The SP must impart training to all the concerned staff members of Department & other stakeholders to make them well conversant with the functionalities, features and processes built in the new system. This is aimed to ensure smooth operations enabled through new system. In addition, trainings should also include Technical trainings for its identified developers on management of the entire solution, template designing, Patch Management, etc.
- v. The duration of training shall be finalized jointly by the SP and Department. However the period should be sufficiently long for effecting meaningful assimilation of training content by an average user.
- vi. Four rounds of trainings at each location shall be provided under this phase by the SP. The locations shall be State Training Institutes of the Department and State HQ/District HQ.
- vii. The SP should conduct trainings in the training facilities provided by the Department however, the training materials shall be provided/ arranged by the SP itself for further distribution to training members. In case of requirement for any printed training materials, the required number of copies shall be printed by Department at its own cost.
- viii. The SP shall also be responsible for re-training the above staff free of cost whenever changes are made in the application and/or personnel.
- ix. It is the responsibility of the SP to identify the exact effort required for conducting the training and quote accordingly in the commercial bid. The Department will not entertain any type of claims caused by delays or wrong estimation done by the SP.

#### 2.4.6 Phase-6: Go-Live of IT Solution

The various activities to be performed by the System Partner during this phase will be mentioned as below but are not limited to:

- i. The SP shall ensure that the complete IT Solution has successfully passed the requisite system testing & security audits for all of the components viz. the functional, operational, security and performance requirements of the project.
- ii. The SP shall ensure the usernames and passwords have been created in line with the roles & responsibilities assigned to each individual & as per workflows defined in the system
- iii. Necessary Back up & restoration procedures have been well defined & put in place.

#### 2.4.7 Phase-7: Operation and Maintenance of the entire IT Solution

The various activities to be performed by the System Partner during this phase will be mentioned as below but are not limited to:

- i. The System Partner will be required to operate and maintain the complete end to end IT Solution for a period of Three (3) years after Successful implementation / date of final Go-Live of the IT Solution.
- ii. The SP should ensure the requisite yearly security audits from CERT-IN / CERT-IN empanelled vendors and submission of audit reports / certificates to Department as well as Hosting Agency.
- iii. The SP will be required to provide the Technical Support for the applications not limited to:
  - a. Resolution of any bugs & issues including bug fixing, improvements in presentation and/or functionality.
  - b. Provide the latest updates, patches / fixes, version upgrades relevant for the application software components.
  - c. Software version control and software documentation management reflecting features and functionality of the solution.
  - d. Installation of the necessary patches and application upgrades
- iv. The SP should ensure the availability of developed MIS Reports and will have to undertake the upgrade of the MIS to meet the future requirements of the Department.
- v. To look after the application database and data security related matters and to maintain security features.
- vi. No change request shall be accepted by Department during the contract period for any upgrades as part of the technical support from SP as well as from result of any necessary amendments from statutory compliances. Only in case of significant changes to the solution by Department itself, the request for change requests shall be made to the Department. Haryana in accordance with Section 6.1 of this RFP.
- vii. Department at its discretion will also undertake an exercise for complete audit of the IT Solution through a state designated agency / third party before the Go-Live of application or at any time (as required) during the contract period. Department will have the complete rights to verify all the components of the system viz. the functional, operational, security and performance requirements etc.

- viii. SP shall coordinate with the Department and/or the nominated agency for performing the complete audit as per the need arises on applications changes or as required annually as part of statutory security audits prescribed by the Government/ IT Department from time to time. During the audit process the Department will only play the role of observer and facilitator, while the SP will be responsible for ensuring that the audit is successfully concluded and appropriate approval is received from the designated auditor. All the requisite changes as a result of audit findings have to be incorporated by the SP without any extra cost & delay.
- ix. At the end of the contract period or in the event of termination of contract, the SP is required to provide necessary handholding and transition support, handing over the entire IT Solution (including source code, program files, configuration files, setup files, project documentation etc.), addressing the queries/clarifications of new System Partner selected by Department.
- x. During the exit/transition management process, it is the responsibility of the SP to address and rectify the problems identified with the IT Solution of Department.
- xi. During the contract period, the SP shall ensure that all the documentation including policies, procedures, configuration documents, etc. are kept up to date and all such documentation is handed over to Department during the exit management process.
- xii. At its discretion the Department may also extend the contract period on mutual terms with the exiting vendor or may select the new SP for smooth running of the IT Solution

## 2.5 Indicative Deliverables

This section provides indicative deliverables to be submitted by SP; however actual deliverables will depend upon project specific requirements and will be finalized in consultation with Department. The SP will have to submit the indicative deliverable as identified below, but not limited to:

- i. Project Inception Report including Detailed Project Plan
- ii. FRS, SRS, High Level Design and Architecture Documents
- iii. Requirement Traceability Matrix
- iv. Performance Test Reports
- v. Security Test Reports
- vi. UI Usability Report
- vii. Deployment Script
- viii. Training Material and SOP
- ix. User Manuals
- x. Data Backup Process and Archival Process
- xi. Source Code
- xii. Infrastructure Design Document

- xiii. GIGW compliant certificate from STQC and yearly Security Audit certificate (Safe to Host certificate) from CERT-IN/ CERT-IN Empanelled agencies.

## 2.6 Desirable Timelines for Project Implementation

The project would need to be implemented and fully operationalise within a period of maximum of 100 days. Desired timelines for the completion of different phases of project (assuming that the engagement starts at day T (T will be the day of signing of contract) are indicative as below:

#	Name of Phase	Desired Timelines (including non-working days/ holidays)
1.	<u>Phase-1</u> : Detailed Functional Requirement study, System Requirements Study and System Design.	T + 15 Days
2.	<u>Phase-2</u> : Design, Development, implementation, configuration, integration and software testing of IT Solution	T + 45 Days
3.	<u>Phase-3</u> : Supporting User Acceptance Testing of the IT Solution	T + 60 Days
4.	<u>Phase-4</u> : Deployment of required infrastructure for Operationalization of IT Solution	T + 70 Days
5.	<u>Phase-5</u> : Training to staff members of Department as well as other stakeholders for effective use of the system.	T + 80 Days
6.	<u>Phase-6</u> : Go-Live of IT Solution	T + 100 Days
7.	<u>Phase-7</u> : Operation and Maintenance of the entire IT Solution	3 years from Date of Go-Live

Fortnightly Progress Reports (FPRs) to be submitted every fortnight indicating the activities remaining / completed as against the scheduled tasks / activities.

## 2.7 Performance Requirements (SLAs)

The purpose of this Service Level Agreement (SLA) is to clearly specify performance criteria that shall be adhered to by the bidder for the duration of the project.

#	Major Area	Parameter	Requirements	Penalty/Breach
1	Implementation of end to end IT Solution	Timelines for completion of phases as per approved project plan during entire implementation period	Delay of no more than 4 weeks for any given phase	Between 4 and 8 weeks, Delay of per week will attract 2% penalty per week of total purchase order value (on that milestone payment), And Between 8 and 16 weeks,

Selection of System Partner for Study, Design, Development, Implementation and Operation & Maintenance of IT Solution for Development and Panchayats Department and Rural Development Department, Haryana

#	Major Area	Parameter	Requirements	Penalty/Breach
				Delay of per week will attract 4% penalty per week of total purchase order value (on that milestone payment) and will be 'breach' thereafter
2	Availability of web application	Web application covering all business functionalities	97% availability between 8am and 8pm during all working days. (computed monthly)	Will constitute breach if it is less than 90% for two consecutive quarters.
3	Availability of mobile application	Mobile application covering all business functionalities	97% availability between 8am and 8pm during all working days. (computed monthly)	Will constitute breach if it is less than 90% for two consecutive quarters.
4	Resolution Time (Only for Bug fixing)	Time taken by the SP to fix the problem & release the same into the production system	Severity Level 1: within 24 hours Severity Level 2: within a maximum of one week. Problems with Severity Level 3: within a maximum of three week.	Inability to resolve as per Severity level (1/2/3) on more than two occasions in a quarter shall attract a penalty of 2% (on that quarter payment) for each additional 24 hours of delay beyond permissible limit upto maximum 15%.

Software Defect Categorization:

Severity level 1: critical business functionality is impacted.

Severity level 2: Problems which affects the normal execution of the work, but work around is available for the work to be completed in the existing functionality.

Severity level 3: Problems which have minimal impact on the operation or system and are trivial in nature.

