

***Request for Empanelment  
of Companies/Agencies  
for  
Data Entry work  
for  
various Departments/Boards/Corporations  
of Haryana State.***



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## 1 Invitation for Empanelment

- 1.1 IT (Information Technology) has made revolutionary changes in the Society. Over the last few years, the IT industry has grown at a remarkable pace covering most aspects of computing and technology. The success of Indian Firms & professionals in IT arena has been spectacular and with abundant pool of IT talent, connectivity and wide infrastructure, Haryana has emerged as a leader in utilizing its IT skills. Government of Haryana is committed to provide citizen services in their locality, in faster & transparent manner, at reasonable cost. State Government Departments/Boards/Corporations are developing various e-Governance applications to provide citizen services. To ensure seamless integration and standardization of these e-Governance applications, the State Government has decided to put in place a framework for development and implementation of e-Governance in the State.
- 1.2 HARTRON invites proposals on behalf of State from eligible companies/agencies for empanelment for Data Entry Work to Support various Departments, Boards and Corporations of State. Empanelment shall be carried out as per the procedure laid down in this document and a list of qualified agencies shall be published after approval.
- 1.3 The validity of empanelment will be for a period of two years from **the date of issue of Empanelment letter**, extendable by one more year to enable meeting organizational needs for unfinished or extended engagement needs. HARTRON/Electronics & Information Technology Department shall not provide any minimum guarantees of business to the empanelled agencies and reserves the right to terminate the empanelment at any time owing to deficiency of service, sub-standard quality of manpower deployed, insolvency/ performance of selected agency(s), adoption of unethical practices and/or other situations involving material breach. HARTRON/E & IT Department, also reserves the right to terminate in whole or part this empanelment without assigning reasons, including modifications, to the extent that it is feasible and permitted within the spirit of this requirement.
- 1.4 This RFE is for Empanelment purpose only. The deployment of resources/team shall be as per the project requirements and the same will be conveyed at the time of project allotment.

## 2 Scope of services in relation to an engagement

A complete Data Entry should comprise of following elements, features & processes:

1. Data Entry of particulars (Numerical & Alphabetic) from registers/forms.
2. Check-list generation, Proof Reading, Updation of record & final check-list with back-up.
3. The party shall be responsible for maintaining the confidentiality of data supplied. The original data or punched data will not be used for any other purpose during or after the job.
4. The data punching and verification of source documents will be as per the specified format (Annexure-I) and guidelines issued by HARTRON from time to time.
5. The source document will be in Hindi/Punjabi/English either typed or hand written.
6. Department will provide Data Structure for Data Entry.
7. The party shall have to supply the dully Punched and verified data as per requirements (in English/Hindi/Punjabi) on CDs/DVDs/HDDs as per defined schedule. The party will also have to keep back-up of the punched data till the completion of the project.
8. The data entry should as per the format and fonts defined by the Corporation from time to time.
9. In case of loss of any source document, no payment will be made to the party and party will be black listed and EMD will be forfeited.

## 3 Instructions for Empanelment

In order to be considered for empanelment, Companies/Agencies should submit their offers (hereinafter called bids) conforming to the following instructions:

- 3.1 The Organization/Company having Average Annual Turnover and Average turnover from Data Entry work relevant to the scope of services described in Section 2 for the last three Financial Years, the respective Department/ Corporation/ Board may invite bids from empanelled vendors for their projects:

(1)	(2)
<b>Average Turnover for the last 3 Financial Years (2013-14, 2014-15 &amp; 2015-16)</b>	<b>Average Turnover of Data Entry work during 2013-14, 2014-15 and 2015-16</b>
>=Rs. 25 Lacs	>= Rs.10 Lacs

- 3.2** In addition to the above, the companies / agencies should have made profits in two out of the past three years and should have a positive net worth.
- 3.3** The Application Form should be complete in all respects. The details provided by the Company/Agency in the Forms, should be complete, valid, current and active.
- 3.4** Incomplete offers will be rejected without giving any reason.
- 3.5** The empanelment of Companies for Data Entry work shall follow a two stage process:

Stage-1 Prequalification: The Company/Agency should meet the prequalification criteria as set out in Section 5.1.

Stage-2 Technical evaluation: Technical bids of only those Companies/Agencies qualifying in Stage-1 shall be taken up for technical evaluation as per the Technical bid evaluation criteria set out in Section 5.2.

(Note: 1. The documents towards Pre-qualification and Technical documents are to be uploaded.  
2. Pre-qualification & technical documents are also to be submitted in hard copy to Hartron within 2 days after closing of submission date)

**3.6 Other instructions:-**

- I. During prequalification and technical evaluation of bids, HARTRON, may at its discretion, seek clarifications from the bidders on their bids and the bidders are required to respond within the time frame prescribed by HARTRON.
- II. At any time prior to the prescribed last date for receipt of offers, HARTRON reserves the right to modify the RFE document. The amendments and modifications to the RFE document shall be notified on the HARTRON website ([www.hartron.org](http://www.hartron.org)) and <https://haryanaeprocurement.gov.in> only, which shall be binding on the bidders. Bidders are advised to frequently visit the website of HARTRON for updates.
- III. Bids from a consortium of agencies are not allowed.
- IV. The bids prepared by the bidders and all correspondence and documents relating to the bids exchanged between the HARTRON and the bidders shall be in English language.
- V. All pages of the bid should be initialed and stamped by the Authorized Representative of the bidder. Where an assigned Authorized Representative has signed the bid, a Certificate of Authority should be submitted.
- VI. The cost related to the empanelment shall be borne by the bidder.

**3.7 Empanelment Charges**

The company/agency qualified for empanelment shall have to pay the empanelment charges per year to Hartron as detailed below:

Rs.10,000 + Service Tax as applicable (15% as on date).

### 3.8 Bid Documents

The bids prepared by the Company/Agency shall comprise and conform to the following Standard forms:

#### Prequalification Proposal

- I. Pre-Qual Form-1 (Prequalification Proposal Submission Form)
- II. Pre-Qual Form-2 (Bidders' Organization and Experience)

#### Technical Proposal

- I. Tech Form-1 Technical bid submission form
- II. Tech Form-2 Overall experience and organizational strength
- III. Tech Form-3 Presentation
- IV. Tech Form-4 Qualification and Competence of professional staff
- V. Tech Form-5 Statement for seeking clarifications and deviations in the document.

### 4 Instructions to Bidders on Electronic Tendering System:-

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

#### 4.1 Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e-Procurement Portal i.e. <https://haryanaeprocurement.gov.in>. Please visit the website for more details.

#### 4.2 Obtaining a Digital Certificate:

- The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website - <https://haryanaeprocurement.gov.in>.

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- The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities.
  - Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during bid preparation stage. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
  - In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
  - In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
  - The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

#### 4.3 Opening of an Electronic Payment Account:

For applying online, bidders are required to pay the Application Processing fee online using the electronic payments gateway service shall be integrated with the system. For online payment guidelines, please refer to the Home page of the e-tendering Portal <https://haryanaeprocurement.gov.in>.

#### 4.4 Pre-requisites for online bidding:

In order to bid online on the portal <https://haryanaeprocurement.gov.in> , the user machine must be updated with the latest Java & DC setup. The link for downloading latest java applet & DC setup are available on the Home page of the e-tendering Portal.

#### 4.5 Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://haryanaeprocurement.gov.in>

#### 4.6 Download of Tender Documents:

The RFE document can be downloaded free of cost from the e-Procurement portal <https://haryanaeprocurement.gov.in> and Hartron website [www.hartron.org](http://www.hartron.org)

#### 4.7 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

#### 4.8 Bid Preparation (Pre- Qualification, Technical), Online Payment of Application Processing Fee, eService fee, EMD fees of online Bids:

- The online payment for Application Processing fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for application processing fee and eService Fee can be made by eligible bidders/ contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT.
- The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.
- The bidders shall upload their pre-qualification offer containing documents, qualifying criteria and all other terms and conditions with proper index, numbering and signed on each page.
- If bidder fails to complete the Online Bid Preparation & Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted, and hence not appear during tender opening stage.
- Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://haryanaeprocurement.gov.in>.
- For help manual please refer to the 'Home Page' of the eProcurement website at <https://haryanaeprocurement.gov.in>, and click on the available link 'How to .. ?' to download the file.