## 2.8 Bidder Responsibilities

- i. Nominate a senior person in the capacity of a Project manager, who will serve as the single point of contact for the Department and shall attend all meetings related to the project
- ii. Plan and execute the project through a suitably qualified technical team. As part of this requirement, submit a project plan and keep it updated at all times.
- iii. Finalize the detailed requirements and suggest any improvements to the processes being followed by Department that would be necessary as a result of the proposed IT Solution.
- iv. Design, Develop, Test, Baseline and Release the software solution consistent with applicable guidelines of State/ Gol.
- v. Carry out necessary acceptance tests including certifications (as may be applicable) and report the test results including satisfactory conformance to requirements.
- vi. Provide the Bill of Material (BOM) of IT Infrastructure (both hardware as well as software separately) including hosting requirements in state/centre data centre/cloud & enabling infrastructure required for the designing, development, deployment and operations of the proposed solution. The comprehensive BOM should be submitted by the vendor as part of their technical bid. However, the Bidders are requested to take note of the following:
  - a) Department shall only provide the Hosting space for IT solution/web application in Cloud Environment/ other Government owned data centre based on the details of hosting infrastructure requirements provided by the System Partner in their BOM.
  - b) All other requisite infrastructure including any system software, SSL certificate (with 3 year validity), application software, relevant database, OS, integration tools, hardware and other requisite software's / licenses shall be provided/ procured by System Partner itself only to ensure smooth running / best performance of IT Solution. No extra cost shall be borne by the Department in respect of the same.
- vii. Provide Comprehensive Technical Documents and other deliverables as indicated under Section- 2.5 (Indicative Deliverables).
- viii. Impart training to the end users and also develop Training materials.
- ix. Ensure requisite infrastructure (Desktops/Laptops/Printers etc.) to the resources deployed (onsite/offsite) during the entire project.
- x. Provide implementation and other support services, as proposed and mutually agreed upon, to ensure that the solution is rolled out to all the participating stakeholders and is smoothly operational as per the work (project) plan that is agreed upon.
- xi. Provide the said maintenance and support for a period of three (3) years. Such maintenance support period shall commence from the date the system is fully rolled out/Go-Live.



- xii. During the maintenance and support period, successful bidder shall provide IT operations and administration of the installed solution in conformity with the States/Government IT policies, fix software defects, enhance the software as per an agreed plan and provide such other technical support and hand-holding necessary for the smooth functioning of the overall solution covered under the scope of the project in conformity with the agreed performance criteria.
- xiii. The selected bidder agrees to make good any defects and shortcomings in the software that is part of the agreed requirements.
- xiv. The bidder will be solely responsible for arranging/procuring requisite infrastructure including any system software, SSL certificate (with 3 year validity), application software, relevant database, OS, integration tools, hardware and other requisite software's / licenses at his own cost and Department in no case will be responsible for arranging any such software / tools.
- xv. In the event of a major scope change involving significant time and effort over and above routine maintenance and support, the selected bidder shall facilitate the assessment of impact to technical matters, timelines, cost and also justify the effort involved. Further, the bidder agrees to implement these changes after obtaining approval from the competent authority. Only in case of significant changes to the solution by Department itself, the request for such change requests shall be accepted by Department in accordance with Section 6.1 of this TOR.
- xvi. Facilitate audit and assessments, as and when required.
- xvii. Submit periodic reports and support project reviews as may be agreed and necessary.
- xviii. At the end of Maintenance and Support period, assist in smooth transition of the operations to the Department or a designated agency(s).
- xix. Ensure all types of audits - GIGW compliance from STOC & yearly security audits from CERT-IN / CERT-IN empanelled vendors for the entire contract period.

## 2.9 Department Responsibilities

- i. Nomination of a single point of contact for all communications & interaction required for this project.
- ii. Carry out project tasks which fall under the Departmental responsibility, within reasonable time limits, particularly in matters related to providing all necessary data, reviews, approvals, acceptance, timely payments to the Bidder etc.
- iii. Provide the required timely access to personnel, test data, clarifications, and decisions and to resolve any issues as may be necessary for the selected bidder to carry out their obligations under this contract (including the work plan).
- iv. Report technical issues to the selected bidder's personnel for resolution.

- v. Provide seating space, internet connectivity and basic office amenities preferably in Department to the agreed number of bidder personnel who will be involved in the course of the project.
- vi. Formal requests for changes to IT Solution and conform to the agreed process in approving and implementing these changes.
- vii. Department shall have to make the necessary arrangements for hosting of IT Solution application in Cloud Environment based on the hosting space (details to be provided by the System Partner in their BOM) required for installation/configuration of IT Solution.
- viii. Department shall ensure providing necessary support/permissions for installation of requisite software licenses provided/procured by System Partner for Operationalization of IT Solution.
- ix. Facilitate procurement/provisioning of necessary IT infrastructure limited to hosting space and SMS gateway as applicable.
- x. Facilitate acceptance testing, certification and roll-out of the project including any internal (organizational/statutory) issues that needs to be addressed for this purpose.

### 3 INSTRUCTIONS TO BIDDERS

Bids must be direct, precise, concise, and complete. Department will evaluate bidder's proposal based on the response to the requirements of the project as outlined in this TOR.

#### 3.1 Period of Validity of Bids

- a) The technical and commercial bids shall be valid for a period of 90 days or Three (3) months from the closing date of submission of the bids.
- b) A bid valid for a shorter period may be rejected as non-responsive.
- c) Department may solicit the bidder's consent for an extension of the validity period for the bids. The request and the responses thereto shall be made in writing to the Managing Director, Department.

#### 3.2 Non-Conforming Bids

Any bid may be construed as a non-conforming bid and ineligible for consideration if it does not comply with the requirements of this TOR.

#### 3.3 Amendment/Corrigendum of bidding documents

At any time prior to the deadline for submission of bids, Department, for any reason, will modify the bidding documents and may issue supplements/amendments /addendums/corrigendum etc. to this TOR. All such clarifications/amendments/addendums/ corrigendum etc. shall be available to the empanelled Companies/Agencies through the website only and shall be part of this TOR as well as binding on the bidders. Department, at its discretion, may extend the deadline for the submission of bids.

#### 3.4 Language of Bids

The bids and all correspondence & documents shall be written in English. All bids and accompanying documentation will become the property of Department.

#### 3.5 Prices

The price would be as per Annexure 3 of this document. The bids not conforming to the format shall be rejected.

#### 3.6 Correction of errors

- i. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the quotations/bids are submitted. (All corrections, if any, should be initiated by the person signing the bid form before submission, failing which the figures for such items may not be considered).
- ii. Arithmetic errors in bids will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the bid form, adjusted in

accordance with the above procedure, shall be considered as binding, unless it causes the overall bid price to rise, in which case the bid price shall govern.

### 3.7 Measurements and Arithmetic Conventions

All the evaluations / calculations will be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

### 3.8 Rejection

- i. The bids are liable to be rejected in the following cases or in case bidder fails to meet the bidding requirements as indicated in this TOR:
  - a) Proposal not submitted in accordance with this document.
  - b) During validity of the bid, or its extended period, if any, the bidder increases his quoted prices.
  - c) The bidder qualifies the bid with his own conditions.
  - d) Proposal is received in incomplete form.
  - e) Proposal is not accompanied by all requisite documents.
  - f) Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
  - g) Financial bid is enclosed as part of technical bid.
  - h) Bidder tries to influence the bid evaluation process by unlawful means at any point of time during the bid process.
  - i) In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately.
- ii. Bidders may specifically note that while evaluating the bids, if it comes to Department's knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance / cartel then the bidders so involved are liable to be disqualified for this contract as well as for a further period of two years from participation in any of the tenders floated by Department.
- iii. Blacklisted by the Government of India ("GoI"), State Government or any other Government owned agency including quasi-Government sector organization or company, for corrupt, fraudulent practices or reasons related to non-performance in an engagement on the date of opening of bid.

### 3.9 Modification and Withdrawal of Proposals

No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the bid validity period specified by Department. Any modification or withdrawal of bid during this period shall result in the forfeiture of the EMD.

### 3.10 Proposal Cover Letter

The bidder should submit the proposal with the Proposal covering letter (on company's letter head) only in the format described in the Section - Submission of Bids.

### 3.11 General information of the bidders

The bidder shall provide the General information about them (on company's letter head) only in the format described in the Section - Submission of Bids.

### 3.12 Bidder's Authorization Certificate

The bidder shall provide the Bidder's Authorization Certificate (on company's letter head) only in the format described in the Section - Submission of Bids.

### 3.13 Conflict of Interest

Bidder shall furnish an affirmative statement/ self-declaration (on company's letter head) as to the existence / absence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with Department. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the TOR.

### 3.14 Authenticity of Documents submitted

Bidders should submit an unconditional declaration only in the format described in the Section - Submission of Bids that all the requisite Forms/Declarations/Covering Letter/Annexure/Documents submitted as part of, technical and financial bids are in the same format as given in the TOR and shall not include any conditional statements. Deviations (if any) from the defined scope of proposed project are explicitly mentioned in the Form designed for Deviations and exclusions.

### 3.15 Completeness of the Bidding Documents

Bidder should furnish unconditional declaration for Completeness of the Bidding Documents in the format described in the Section - Submission of Bids.

### 3.16 Unconditional Bidding Documents

Bidder should furnish unconditional declaration for Unconditional Bidding Documents in the format described in the Section - Submission of Bids.