## 4.9 Guideline for Online Payments in e-tendering

- Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in. On the respective Department's page in the e-tendering portal, the Bidder would have following options to make payment for RFE document & EMD:

- i. Debit Card
- ii. Net Banking
- iii. RTGS/NEFT

- Operative Procedures for Bidder Payments

### A) Debit Card

The procedure for paying through Debit Card will be as follows.

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment
- (vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal
- (viii) The status of the payment is displayed as "successful" in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,
- (ix) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

### B) Net Banking

The procedure for paying through Net Banking will be as follows:

- (i) Bidder selects Net Banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks
- (v) Bidder chooses his / her Bank
- (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank

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- (vii) Bidder enters his account credentials and confirms payment
  - (viii) The Bank verifies the credentials and confirms with “successful” or “failure” message to the Net Banking gateway which is confirmed back to e-Procurement portal.
  - (ix) The page is automatically routed back to e-Procurement portal
  - (x) The status of the payment is displayed as “successful” in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
  - (xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

### C) RTGS/ NEFT

The bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

- i. Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.
- ii. Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.
- iii. Each challan shall therefore include the following details that will be pre-populated:
  - Beneficiary account no: (unique alphanumeric code for e-tendering)
  - Beneficiary IFSC Code:
  - Amount:
  - Beneficiary bank branch:
  - Beneficiary name:
- iv. The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.
- v. The bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.
- vi. Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

**D) List of Net banking banks**

Sr.no	Name of the bank	Sr.no	Name of the bank
I.	Allahabad Bank	II.	Axis Bank
III.	Bank of Bahrain and Kuwait	IV.	Bank of Baroda
V.	Bank of India	VI.	Bank of Maharashtra
VII.	Canara Bank	VIII.	City Union Bank
IX.	Central Bank of India	X.	Catholic Syrian Bank
XI.	Corporation Bank	XII.	Deutsche Bank
XIII.	Development Credit Bank	XIV.	Dhanlaxmi Bank
XV.	Federal Bank	XVI.	HDFC Bank
XVII.	ICICI Bank	XVIII.	IDBI Bank
XIX.	Indian Bank	XX.	Indian Overseas Bank
XXI.	Indusind Bank	XXII.	ING Vysya Bank
XXIII.	J and K Bank	XXIV.	Karnataka Bank
XXV.	Kotak Mahindra Bank	XXVI.	Karur Vysya Bank
XXVII.	Punjab National Bank	XXVIII.	Oriental Bank of Commerce
XXIX.	South Indian Bank	XXX.	Standard Chartered Bank
XXXI.	State Bank of Bikaner and Jaipur	XXXII.	State Bank of Hyderabad
XXXIII.	State Bank of India	XXXIV.	State Bank of Mysore
XXXV.	State Bank of Travencore	XXXVI.	State Bank Of Patiala
XXXVII.	Tamilnad Mercantile Bank	XXXVIII.	Union Bank of India
XXXIX.	United Bank of India	XL.	Vijaya Bank
XLI.	Yes Bank		

Further for any clarification on process for e-tendering, the bidders are requested to contact the service provider at the following:-

M/s Next Tender (India) Pvt. Ltd.