### 3.17 Complete Responsibility for the completion and execution of the project in all respects

Bidder should furnish unconditional declaration for Complete Responsibility of the project in the format described in the Section - Submission of Bids.

### 3.18 Source Code and Intellectual Property Rights

The IPR of complete IT Solution implemented under this project shall lie with Department and shall be the sole proprietor of the IT Solution implemented. Any patents arising out the work shall be of Department, and bidder/system partner shall have no claim on the same. Bidder should furnish unconditional declaration for supporting the clause only in the format described in the Section - Submission of Bids.

### 3.19 Deviations and Exclusions

The bidder shall provide the deviations and exclusions, if any, from the defined scope of proposed project only in the format described in the Section - Submission of Bids.

### 3.20 Acknowledgement of Understanding of Terms

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

### 3.21 Other Conditions

The following terms are applicable to this TOR and the bidder's bid.

- i. While every effort has been made to provide background information and requirements, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this TOR may wish to consult their own legal/technical advisors in relation to this TOR. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Department on the basis of this TOR.
- ii. This TOR supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- iii. The Bidder shall perform the services and carry out its obligations under the contract with due diligence and efficiency, in accordance with generally accepted techniques and practice used in the industry and with professional engineering and training/consulting standards recognized by national/international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. The bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to Department and shall, at all times, support and safeguard Department's legitimate interests in any dealings with Third parties.
- iv. Department reserves the right to access the performance of the bidder prior to commencement or in between the work progress. The assessment may cover all areas related to the assigned work order, especially methodology, manpower, infrastructure etc. Department reserves the right to cancel the work order assigned to the System Partner at any time which includes the time after the completion of assigned work without assigning any reason for the same. In case the work order is cancelled then the costs incurred will be borne by the System Partner and under no circumstances the System Partner shall be eligible for any

payment or damages from the Department.

- v. System Partner shall ensure compliance of all Labour Laws i.e. Minimum rates of wages applicable in the State of Haryana as per the Minimum Wages Act 1948 and would be responsible for compliance of EPF and ESI.
- vi. Any work product, whether acceptable or unacceptable, developed or customized under a contract awarded as a result of this TOR shall be the sole property of the Department unless stated otherwise.
- vii. Timing and sequence of events resulting from this TOR shall ultimately be determined by Department.
- viii. No oral conversations or agreements with any official, agent, or employee of the Department shall affect or modify any terms of this TOR, and any alleged oral agreement or arrangement made by a bidder with any Department, agency, official or employee of Department shall be superseded that results from this TOR process. Oral communications by Department to bidders shall not be considered binding on Department, nor shall any written materials provided by any person other than Department.
- ix. Proposals are subject to rejection if they limit or modify any of the terms and conditions or specifications of this TOR.
- x. By responding, the bidder shall be deemed to have represented and warranted: that its bid is not made in connection with any competing bidder submitting a separate response to this TOR, and is in all respects fair and without collusion or fraud; that the bidder did not participate in the TOR development process and had no knowledge of the specific contents of the TOR prior to its issuance; and that no employee or official of Department participated directly or indirectly in the bidder's bid preparation.
- xi. A third party or any statutory audit may be conducted anytime before Go-Live or after start of O&M phase by Department to analyze the performance of the bidder/ system partner. The auditing party would be decided by Department. Bidder would be required to support the audit exercise as part of the project execution.
- xii. Neither the bidder nor any of bidder's representatives shall have any claims whatsoever against Department or any of its respective officials, agents, or employees arising out of or relating to this TOR or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- xiii. Post the release of the TOR and until contract award, bidders shall not, directly or indirectly, solicit any employee of Department to leave Department or any other officials involved in this TOR process in order to accept employment with the bidder, its affiliates, or any person acting in concert with the bidder, without prior written approval of the Department.
- xiv. The Department reserves the right to terminate the full Bank Guarantee or any part of it furnished by the System Partner with or without termination of contract, in case Department or its nominated agency at any time during the tenure of the project observed that the System Partner failed to comply with its obligations under the Contract.

- xv. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the purchaser/Department. Any notification of best evaluated / preferred bidder status by the purchaser/Department shall not give rise to any enforceable rights by the Bidder. The purchaser/Department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the purchaser/Department.



## 4 PROPOSAL EVALUATION PROCESS

### 4.1 Evaluation of Bid

Proposals will be reviewed by a Committee of Officers (the "Committee"). The Committee will examine the eligibility criteria to determine whether they are as per the requirement in the TOR, whether the documents have been properly signed, whether the required EMD is enclosed, and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the eligibility criteria specified in the bidding documents will be rejected by the Tendering Authority and not included for further consideration. The final awarding of the contract will be done based on a Quality & Cost Based Selection (QCBS) procedure. The following is the procedure for evaluation:

#### 4.1.1 Technical evaluation

The technical bid documentation furnished by the bidder shall be examined in detail in order to determine whether they are substantially responsive to the requirements set forth in this document. In order to reach such a determination, Department will examine the information supplied by the Bidders, and shall evaluate the same as per the evaluation criteria specified in this TOR. This evaluation will also involve scoring each component of the technical bid as per guidelines described in this TOR so that each technical bid will be assigned an overall score. The bidders will be required to make presentation on technical and operations aspect of the bid as per Data Sheet of this TOR. The Bidder is requested to take note of the following:

- i. Bidder are required to submit their technical bids strictly as per the technical bid format defined in the Annexure-2 of this document.
- ii. Technical proposal should not contain any financial information. Technical bids containing financial information will be summarily rejected.
- iii. A Proposal shall be rejected at this stage if it does not respond to important aspects of the TOR, and particularly the Scope of Work or if it fails to comply with the technical requirements. The technical evaluation criterion is same as given in Annexure 2 of this document.
- iv. The overall technical score cutoff is 60 marks. As one of the criteria, the bidder will require to attain the overall cutoff marks or more during the evaluation, for their commercial bids to be considered.
- v. Only the bidders, who score a total Technical score of 60 (Sixty) or more, will qualify for the evaluation of their Commercial bids.
- vi. After the technical evaluation is completed and approved, Department shall open the Commercial Proposals of only those bidders who complied with the technical criterion specified in the TOR.

#### 4.1.2 Commercial evaluation

Based on the results of the technical evaluation, the committee will then proceed to open and evaluate the Commercial bids of only those bidders who are able to qualify the Technical evaluation (as per Section 4.1.1). The

Commercial evaluation will take into account the information supplied by the Bidders in the Commercial Bid, and the same shall be evaluated in accordance with the evaluation criteria specified in this document. The Bidders are requested to take note of the following:

- i. Bidders intending for commercial bid should necessarily give the financial details in the format given in Annexure 3. All the financial details should be given in the prescribed format only and in accordance to the details mentioned in the TOR.
- ii. Assignment of marks to the financial bids will be done as follows: Once all the financial bids (of eligible bidders as mentioned above) have been opened, marks will be assigned to each financial bid as per the formula below:

Marks assigned to financial bid =  $100 * [F1 / \text{Total Financial Bid under consideration}]$

Where Total Financial Bid is the total bid amount of the bid being evaluated as per Annexure 3, and F1 = the lowest financial bid of all the bids opened.

- iii. The commercial bid should not be conditional and no technical information should be provided along with the commercial bid. In such cases, the bids would be summarily rejected.
- iv. The bid should be comprehensive and inclusive for all the services to be provided by the bidder as per scope of his work. The payments would be made to selected bidder on the basis of the bid submitted. No separate payment shall be made for services that are to be delivered by the System Partner as part of his scope of work for this project.
- v. The bidder is required to quote for all the defined requirements on a fixed price basis.
- vi. The prices quoted shall be inclusive of all taxes, duties and statutory payments incident upon the bidder and it shall be a fixed price bid. Once the prices have been submitted as part of Commercial bid to Department, no change / modification will be entertained for any cause whatsoever. The prices once provided by the bidder will be valid for the entire period of validity of the bid (till completion of project for the selected bidder as System Partner/ Implementation Partner). All the taxes shall be quoted separately under relevant sections.
- vii. Any increase/decrease in the rates of taxes, duties, charges and levies at a later date and during the tenure of the bid/ project will be to the account of the Department.
- viii. Financial Evaluation shall be done on the basis of price quoted for total items (i.e. grand total amount).
- ix. Proposals not containing cost for any of the cost components or proposal with any intentional manipulation in prescribed commercial format shall be straightway rejected without any further consideration.
- x. The System Partner shall be responsible for the costs towards travel / stay, daily allowance or any other allowances with respect to their staff deployed for the execution of this project before or after the award of the contract.

- xi. Agency/ System Partner would be responsible for making the solution perform on a turnkey basis. In case the Agency / System Partner does not consider any specific infrastructure including any hardware/software/system/service in their bid, which would hamper the performance of the solution, as per SLAs mentioned, Department would not be held responsible. In such a case, the System Partner has to provide additional infrastructure/ services, without any additional cost to Department.

#### 4.1.3 Quality and Cost Based Selection

The method employed for the final selection of the System Partner and award of the contract will be QCBS i.e. Quality and Cost Based Selection method, which would ensure the quality of the solution as well as the cost effectiveness of the same. Each bidder would be assigned a Technical Score (TS) and a Financial Score (FS) based on the technical and financial evaluation of the bid respectively. These scores would then be combined with pre-assigned weights (0.7 for technical score and 0.3 for financial score) and the bidders would be ranked as per this combined score. Bidder with the highest final composite score (Final Composite Score =  $TS \times 0.70 + FS \times 0.30$ ) shall be declared as "Best Evaluated Bidder" and shall be entitled for the award of the contract.

The Bidders are requested to take note of the following:

- i. The weights assigned for each item is for the purpose of evaluation of this bid only and does not necessarily reflect the actual transactions/ quantities that would be undertaken for the period of contract.
- ii. In case of a tie in the final composite score, the bidder having highest technical score will be considered eligible for leading to the award of the contract.
- iii. Department may waive any minor informality or non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

## 5 SUBMISSION OF BIDS

Bids must be direct, precise, concise, and complete. Department will evaluate bidder's proposal based on the response to the requirements of the project as outlined in this TOR.

### 5.1 Overall Bid Content

The bids shall comprise of three parts with following items and others as listed in the Annexure to this document.

Part-1: General Information & Compliance to Instructions to Bidder in the format as specified in Annexure 1 of this document.

Part-2: Technical bid in the format as specified in Annexure 2 of this document.

Part-3: Commercial Bid in the format as specified in Annexure 3 of this document.

Any other information that is required to be submitted in the bid or to supplement the information provided in the forms (Work orders/supporting documents/certificates/proofs etc.).

The Bidders shall have to submit their tender documents in hard copies i.e. manual submission (of Part1 {General Information}, Part 2 {Technical bid} and Part 3 {Commercial Bid}) in the Department as per the dates mentioned in the Key Events & Dates.

All the bids should be properly indexed, numbered and hard bounded.

The Bidders shall also have to ensure to submit the soft copy in OCR (content searchable) format in DVD/CD/Pen Drive of Part 1 & Part -2 of bids along with the Manual Submission.

All the bids should be properly indexed, numbered and hard bounded.

### 5.2 Attachments with Bid

The Bidder shall submit with its bid, inter alia, the following attachments:

- i. Bidder is required to submit duly signed & stamped copy of TOR along with Technical Bid.

### 5.3 Part - 1: General Information & Compliance to Instructions to Bidder

The Part -1 of proposal shall contain General Information of the Bidder & Compliance of Instructions to Bidder and comprise the following items and others as listed in the Annexure 1:

#### 5.3.1 Proposal Cover Letter

The bidder shall provide the Proposal covering letter (on company's letter head) only in the format provided in Annexure 1, Form 1 of this document.

### 5.3.2 General information of the bidders

The bidder shall provide the General information about them (on company's letter head) only in the format provided in Annexure 1, Form 2 of this document.

### 5.3.3 Bidder's Authorization Certificate

The bidder shall provide the Bidder's Authorization Certificate (on company's letter head) only in the format provided in Annexure 1, Form 3 of this document.

### 5.3.4 Conflict of Interest

Bidder shall furnish an affirmative statement/ self-declaration (on company's letter head) only in the format provided in Annexure 1, Form 4 of this document. as to the existence / absence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with Department. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the TOR.

### 5.3.5 Authenticity of Documents submitted

Bidders should submit an unconditional declaration as per Annexure 1, Form 5 on company's letter head that all the requisite Forms/Declarations/Covering Letter/Annexure/Documents submitted as part of, technical and financial bids are in the same format as given in the TOR and shall not include any conditional statements.

### 5.3.6 Completeness of the Bidding Documents

Bidder should furnish unconditional declaration for Completeness of the Bidding Documents in the format provided in Annexure 1, Form 6 of this document.

### 5.3.7 Unconditional Bidding Documents

Bidder should furnish unconditional declaration for Unconditional Bidding Documents in the format described in Annexure 1, Form 7 of this document.

### 5.3.8 Complete Responsibility for the completion and execution of the project in all respects

Bidder should furnish unconditional declaration for Complete Responsibility of the project in the format described in Annexure 1, Form 8 of this document.

### 5.3.9 Source Code and Intellectual Property Rights

The IPR of complete IT Solution/application shall lie with Department. Bidder should furnish unconditional declaration for supporting the clause only in the format described in Annexure 1, Form 9 of this document.

## 5.4 Part - 2: Technical Bid

The technical bid should contain a detailed description of how the bidder will provide the required services outlined in this TOR. It should articulate in detail, as to how the bidder's Technical Solution for this Project meets the requirements specified in the TOR.

The Part -2 of bid should comprise the following items and others as listed in the Annexure 2.

### 5.4.1 Technical Proposal

The Technical Proposal should consist of the information mentioned in the format provided in Annexure 2, Form 10 of this document

Please note:

- i. The technical bid must NOT contain any pricing/ commercial information.
- ii. In submitting additional information, please mark it as supplemental to the required response.
- iii. The Technical Proposal should be concise and should address the following at the minimum without ambiguity:-
  - a) Duly signed & stamped copy of TOR along with Technical Bid.
  - b) Brief Profile of bidder.
  - c) Information to be provided with reference to each Criteria/Sub Criteria (S. No. 1 to 8) for the evaluation of Technical bids mentioned in Annexure 2, Form 10 of this document.
  - d) Requisite Supporting document(s) in support of information submitted in compliance of Criteria/Sub Criteria (S. No. 1 to 8 - Annexure 2, Form 10).
- iv. The deliverables as given in the technical bid should be in consonance with the Commercial Bid. Any deviations in the final deliverables between technical and commercial bids shall make the bid as being unresponsive and may lead to disqualification of the bid. Department reserves the right to take appropriate decision and action in this regard.

### 5.4.2 Bill of Material (BoM)

Provide the Bill of Material (BOM) of IT Infrastructure (both hardware as well as software separately) including hosting requirements in State/Centre Data Centre/ Cloud Environment & enabling infrastructure required for the designing, development, deployment and operations of the proposed solution. The comprehensive BOM against the technical criteria should be submitted by the vendor as part of their technical bid. The Bidders are requested to take note of the following:

- i. Department shall only provide the Hosting space for Web application in any Government owned Data Centre/ Cloud Environment based on the details of hosting infrastructure requirements provided by the System Partner in their BOM and further finalized by the Department.
- ii. All other requisite infrastructure including any system software, SSL certificate (with 3 years validity), application software, relevant database, OS, integration tools, hardware and other requisite software's /

licenses shall be provided/ procured by System Partner only to ensure smooth running / best performance of IT Solution. No extra cost shall be borne by the Department in respect of the same.

#### 5.4.3 Project Description Template

- i. The bidders have to showcase maximum of 05 projects against criteria at S. No. 1, 3, 4, 5 and 6 (Annexure 2, Form 10).
- ii. The bidders have to showcase maximum of 21 audio-visuals against criteria at S. No. 7 (Annexure 2, Form 10).
- iii. Bidders shall provide this information only as per the format (Project Description Template) provided in Annexure 2, Form 11 of this document.

#### 5.4.4 Project/Work Schedule Template

The bidders shall showcase the project/work plan for different tasks which the vendor plans to start and accomplish as part of the project against technical criteria at S. No. 8 (Annexure 2, Form 11) as per the format (Project/Work Schedule Template) provided in Annexure 2, Form 12 of this document.

#### 5.4.5 Team Composition and Task Assignments

The bidder shall provide Manpower Deployment Plan against technical criteria at S. No. 8 (Annexure 2, Form 11) only in the format designed for Team Composition and Task Assignments & provided in Annexure 2, Form 13 of this document with the information regarding the expertise of the resources in the organization that enable the organization to provide a scalable, robust, and industry-standards based product and support services.

#### 5.4.6 Curriculum Vitae (CV) for Proposed Professional Staff

The bidder shall provide the information against technical criteria at S. No. 8 (Annexure 2, Form 11) as per the format provided at Annexure 2, Form 14 (Curriculum Vitae (CV) for Proposed Professional Staff Template) of this document.

### 5.5 Part - 3: Commercial Bid

The price would be strictly as per Annexure 3 of the TOR. The bids not conforming to the format shall be rejected.

#### 5.5.1 Covering Letter

The bidder have to submit the Commercial Proposal along with the Covering letter (on company's letter head) only in the format provided in Annexure 3, Form 15 of this document. Proposal without Covering letter shall be rejected.

### 5.5.2 Commercial Proposal

The bidder have to submit the Commercial Proposal only in the format provided in Annexure 3, Form 16 of this document. The details of Cost Components shall be submitted in the format provided in Annexure 3, Form 17.