O/o DGS&D Haryana,

SCO-9, IInd Floor,

Sector-16, Panchkula - 134108

E-mail: [chandigarh@nexttender.com](mailto:chandigarh@nexttender.com)

Helpdesk No. 1800 180 2097 (Toll free)

**4.10 Payment of Application Processing Fee and EMD**

- The Bidders shall have to pay for the EMD (as per Section 5.1-point No. 8) & eService Fee of Rs.1000/- online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks.
- The Payment for Application processing fee and eService Fee can be made by eligible bidders online directly through Debit Cards & Internet Banking Accounts. The Payment for EMD can be made online directly through RTGS / NEFT and the bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.
- The bidders have to complete 'Bid Preparation & Submission' stage on scheduled time as mentioned above. If any bidder failed to complete his/her aforesaid stage

in the stipulated online time schedule for this stage, his/her bid status will be considered as 'bids not submitted'.

- Bidder must confirm & check his/her bid status after completion of his/her all activities for e-bidding.
- Bidder can rework on his/her bids even after completion of 'Bid Preparation & submission stage' (Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Bidder Stage.

## 5 Evaluation Criteria:-

5.1 The Companies/Agencies will be shortlisted based on prequalification criteria defined as below:-

Sr. No.	Pre-qualification Criteria	Supporting Documents to be furnished
1.	The bidder should be registered in India under the Companies Act 1956/Limited Liability Partnership Act 2008/ Proprietorship Firm with their registered office in India for the last three years as on date of submitting its Application.	Certificate of Incorporation / Partnership Deed.
2.	The bidder should be operating in the field of Data Digitization from the last three financial years.	Attested copy of the Memorandum and Articles of Association/ Incorporation Document & LLP Agreement.
3.	Average Turnover as specified in clause 3.1 for the last 3 Financial Years (2013-14, 2014-15 and 2015-16).	• Audited Annual Financial Statements and Annual Report and Certified statement from the Current Statutory Auditors of the Company/Agency for the FY 2013-14, 2014-15 & 2015-16.
4.	Average turnover for the last 3 Financial Years (2013-14, 2014-15 and 2015-16) from Data Digitization and its Implementation as specified in clause 3.1.	• Audited Annual Financial Statements and Annual Report and Certified statement from the Current Statutory Auditors of the Company/Agency for the FY 2013-14, 2014-15 & 2015-16.

5.	<p>The bidder must have executed at least two jobs of Data Digitization work for any Govt. organization/undertaking/Limited Company during last three years of minimum value of Rs. 1.0 lacs each.</p> <p>Bidder should have completed at least one job having min. 25 thousand records for any Govt. organization/undertaking/Limited Company during last three years.</p>	<ul style="list-style-type: none"> <li>• Certificate from the current authorized signatory of the Company/Agency.</li> <li>• Work Order</li> <li>• Completion Certificate/ Client Certificate and citations.</li> </ul> <p>Note: In the event of a multi-stage, multi-service engagement, a completed phase supported by a client certificate or documentation/ payment realization shall also be considered equivalent i.e. ongoing project can be considered subject to the receipt of payment for services equivalent/higher to the Criteria specified in the RFE.</p>
6.	The bidder should have minimum 5 Full Time Technical Resources on their own payroll as on date of submission of bid.	Certificate and list of professionals from the current authorized signatory of the Company/Agency along with their Provident Fund Numbers.
7.	The bidder should be an individual organization. Consortium shall not be allowed.	Certificate from the current authorized signatory of the Company/Agency
8.	The bidder should also pay Rs. 50,000/- towards Earnest Money.	The Payment for EMD can be made online directly through RTGS / NEFT and the bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.
9.	The bidder should not have been blacklisted as on the last date of submission of offer by any Government Agency in India or under a declaration of ineligibility for fraudulent or corrupt practices or inefficient/ineffective performance.	Certificate from the current authorized signatory of the Company/Agency.
10.	Bidder should have minimum 10 Computers with latest configuration along-with two LaserJet Printers with speed above 24 PPM & One Scanner (above 24 PPM).	Provide List mentioning its make & year of manufactured.

## 5.2 Technical Evaluation.

The technical bids of all the bidders who qualify the Prequalification criteria shall be evaluated. The Selection Committee shall evaluate the technical bid with reference to the information provided in the Forms Tech Form 1 to Tech Form 5 and their supporting documents.