Please note:

- i. The Financial Proposal should only indicate prices without any condition or qualification whatsoever and should include all taxes, duties, fees, levies and other charges levied by Central & State, as may be applicable in relation to activities proposed to be carried out. All the taxes shall be quoted separately under relevant sections.
- ii. The commercial bid must be detailed and must cover each year of the contract term. The bidder must provide the commercial bid online only.
- iii. The bidder is required to quote for all the defined requirements on a fixed price basis.
- iv. Financial Evaluation shall be done on the basis of price quoted for total items (i.e. grand total amount).
- v. Proposals not containing cost for any of the cost components or proposal with any intentional manipulation in prescribed commercial format shall be straightway rejected without any further consideration.



## 6 TERMS AND CONDITIONS - POST AWARD OF CONTRACT

### 6.1 Change Request

- i. No change requests shall be accepted by Department during the contract period (Implementation Period plus 3 years from the date of Go-Live) for any upgrades as part of the technical support cum O&M support from SP as well as from result of any necessary amendments from statutory compliances.
- ii. The Bidder/System Partner have to make any changes/upgradation in the scope of work proposed by the Department during additional three months from date of Go-Live. In case of any change request after those additional three months from date of Go-Live, the Bidder/System Partner shall propose the change request scope and the committee shall evaluate the scope. The man month rate quoted by the bidder in part C of Form 17: Details of Cost Component should be taken into consideration for additional work if any and separate work order will be issued.

### 6.2 Limitation of Liability

The entire & collective liability of the bidder arising out of or relating to this engagement, including without limitation on account of performance or non-performance of obligations hereunder, regardless of the form of course of action, whether in contract, tort or otherwise, shall in no event exceed the total Contract Price under this project plus invoking of the Bank Guarantee submitted by the bidder.

### 6.3 Termination

#### 6.3.1 Material Breach

- (a) In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a one month's notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the Department as the case may be will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:
  - (i) If the Implementation partner is not able to deliver the services as per the SLAs defined in this TOR which translates into Material Breach, then the Department may serve a 7 days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the Department will have the option to terminate this Agreement. Further, the Department may also offer a reasonable opportunity to the System Partner to explain the circumstances leading to such a delay.
- (b) In the event that System Partner undergoes change of control, Department may, as an alternative to termination, require a full Performance Guarantee for the obligations of System Partner by a guarantor acceptable to Department or its nominated agencies. If such a guarantee is not furnished within 30 days of Department's demand, the Department may exercise its right to terminate this Agreement in accordance with

this Clause by giving 15 days further written notice to the System Partner.

- (c) The termination provisions set out in this Clause shall apply mutatis mutandis to the SLA.

### 6.3.2 Effects of termination

- (a) In the event that Department terminates this Agreement pursuant to failure on the part of the System Partner to comply with the conditions as contained in this Clause and depending on the event of default, Performance Bank Guarantee furnished by System Partner may be forfeited.
- (b) Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule set out in this Agreement.
- (c) On termination of this Agreement for any reason, the Department will decide the appropriate course of action.

### 6.3.3 Termination of this Agreement due to bankruptcy of System Partner

The Department may serve written notice on System Partner at any time to terminate this Agreement with immediate effect in the event that:

- (a) The System Partner reporting an apprehension of bankruptcy to the Department or its nominated agencies;
- (b) Department or its nominated agencies apprehending a similar event.

## 6.4 Exit Management Clause

### 6.4.1 Exit Management Purpose

- (a) This schedule sets out the provisions, which will apply on completion and termination of the contract
- (b) The bidder/System Partner shall provide Exit Management plan clearly specifying the duration and activities required for such transition/migration before three months period from the date of expiry of contract, or termination of the operations
- (c) The parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule
- (d) Cooperation and provision of information - During the exit management period the existing System Partner will allow new designated agency to access information required to define the current mode of operation; enabling the new designated agency to assess the existing services being delivered and take proper control of the Infrastructure being used.
- (e) In case of premature termination of contract, the bidder shall initiate exit management and shall carryout all operations till the time, handover to the new designated agency is completed. During such transition/migration phase it is also to be ensured that there is no service down time.
- (f) The bidder shall provide handholding support/overlapped operations for a period of 3 months with the new designated agency who is going to manage the operations thereafter.

## 6.5 Force Majeure

The vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the and not involving bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Department in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the bidder shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the 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.

If an event of Force Majeure continues for a period of one hundred and eighty (180) days or more, the parties may, by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for goods/services already delivered or performed.

## 6.6 Disputes Resolution

### 6.6.1 Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 60 days from the date of receipt of written notice, the matter shall be referred for Arbitration.

### 6.6.2 Arbitration

In case of any dispute, either party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings shall be conducted by a panel of three arbitrators, one arbitrator to be appointed by the Client and other appointed by System Partner and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Chandigarh and following are agreed:

- (a) The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.
- (b) The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel)
- (c) When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.
- (d) In case of any legal dispute between the bidder and Department, a court of competent jurisdiction at Chandigarh will be the hearing Court.

## 7 AWARD OF CONTRACT

### 7.1 Award Criteria

The Best Evaluated Bidder according to QCBS evaluation & further discussions and negotiation towards the process of selection in line with the latest guidelines of Govt. of Haryana will be considered for award of contract by the Department.

### 7.2 Right to accept / reject any or All Proposals

Department reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids at any time prior to award of contract, without thereby incurring any financial or other liability to the affected bidders or any obligation to inform the affected bidders of the grounds for Department decision.

### 7.3 Notification of Award

Prior to the expiration of the validity period, Department will notify the successful bidder in writing or by fax, to be confirmed in writing by letter, that its bid has been accepted.

In case the tendering process/ public procurement process has not been completed within the stipulated period, Department may request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of performance guarantee, Department will promptly notify each unsuccessful bidder. Department shall not be bound to give reasons for rejection of any bid.

### 7.4 Contract Finalization and Award

Department will take approval from the competent authority as per procedure before allotment of project to Company/Agency and such award shall be subject to the norms / latest guidelines of Govt. of Haryana.

### 7.5 Earnest Money Deposit (EMD)

The Bidders shall submit, along with their Bids, EMD of Rs. 50,000/- in the form of Demand Draft / Bank Guarantee from nationalized bank in favour of "The Director, Development & Panchayats Department, Haryana", payable at Chandigarh. EMD (Bid Security) in any other form shall not be entertained.

- i. The EMD shall remain valid for 180 days (one hundred and eighty) from the Due Date for Bid Submission specified in this TOR.
- ii. EMD would be refunded to all unsuccessful bidders within 30 days of award of the Project to Successful bidder (after submission of Performance Bank Guarantee).
- iii. Bid without adequate EMD will be liable for rejection without providing any opportunity to the bidder concerned.
- iv. The EMD of a bidder could be forfeited, if a bidder:

- a. Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or
- b. During the bid process, if a Bidder indulges in any such deliberate act as jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of Development and Panchayats Department, Haryana regarding forfeiture of the Bid Security shall be final & shall not be called upon any question under any circumstances, or
- c. Violates any of such important conditions of this TOR document or indulges in any such activity as would jeopardize the interest of the Department. The decision of the Department regarding forfeiture of the Bid Security shall be final & shall not be called upon any question under any circumstances.

#### 7.6 Performance Bank Guarantee

- i. The successful bidder shall at his own expense deposit with Department, within Ten (10) working days of the date of notice of award of the contract, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a nationalized bank or scheduled banks acceptable to Department, payable on demand, for the due performance and fulfillment of the contract by the bidder. The Format for Performance Bank Guarantee is available at Annexure- 4 of this TOR. The EMD would be returned to the successful bidder on receipt of Performance Guarantee. In case the PBG is not furnished within the timelines mentioned, the EMD will be forfeited.
- ii. This Performance Bank Guarantee will be for an amount equal to 10% of the value of the contract awarded. The value of the contract will be calculated as the sum of all payments (as stipulated by the contract pertaining to the scope of work) to be made by Department to the bidder during the contract period. All charges and expenses whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder. The performance bank guarantee shall be valid initially till 6 months after the completion of the contract period. In case, the project will be extended /delayed beyond the timelines, the bidder shall be required to extend the Bank Guarantee till the actual date of completion of project. The performance bank guarantee may be discharged/ returned by Department upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
- iii. In the event of the bidder being unable to service the contract for whatever reason, Department would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Department under the contract in the matter, the proceeds of the PBG shall be payable to Department as compensation for the pre-estimated, pre-determined and pre-agreed loss resulting from the bidder's failure to perform/comply its obligations under the contract.
- iv. Department shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

### 7.7 Signing of Contract

Within 15 days of receipt of the initial Notification of Award the successful Bidder shall execute the Contract with Department, the draft of which is available at Annexure- 5 of this TOR. The submission of Performance Bank Guarantee shall be a pre-condition for signing of the contract (please refer Annexure 4 for submission of Performance Bank Guarantee).

### 7.8 Term of the Contract

The term of this Contract shall be for a period of three years commencing from the date of “Successful Implementation / Go-live” of end-to-end IT Solution for Development and Panchayats Department, Haryana. However, the contract maybe extendable, on mutually agreed terms and conditions, one year at a time for a period of next three years.