- The criteria for Technical evaluation are as follows:

Sr No	Evaluation Criteria	(Score in points)								
1.	<p><b>Experience in Data Digitization Work</b> - Bidder should demonstrate their past experience in delivering Data Entry projects (as defined in Section 2) in a maximum of three (3) engagements relevant to their services offerings during the past three years.</p> <p>Out of the above projects, the value of each project (up to a maximum of three projects) based on billable value as specified in the table below. Such amount has to be fully billed and realized for award of scores.</p> <table border="1"> <thead> <tr> <th>Project value in Rs</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>&gt; 5 lakhs</td> <td>10</td> </tr> <tr> <td>&gt; 3 &lt;= 5 lakhs</td> <td>7</td> </tr> <tr> <td>&gt;= 1 &lt;= 3 lakhs</td> <td>5</td> </tr> </tbody> </table> <p>Proof of successful completion of engagements/realization of payments pertaining to Data Entry job (Work Order, Completion Certificate/ Client Certificate and citations) should be furnished. (Any project whether complete or on-going can be demonstrated where the services delivered are of the value as specified in the RFE)</p> <p><i>Note: Upto a max of 10 points per project would be awarded based upon services delivered as per the scope (Section 2), complexity and scale of the projects</i></p>	Project value in Rs	Score	> 5 lakhs	10	> 3 <= 5 lakhs	7	>= 1 <= 3 lakhs	5	30
Project value in Rs	Score									
> 5 lakhs	10									
> 3 <= 5 lakhs	7									
>= 1 <= 3 lakhs	5									
2.	<p><b>Government Experience</b></p> <p>Out of the engagements specified, if at least one engagement has been completed for any Govt. organization/undertaking/Limited Company.</p>	10								
3.	<p><b>Full Time Professionals:</b></p> <p>Number of Full Time Technical Resources (as per Tech Form 4)</p> <table border="1"> <thead> <tr> <th>Number of full time Technical Resources</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>&gt;=15</td> <td>15</td> </tr> <tr> <td>&gt;=10 &lt; 15</td> <td>12</td> </tr> <tr> <td>&gt;=5 &lt; 10</td> <td>10</td> </tr> </tbody> </table>	Number of full time Technical Resources	Score	>=15	15	>=10 < 15	12	>=5 < 10	10	15
Number of full time Technical Resources	Score									
>=15	15									
>=10 < 15	12									
>=5 < 10	10									

4.	<p><b>Local presence:</b></p> <p>Demonstrated by presence of a local office (<b>Chandigarh/ Panchkula/Mohali or Delhi/NCR</b>) with qualified full-time technical staff (<b>These resources shall be stationed at Local Office/Offices</b>)</p>	10
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Minimum 70% marks in Technical evaluation will be required for empanelment.

### 5.3 Earnest Money Deposit

- The Earnest Money of Rs.50,000/- (refundable on expiry of the empanelment) is to be deposited online directly through RTGS / NEFT and the bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan. The EMD already lying with the Corporation will not be considered for this case.
- The Earnest Money deposited shall be liable to be forfeited in case the concerned Department informs that the empanelled Agency has failed to execute the project assigned as per the terms and conditions.
- No interest will be paid on the amount of Earnest Money.
- Proper notice will be given to the empanelled agency with reasonable time before Earnest Money/Performance Bank Guarantee is forfeited.
- Forfeiture of Earnest Money/ Performance Bank Guarantee shall be without prejudice to any other right of Hartron/concerned Department to claim any damages as admissible under the law as well as to take such action against the empanelled Company/Agency such as severing future business relation or black listing etc.
- In case the empanelled agency fails to participate continuously in more than three bids then the empanelment shall be cancelled and Earnest Money Deposited will be refunded after deduction of dues, if any.