(The Date of Go-Live will be date on which bidder received Letter of Successful Implementation/ Go-live from Department)

### 7.9 Failure to agree with the Terms & Conditions of the TOR

Failure of the successful bidder to agree with the Terms & Conditions of the TOR shall constitute sufficient grounds for the annulment of the award, in which event Department may award the contract to the next best value bidder or call for new bids or invoke the PBG.

## 8 PAYMENT SCHEDULE

The following section outlines the payments to be given by Department to the selected bidder for successful execution of the project at each milestone of the project.

### 8.1 Payment Schedule for the Services provided by the System Partner

The following schedule would be followed for payment during the Project implementation in line with scope of work:

S. No.	Key Activities/ Milestones	Description	Payment (%) of Fixed Price Cost	Remarks
1.	Completion of Phase 1	Detailed Functional Requirement study, System Requirements Study and System Design.	10%	Payment (%) of One Time Project Costs
2.	Completion of Phase 2	Design, Development, implementation, configuration, integration and software testing of complete IT Solution	10%	
3.	Completion of Phase 3	Supporting User Acceptance Testing of the IT Solution	Nil	
4.	Completion of Phase 4	Deployment of required infrastructure for Operationalization of IT Solution	15%	
5.	Completion of Phase 5	Training to staff members of Department as well as other stakeholders for effective use of the system.	15%	
6.	Completion of Phase 6	Go-Live of IT Solution	30%	
6.1	Completion of Phase 6	1 Months after Go-Live Date	10%	
6.2	Completion of Phase 6 (Final Payment)	3 Months after Go-Live Date	10%	
7.	Completion of Phase 7	Operation and Maintenance of the complete IT Solution for a period of three (3) years after Go live	Quarterly Payments to be made (on a pro-rated basis)	One Quarter Payment = Total O&M cost for particular year / 4



## 8.2 Other Payment Terms

- i. Any increase/decrease in the rates of taxes, duties, charges and levies at a later date and during the tenure of the bid/ project will be to the account of the Department.
- ii. Whenever the penalty is levied on System Partner for failing to meet the required SLA, the payment shall be made for the quarter and the penalty (if any) will be adjusted in the payments of next quarter.
- iii. Any delay on account of Department & stake holders Department officials (and not attributable to the System Partner) shall not be taken into account while computing adherence to service levels for the System Partner. The final authority in deciding the responsibility lies totally with the Department only.
- iv. Any monetary figure in decimal shall be rounded off to the nearest INR.
- v. All payments would be subject to withholdings, if any, due to SLA and performance criteria besides other statutory withholdings.
- vi. The SP has to quote the rates of additional manpower as mentioned in the prescribed format Form 17: Details of Cost Component.
- vii. Any additional work may be given to the SP as per the quoted manpower rates, subject to approval of competent authority.

## 9 ANNEXURE

### 9.1 Annexure - 1 General Information & Compliance to Instructions to Bidder

#### 9.1.1 Form 1: Proposal Cover Letter

[Date]

TOR No.:-

To,

The Director,  
Development and Panchayats Department  
Haryana Panchayat Bhawan, Plot no 3, Sector 28,  
Madhya Marg, Chandigarh-160028

Dear Sir,

Ref: TOR for Selection of System Partner for Study, Design, Development, Implementation, Operation & Maintenance of IT Solution for Development and Panchayats Department, Haryana.

Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Professional services as required and outlined in the TOR for proposed project solution. To meet such requirements and provide such services as required and are set out in the tender document. We attach hereto the tender response as required by the tender document, which constitutes our bid.

We undertake, if our bid is accepted, to adhere to the implementation plan (Project schedule for providing Services in Study, Design, Development, Implementation, Operation and Maintenance of proposed project put forward in the TOR or such adjusted plan as may subsequently be mutually agreed between us and Department or its appointed representatives.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of 90 days from the last date of submission of the bid document and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and Department.

We confirm that the information contained in this bid or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to Department is true, accurate, and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead Department as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the tender response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this                      Day of                      2018

(Signature and Seal/Stamp of bidder)

(In the capacity of \_\_\_\_\_)

Duly authorized to sign the Tender Response for and on behalf of:

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

Address of Company: \_\_\_\_\_

Witness Signature:.....

Witness Name:.....

Witness Address:.....

9.1.2 Form 2: General information of the bidders

General Information			
Details of the Bidder			
Name			
Address			
Telephone		Fax	
E-mail		Website	
Details of Authorized person/representative of the bidder			
Name		Designation	
Address			
Mobile Number (s)		Landline Number (with extension if any)	
Email			

Dated:

Place:

Signed & sealed: (Authorized representative of the firm)

Please Note:

- a. All Fields are to be mandatory filled & should not be altered or left blank

### 9.1.3 Form 3: Bidder's Authorization Certificate

To,

The Director,  
Development and Panchayats Department  
Haryana Panchayat Bhawan, Plot no 3, Sector 28,  
Madhya Marg, Chandigarh-160028

<Name> ----- <Designation>----- is hereby authorized to sign & stamped relevant documents on behalf of the Company in dealing with TOR <TOR No. and Date>----- . He is also authorized to attend meetings and submit Technical and Commercial information as may be required by you in the course of processing above said tender.

Thanking you,

Authorized Signatory (s) of the Company	Signature of the person authorized by the bidder
<Name>	<Name>
<Designation>	<Designation>
<Seal>	<Seal>

#### 9.1.4 Form 4: Declaration for Conflict of Interest

I, authorized representative of \_\_\_\_\_, hereby solemnly undertake as to the existence / absence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with Department. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the TOR.

In the event of any change/deviation from the factual information/declaration Department, Government of Haryana, reserves the right to terminate the contract without any compensation to the System Partner.

Dated:

Signed & sealed: (Authorized representative of the firm)

Place:

#### 9.1.5 Form 5: Declaration for Authenticity of Documents submitted

I, authorized representative of \_\_\_\_\_, hereby solemnly undertake that all the requisite Forms/Declarations/Covering Letter/Annexure/Documents submitted as part of technical and financial bids are in the same format as given in the TOR and shall not include any conditional statements.

In the event of any change/deviation from the factual information/declaration Department, Government of Haryana, reserves the right to terminate the contract without any compensation to the System Partner.

Dated:

Signed & sealed: (Authorized representative of the firm)

Place:

#### 9.1.6 Form 6: Declaration for Non-Blacklisting or Non-Debarment

I, authorized representative of \_\_\_\_\_, hereby solemnly affirm that the complete solution to accomplish the requirements of the TOR (and inter alia the SLAs) has been understood and has been factored in the documents submitted as a part of proposal/bid for “Selection of System Partner for Study, Design, Development, Implementation, Operation & Maintenance of IT Solution for Development and Panchayats Department, Haryana”.

I also confirm that the company is not Blacklisted or Debarred by any State / Central Government or any Government Institution in India. In the event of any deviation from the factual information/ declaration Department, Government of Haryana, reserves the right to terminate the contract without any compensation to the System Partner.

Dated:

Signed & sealed: (Authorized representative of the firm)

Place:



### 9.1.7 Form 7: Declaration for Unconditional Bidding Documents

I, authorized representative of \_\_\_\_\_, hereby solemnly affirm that the Bid documents submitted as a part of technical and financial bid are unconditional in all respect considered for "Selection of System Partner for Study, Design, Development, Implementation, Operation & Maintenance of IT Solution for Development and Panchayats Department, Haryana".

In the event of any deviation from the factual information/ declaration Department, Government of Haryana, reserves the right to terminate the contract without any compensation to the System Partner.

Dated:

Signed & sealed: (Authorized representative of the firm)

Place:

### 9.1.8 Form 8: Declaration for Complete Responsibility

I, authorized representative of Bidder \_\_\_\_\_ for the purpose of bidding for “Selection of System Partner for Study, Design, Development, Implementation, Operation & Maintenance of IT Solution for Development and Panchayats Department, Haryana”. I, hereby solemnly affirm that we shall be solely liable and responsible for the completion and execution of the project in all respects.

In the event of any deviation from the factual information/ declaration Department, Government of Haryana, reserves the right to terminate the contract without any compensation to the System Partner.

Dated:

Signed & sealed: (Authorized representative of the firm)

Place:

#### 9.1.9 Form 9: Declaration for Source Code and Intellectual Property Rights

I, authorized representative of \_\_\_\_\_, hereby solemnly affirm to the IPR and Source Code rights as defined in this TOR document.

In the event of any deviation from the factual information/ declaration Department, Government of Haryana, reserves the right to terminate the contract without any compensation to the System Partner.