## 6 Process of Award of Work by a Department

- 6.1 The decision regarding engagement of any empanelled agency and award of work lies with the concerned Department/ Board/ Corporation.
- 6.2 Department will take approval from the competent authority as per procedure before allotment of project to Company/Agency.
- 6.3 Department will invite proposal from the empanelled Companies/Agencies for providing Data Entry Services, on the basis of scope of work which will be circulated by the department along with clearly defined selection criteria, milestones, payment terms & conditions, SLAs etc.

- 6.4** Payments shall be made on the basis of an invoice as per the payment milestones applicable to the engagement. **The payment terms & conditions will be defined at the time of allotment of projects.**
- 6.5** Applicable Taxes including Service tax shall be payable as applicable over and above the prices specified. Tax withholdings would be as applicable under law.
- 6.6** Work would be carried out in the premises of concerned department/Hartron (at the district level/Chandigarh/as per requirement in the state/in the premises of the Company/Agency or as per the requirement of the concerned department. No out of pocket expenses shall be provided and the same shall be the responsibility of the agency. **However, expenses relating to tours will be borne by the concerned Department as per Govt. procedures equivalent to that post, which will be addressed at the time of allotment.**
- 6.7** Department will take a Performance Bank Guarantee (PBG) of value up to 10% of total engagement value from the selected Agency which shall be returned back after successful completion of work awarded.
- 6.8** The ownership of all deliverables artifacts resulting from such engagements including any intellectual property shall vest solely with the Govt. of Haryana.

## **7 General Terms and Conditions :**

- 7.1 Change of name of the Company/Agency:** During the period of empanelment, if the name of the company/agency has undergone a change due to acquisition, amalgamation etc., the company/agency shall inform HARTRON/E & IT Department within one month. In such cases, all the obligations under the contract with HARTRON/E & IT Department should be passed on for compliance to the successor company.
- 7.2** Agencies empanelled for Providing Data Entry services are allowed only for providing the prescribed services. Further, this empanelment will not be used for any kind of PPP models like BOOT, BOO etc.
- 7.3** The services and deliverables by the selected Agency must ensure compliance to relevant e-Governance Policy Accessibility guidelines and all other relevant e-Governance standards and guidelines published by Govt. of India or Govt. of Haryana as may be applicable from time to time.
- 7.4** The empanelled Companies/Agencies working on e-Governance Project for Haryana State must sign Non-Disclosure Agreement (NDA) with the concerned department. The Draft Agreement (NDA) is at Annexure-I.
- 7.5** Force Majeure: For the purpose of this clause, 'Force Majeure' shall mean an event that is unforeseeable, beyond the control of the parties and not involving the parties' fault or negligence. Such events may include acts of the



Government either in its sovereign or in its contractual capacity, war, civil war, insurrection, riots, revolutions, fire, floods, epidemics, quarantine, restrictions, freight, embargoes, radioactivity and earthquakes. The empanelled Agency shall not be liable if the delay in the discharge of its obligations under this agreement is the result of an event of Force Majeure as defined above.

If a Force Majeure situation arises, the empanelled Company/Agency shall promptly notify to the concerned department in writing of such conditions and the cause thereof. Unless otherwise directed by the concerned department in writing, the empanelled Company/Agency shall continue to perform its obligations under this Agreement, as far as it is reasonably practical and shall seek all reasonable means of performance not prevented by the Force Majeure event.

## 8 Key Events

#	Key Activities	Date
1	Upload of RFE Document	08.12.2016
2	Last date for submission of written queries for clarification	15.12.2016
3	Last date for providing clarifications	19.12.2016
4	Last date and time for submission of bid	27.12.2016
5	Date & time of opening of pre-qualification bids	28.12.2016 at 12:00 Noon

## 9 Address for Communication & Proposal Submission

**Managing Director,**  
Haryana State Electronics Development Corporation Ltd.,  
Bays 73-76, Sector-2,  
Panchkula  
**Phone :** 0172-2580096, 2585477  
**E-mail :** hartron@hartron.org, mdhartron-hry@gov.in

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## Forms

### **Pre-Qual Form-1: Pre-Qualification Proposal Submission Form**

(To be submitted on the letter head of the bidder)

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To:

The Managing Director  
Haryana State Electronics Development Corporation Ltd.  
S.C.O. 111-113,  
Sector 17-B,  
Chandigarh-160017

Subject: Submission of Pre-qualification Proposal for empanelment with HARTRON for providing Data Entry services to Departments/Boards/Corporations of State Govt.

Dear Sir,

We, the undersigned, offer to provide Data Entry Services to Departments/Boards/Corporations that are implementing the e-Governance projects in accordance with your Request for Empanelment dated \_\_\_\_\_. We are hereby submitting our Proposal, which includes this Pre-Qualification Proposal and Technical Bid sealed in separate envelopes inclusive of the services that would be provided by us as part of this empanelment.

We hereby declare that all the information and statements made in this Pre-Qualification Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of the RFE document.  
We understand you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

### Pre-Qual Form-2: Bidders' Organization & Experience

1.	Name of the bidder		
2.	Mailing address in India		
3.	Telephone and fax number		
4.	E-mail address		
5.	Name and designation of the Authorized Representative of the bidder		
6.	Year of establishment and constitution of organization		
7.	PAN No. of bidder :		
8.	TAN No. of bidder :		
9.	VAT No. of bidder :		
10.	CST No. of bidder :		
11.	Service Tax No. of bidder :		
Sr. No.	Pre-qualification Criteria	Supporting Documents to be furnished	Compliance YES / NO
1.	The bidder should be registered in India under the Companies Act 1956/Limited Liability Partnership Act 2008/Proprietorship Firm with their registered office in India for the last three years as on date of submitting its Application.	Certificate of Incorporation / Partnership Deed.	
2.	The bidder should be operating in the field of Data Digitization from the last three financial years.	Attested copy of the Memorandum and Articles of Association/ Incorporation Document & LLP Agreement.	
3.	Average turnover as specified in clause 3.1 for the last 3 Financial Years (2013-14, 2014-15 and 2015-16).	<ul style="list-style-type: none"> <li>Audited Annual Financial Statements and Annual Report and Certified statement from the Current Statutory Auditors of the Company/Agency for the FY 2013-14, 2014-15 &amp; 2015-16.</li> </ul>	

4.	Average turnover per year for the last 3 Financial Years (2013-14, 2014-15 and 2015-16) from Data Digitization as specified in clause 3.1.	<ul style="list-style-type: none"> <li>• Audited Annual Financial Statements and Annual Report and Certified statement from the Current Statutory Auditors of the Company/Agency for the FY 2013-14, 2014-15 &amp; 2015-16.</li> </ul>	
5.	<p>The bidder must have executed at least two jobs of Data Digitization work for any Govt. organization/undertaking/ Limited Company during last three years of minimum value of Rs. 1.0 Lacs each</p> <p>Bidder should have completed at least one job having min. 25 thousand records for any Govt. organization/undertaking/Limited Company during last three years.</p>	<ul style="list-style-type: none"> <li>• Certificate from the current authorized signatory of the Company/Agency.</li> <li>• Work Order</li> <li>• Completion Certificate/ Client Certificate and citations.</li> </ul> <p>Note: In the event of a multi-stage, multi-service engagement, a completed phase supported by a client certificate or documentation/ payment realization shall also be considered equivalent i.e. ongoing project can be considered subject to the receipt of payment for services equivalent/higher to the Criteria specified in the RFE.</p>	
6.	The bidder should have minimum five Full Time Technical Resources on their own payroll as on date of submission of bid as follows.	Certificate and list of professionals from the current authorized signatory of the Company/Agency along with their Provident Fund Numbers.	
7.	The bidder should be an individual organization. Consortium shall not be allowed.	Certificate from the current authorized signatory of the Company/Agency	
8.	The bidder should also enclose pay an amount of Rs. 50,000/- towards Earnest Money.	The Payment for EMD can be made online directly through RTGS / NEFT and the bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.	