Dated:

Signed & sealed: (Authorized representative of the firm)

Place:

## 9.2 Annexure 2: Technical bid format & Evaluation Criteria

The Technical Proposal should consist of the information mentioned in the table below:

### 9.2.1 Form 10: Criteria/Sub Criteria and Point system for the evaluation of Technical bids

#	Criteria	Basis of Valuation	Max. Marks	Section No. and Page No. against each Criteria/Sub Criteria compliance in the Bidders Proposal
1.	The bidder should have relevant experience in software development for any client based in India during the last five years.	Number of projects 1-3: 5 Marks 4-5: 10 Marks	10	
2.	The bidder should have a valid ISO Certification / SEI CMMi Level as on date of submission of Bid.	ISO 9001:2015- 2 Marks CMMi 3 + ISO 9001:2015- 3 Marks CMMi 4 + ISO 9001: 2015- 4 Marks CMMi 5 + ISO 9001:2015- 5 marks	5	
3.	The bidder should have experience in design and development of software application for any organization in India of value Rs. 20 Lakhs or more within last five years as on 31/03/2018.	2 marks for each project	10	
4.	Project implementation along with operation and management experience for any similar projects in India.	2 marks for each project	10	
5.	Experience in development of mobile application on Android/iOS platform for any scheme /event/project for any client in India. Out of which, it is mandatory to have two complete projects on iOS platform.	2.5 marks for each project	12.5	
6.	Experience in development and implementation of Dashboards for any client in India.	2.5 marks for each project	12.5	
7.	Experience in preparation of no. of audio-visuals like documentaries/ animations/ computer based tutorials/ digital learning/ innovative learning solution for any client in India.	1-10: 5 Marks 11-20: 7.5 Marks 21 or above: 10 Marks	10	

#	Criteria	Basis of Valuation	Max. Marks	Section No. and Page No. against each Criteria/Sub Criteria compliance in the Bidders Proposal
8.	Approach and Methodology	Marks will be awarded based on : <ul style="list-style-type: none"> <li>• Details of Projects executed,</li> <li>• Team composition,</li> <li>• Training &amp; Handholding approach &amp; methodology,</li> <li>• IT Solution proposed for development of Web Application/ Mobile App/ Dashboard/ MIS</li> </ul>	30	

Dated:

Place:

Signed & sealed: (Authorized representative of the firm)

The Bidders are requested to take note of the following:

- i. Maximum of 05 projects may be show cased against S. No. 1, 3, 4, 5 and 6 (Annexure 2, Form 10) and bidders have strictly to provide this information as per the format (Project Description Template) provided in Annexure 2, Form 11 of this document. Work Order / Completion Certificate or In-Progress Certificate from client shall be mandatorily attached along with Project Description Template in support of each project.
- ii. The bidder have to provide the details of the audio-visuals against S. No. 7 (Annexure 2, Form 10) in Annexure 2, Form 11 of this document. Work Order or Completion Certificate or In-Progress Certificate or any other supporting document from client shall be mandatorily attached along with Project Description Template in support of each project.
- iii. The bidders have to showcase the project/work plan against S. No. 8 (Annexure 2, Form 10) as per the format (Work Schedule Template) provided in Annexure 2, Form 12 of this document.
- iv. The bidder have to provide the resources information against S. No. 8 (Annexure 2, Form 10) as per the format provided at Annexure 2, Form 13 (Team Composition) and Annexure 2, Form 14 (Curriculum Vitae (CV) for Proposed Professional Staff Template) respectively of this document.
- v. All the information should in the provided in the prescribed templates/forms only & no addition/alteration of template in any manner are permitted.
- vi. Separate Section No. and Page No. should be given for each Sub Criteria compliance (column 4) in the Annexure 2, Form 10 as per the technical bid.
- vii. The overall technical score cutoff is 60 marks. As one of the criteria, the bidder will require to attain the overall cutoff marks or more during the evaluation, for their commercial bids to be considered.

- viii. Only the bidders, who score a total Technical score of 60 (Sixty) or more, will qualify for the evaluation of their Commercial bids.

### 9.2.2 Form 11: Project Description Template

S. No.	Particular	Details	
1.	Citation/Project Serial Number		
2.	Name of Project (Title)		
3.	Name of Client		
4.	Address of Client		
5.	Contact Person Name & Mobile / Telephone		
6.	Type of Project (Government/Private/others)		
7.	Type of Assignment (Development/ Customization/ Service/ others)		
8.	Total Assignment Value ( in Rs) {excluding tax}		
9.	Payment realization value against project (till date)		
10.	Project Timelines / Duration (in months)		
11.	Name of modules implemented in the project		
12.	Whether completed or ongoing		
13.	Start & End Date of Project	From	To
14.	Ongoing Activities : •	Completed activities •	
15.	Number of personnel provided by the Agency (team size)	Onsite: - Offsite: - Combined: -	
16.	Brief narrative description of Project:		
17.	Name of key team personnel involved and functions performed by them		
18.	Plan for bringing knowledge and experience from this citation		
19.	Detailed write up for each project (in separate plain sheet)	Attached: (Yes / No) If Yes, Section No & Page No in the technical bid	
20.	Supporting Documents: a) Work Order b) Completion Certificate or in-progress certificate	Attached: (Yes / No) If Yes, Section No & Page No for each supporting document in the technical bid.	

Please Note:

- a. All Fields are to be mandatory filled & should not be altered or left blank.
- b. For each project specified above, please provide the detailed write up (in separate plain sheet) for each project. This will help in understanding the project at a glance.
- c. Work Order along with Completion Certificate or in-progress certificate from client shall be mandatorily attached along with Project Description Template in support of each project.



### 9.2.3 Form 12: Project/Work Schedule Template

The bidder is to describe the project/work schedule for different tasks, which the vendor plans to start and accomplish as part of the project, using the following format:

S. No.	Activity	Name of Resource/ Manpower Allocated	Position of Resource/ Manpower Allocated	Whether Allocated Onsite / offsite	Number of Days												
					1	2	3	4	5	6	7	8	9	10	11	12	N
1																	
2																	
3																	
N																	

Dated:

Place:

(Authorized representative of the firm)

Signed & sealed:

Please Note:-

- a. Duration of activities shall be indicated in the form of a bar chart.
- b. The work schedule should reflect how and by when the bidder is expected to complete the assignment for each of the component, as per the major deliverable in the scope of work of the vendor and the timelines of achieving the same as mentioned in the TOR.

#### 9.2.4 Form 13: Team Composition

Professional Staff				
S. No.	Name of Staff	Area of Expertise	Position Assigned	Whether allocated Onsite/Offsite
1.				
2.				
3.				
n..				

Dated:

Place:

Signed & sealed: (Authorized representative of the firm)

Please Note:-

- a. This information should be provided for all key staff, such as team leaders, project managers, technical support staff, etc.
- b. The relevant CV's of the professional staffs mentioned above are also required to be given in the format provided under this section.
- c. Form 12 & form 13 should be in sync (Name of resources allocated) to each other.
- d. The SP should position requisite number of resources (as required onsite/offsite for smooth implementation of project) during the implementation and O & M duration of the contract.

9.2.5 Form 14: Curriculum Vitae (CV) for Proposed Professional Staff Template

1. Proposed Position [only one candidate shall be nominated for each position]: \_\_\_\_\_
2. Name of Firm [Insert name of firm proposing the staff]: \_\_\_\_\_
3. Name of Staff [Insert full name]: \_\_\_\_\_
4. Date of Birth: \_\_\_\_\_ Nationality: \_\_\_\_\_
5. Education [Indicate college/university and other relevant specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

S. No.	Educational Qualification	Name of College/ University	Month & Year of Passing	Marks Obtained
1.				
2.				
3.				
4.				
5.				

6. Total Years of Post-Qualification Experience: \_\_\_\_\_
7. Membership of Professional Associations: \_\_\_\_\_
8. Other Training [Indicate significant training since degrees under "5 - Education" were obtained]: \_
9. Countries of Work Experience: [List countries where staff has worked in the last ten years]:  
\_\_\_\_\_
10. Languages [For each language indicate proficiency: Yes/No in speaking, reading, and writing]:

S. No.	Languages	Read	Write	Speak
1	English			
2	Hindi			
3	Punjabi			
4	Any other Language			

11. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held, Project handled.]:

- i) Name of Employer: (Current Employer) \_\_\_\_\_  
Position held: \_\_\_\_\_  
Dates of employment (From & To): \_\_\_\_\_  
Project(s) handled: \_\_\_\_\_
  
- ii) Name of Employer: \_\_\_\_\_  
Position held: \_\_\_\_\_  
Dates of employment (From & To): \_\_\_\_\_  
Project(s) handled: \_\_\_\_\_

12. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_  
[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: \_\_\_\_\_

### 9.3 Annexure 3: Commercial Bid Format

#### 9.3.1 Form 15: Covering Letter

To,

The Director,  
Development and Panchayats Department  
Haryana Panchayat Bhawan, Plot no 3, Sector 28,  
Madhya Marg, Chandigarh-160028

Subject: Selection of System Partner for Study, Design, Development, Implementation, Operation & Maintenance of IT Solution for Development and Panchayats Department, Haryana.

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir,

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect of Selection of System Partner for Study, Design, Development, Implementation, Operation & Maintenance of IT Solution for Development and Panchayats Department, Haryana do hereby propose to provide services as specified in the Tender documents number <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

#### 1. PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the TOR documents. All the prices and other terms and conditions of this Bid are valid for a period of 90 calendar days from the date of opening of the Bid.
- We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- The proposal covers optional cost items and cost for additional work resulting from scope changes as specified in this document

#### 2. UNIT RATES

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in the Tender documents, other than those stated in deviation schedule, shall not be given effect to.

4. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

5. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

6. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the TOR. These prices are indicated in Annexure 3, Form 16 of this Section attached with our Tender as part of the bid proposal.

7. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the Annexure 4 of this document.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical deviations are attached here with this commercial Bid.

Thanking you,

Yours faithfully,

Date:

(Signature of the Bidder)

Place:

Designation & Seal.

Business Address:

### 9.3.2 Form 16: Summary of Cost Components

S. No.	Cost Components	Total Price	Taxes (wherever applicable)	Total cost (total price + taxes)
1	One Time Project Cost (A)			
2	Operations and Maintenance Costs (Quarterly Expenses for 3 years of contract after "Go-Live" (B)			
3	Cost of Help Desk for 3 years of contract after "Go-Live" (C)			
Grand Total cost for Bid Evaluation in Figures (Sum of Sr. No. 1 to 3)				
Grand Total cost for Bid Evaluation in Words (Sum of Sr. No. 1 to 3)				
4	Man month rates for additional work for onsite support (Location: Chandigarh) (D)			

Dated:

Signed & sealed:

Place:

(Authorized representative of the firm)

Please Note:

- i. It is necessary for the bidders to fill in all the fields of the Commercial Bid format strictly as per the format defined.
- ii. All of the above should be ITEMIZED.
- iii. For the purpose of evaluation of bids, financial parameters to be picked up will be the total price quoted for cost components at Sr. No. 1 to 3 only.
- iv. The quote for Man months at Sr. No. 4 will be used only for any additional work apart from the scope of this document and a separate work order will be issued only when required.
- v. It is mandatory to give the price for all the four cost components. Bids with missing cost components shall be rejected outrightly.

### 9.3.3 Form 17: Details of Cost Component

#### A. One Time Project Cost:

S. No.	Item	Total Price	Taxes (wherever applicable)	Total cost (total price + taxes)
1	Development & Implementation of complete IT Solution & related activities as per scope of work defined under this TOR (including STQC & security audit).			
2	License & Support Costs *			
	i). SSL certificate (with 3 year validity)			
	ii). Operating Systems (server)			
	iii). Application server			
	iv). Database			
	v). Any other software that is required to operate the software solution including any development or integration tool etc.			
3	Cost of any other items (if any) Note: The bidder is supposed to give the list of item (if any) and respective cost against each respective items			
Total cost for Bid Evaluation in Figures:				
Total cost in Words:				

#### B. Operations and Maintenance Costs for the complete IT Solution for 3 years of contract after "Go-Live Date" :

S. No.	Item	% of Total of One Time Project Cost (A)	Total Price	Taxes (wherever applicable)	Total cost (total price + taxes)
1	Operational & Maintenance Expense for 1st Year including any applicable License Support Costs *				
2	Operational & Maintenance Expense for 2 <sup>nd</sup> Year including requisite security audits & any applicable License Support Costs *				
3	Operational & Maintenance Expense for 3 <sup>rd</sup> Year including				



S. No.	Item	% of Total of One Time Project Cost (A)	Total Price	Taxes (wherever applicable)	Total cost (total price + taxes)
	requisite security audits & any applicable License Support Costs *				
Total cost for Bid Evaluation in Figures:					
Total cost in Words:					

Please Note:

- i. Bidders are requested to quote the percentage of the Total of One Time Fixed Cost against respective year(s) O & M support.
- ii. Bids will be evaluated based on the total cost given by the vendor for 3 years O & M.
- iii. The bidder shall also ensure to include the onsite manpower cost in the above O & M costs, in addition to the overall resources (onsite/offsite) to be deployed by the System Partner for smooth & effective functioning of IT Solution. No extra cost shall be borne by the Department in respect of the same.

C. Cost of Help Desk

S. No.	Requirement	Cost of 1st Year	Cost of 2nd Year	Cost of 3rd Year	Total cost (total price + taxes)
1	Help Desk as per SoW				
Total cost for Bid Evaluation in Figures:					
Total cost in Words					

D. List man month rates for additional work for onsite support (Location: Chandigarh).

S. No.	Category	Experience level	Monthly rate	Taxes (wherever applicable)	Total cost (total price + taxes)
1	Project Manager cum Technical Lead	7+ years			
2	Business Analyst / Trainer	5+ years			
3	Web Developer / UI Designer/ DBA	5+ years			
4	Mobile Developer (for Android/iOS)	4+ years			
Total cost in Figures:					
Total cost in Words					

Please Note:

- i. Qualifications and relevant work experience should be specified clearly for all the above.
- ii. Blended person-month rate for additional software development and implementation (computed taking a mix of experienced resources) computed on the basis of work effort ranging between 3 and 6 person months. This will be used for any add-on modules or significant extensions as the solution evolves.

- iii. Separate work order shall be issued to the system partner by the Department for execution of any additional work, only when required.

## Annexure 4 - Format for Performance Bank Guarantee

Date

TOR No.:-

To,

The Director,  
Development and Panchayats Department  
Haryana Panchayat Bhawan, Plot no 3, Sector 28,  
Madhya Marg, Chandigarh-160028

Dear Sir,

PERFORMANCE BANK GUARANTEE - For the Selection of System Partner for Study, Design, Development, Implementation, Operation & Maintenance of IT Solution for Development and Panchayats Department, Haryana.

### WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Operator), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated ..... (herein after, referred to as "Contract") with you for Project for Selection of System Partner for Study, Design, Development, Implementation, Operation & Maintenance of IT Solution for Development and Panchayats Department, Haryana, in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder/Tenderer) is required to furnish an unconditional and irrevocable Bank Guarantee in your favor for an amount of 10% of the contract value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of 10% of the contract value (in words and figures) without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be

binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till 6 months after the completion of the contract period (a minimum of 3 years & 10 months from the date of signing of contract), subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until the completion of Contract period.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights:

- i. Requiring to pursue legal remedies against Department; and
- ii. For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 10% of the contract value, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by

express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed 10% of the contract value. This Performance Bank Guarantee shall be valid only for the complete duration of the project from the Date of Signing of Contract; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before the completion of project.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated ..... this ..... day ..... 2018.

Yours faithfully,

For and on behalf of the ..... Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

## Annexure 5 - Contract Agreement

### CONTRACT AGREEMENT

THIS AGREEMENT is made on the <<day>> day of <<month>> 2018

BETWEEN:

Development and Panchayats Department having its office at Haryana Panchayat Bhawan, Plot no 3, Sector 28, Madhya Marg, Chandigarh-160028 India hereinafter referred to as "Department" (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the FIRST PART;

AND

M/s <<name of selected company>>, incorporated in India under the Companies Act, 1956 and having its registered office at <<registered office address>> (India) and place of business at <<business address of company>> hereinafter referred to as "The Company" (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the SECOND PART;

WHEREAS

- a) Department is desirous to implement the project for Study, Design, Development, Implementation and Operation & Maintenance of IT Solution for Development and Panchayats Department, Haryana. For the purpose, Department floated Terms of Reference (TOR No. \_\_\_\_\_) for the Selection of System Partner for the said project.
- b) The System Partner having represented to Department that it has the required professional skills, and personnel and technical resources, has agreed to provide the services on the terms and conditions set forth in this Contract;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- a) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the TOR.
- b) The following documents in relation with Terms of Reference issued for selection of System Partner shall be deemed to form and be read and construed as part of this Agreement viz:
  - i. Terms of Reference (TOR) Process
  - ii. Scope of Work (SOW)
  - iii. Instructions to Bidders
  - iv. Proposal Evaluation Process
  - v. Submission of Bids
  - vi. Terms & Conditions
  - vii. Award of Contract

- viii. Payment Schedule
- ix. All Annexure, amendments, supplements, corrigendum or clarifications thereto
- c) The contract shall begin from the date of signing of the contract, as and when the Project would be assigned to the System Partner
- d) The mutual rights and obligations of the Department and the System Partner shall be as set forth in the Contract, in particular:
  - i. The System Partner shall carry out the services in accordance with the provisions of the Contracts;
  - ii. The System Partner shall provide professional, objective and impartial advice and at all times hold the Department's interest paramount, strictly avoid conflicts with other assignments/ jobs, downstream projects or their corporate interests and act without any consideration for future work; and
  - iii. Department shall make payments to the System Partner in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by:  
(Name and designation)  
Authorized Signatory of the Department

Signed by:  
(Name and designation)  
Authorized Signatory of the Company