9.	The bidder should not have been blacklisted as on the last date of submission of offer by any Government Agency in India or under a declaration of ineligibility for fraudulent or corrupt practices or inefficient/ineffective performance.	Certificate from the current authorized signatory of the Company/Agency.	
10.	Bidder should have minimum 10 Computers with latest configuration along-with two LaserJet Printers with speed above 24 PPM & One Scanner (above 24 PPM).	Provide List mentioning its make & year of manufactured.	

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

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**Tech Form-1: Technical Bid Submission Form**

(To be submitted on the letter head of the bidder)

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To:

The Managing Director  
Haryana State Electronics Development Corporation Ltd.  
S.C.O. 111-113,  
Sector 17-B,  
Chandigarh-160017

Subject: Submission of Technical Proposal for empanelment with HARTRON for providing Data Entry services to Departments/Boards/Corporations of State Govt. for Group III.

Dear Sir,

We, the undersigned, offer to provide Data Entry Services to State Government Departments/Boards/Corporations that are implementing the various e-Governance initiatives in accordance with your Request for Empanelment dated \_\_\_\_\_. We are hereby submitting our Proposal which includes this Technical bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of the RFE document. We would hold the terms of our bid valid till our empanelment, as stipulated in the RFE document.

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

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

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**Tech Form-2: Bidders' Overall Experience**

Sl. No.	Name of Assignment	Client Name and Description (Government Department/ Private)	Services delivered, key resources	Project Value, dates/duration and current status	Supporting documentation
1.					
2.					
3.					
4.					
5.					
6.					

NOTE: For each project specified above, please provide separate information (not exceeding two pages) on all relevant points to support evaluation. **Provide the details for each project (submitted for evaluation) not exceeding 2 pages for each of the relevant points. This will help in understanding the project at a glance.**

### **Tech Form-3: Bidders' Presentation**

THE BIDDERS SHOULD ENCLOSE A HARD COPY OF THEIR PRESENTATION MATERIAL AS A PART OF THIS FORM. THE PRESENTATION SHOULD DEMONSTRATE COMPETENCE AND EXPERIENCE WITH PROOF AND THE PAST EXPERIENCE IN SUPPORT OF EVALUATION.

PRESENTATION OF THE HIGHLIGHTS OF NO MORE THAN THREE (3) PROJECTS SUBMITTED FOR EVALUATION INCLUDING GOVERNMENT SECTOR EXPERIENCE, INCLUDING STAFF STRENGTH, COMMERCIAL INFORMATION (where applicable), SERVICE DELIVERY APPROACH, LOCAL OFFICE INFORMATION, etc. SHOULD BE GIVEN. **Submit hard copy & soft copy of the presentation.**

- Note:
1. All of the above projects should be from the project references submitted in their proposal and should not exceed 20 slides.
  2. The presentations will be held at Panchkula. The date of presentation shall be conveyed separately.



**Tech Form-4: Qualification & Competence of Professional Staff along with Data Digitization related infrastructure available.**

**A) Qualification & Competence of Professional Staff**

Sr. No	Resource Category	Prescribed Qualification	Minimum period of relevant experience	Number of full Time resource persons fulfilling the prescribed qualification & experience
1				
2				
3				

**B) Computers, Printers etc. infrastructure available**

Sr. No	Item Details (Computers, Printers etc.)	Qty.
1.		
2.		
3.		
4.		

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**Tech Form-5: Statement for Seeking Clarifications & Deviations in the RFE**

Dear Sirs,

The following are the clarifications and deviations sought for on the terms and conditions and Scope of Work against this RFE. These clarifications and deviations are exhaustive.

Sr. No.	Section No.	Para No.	Page No.	Statement of clarifications /Deviations	Remarks

**Non-Disclosure Agreement****Annexure I**

This Non-Disclosure Agreement ("Non-Disc") is made and entered into \_\_\_ day of \_\_\_ month \_\_\_ year (effective date) by and between \_\_\_\_\_ ("Department") and \_\_\_\_\_ ("Company"). Whereas, Department and Company have entered into an Agreement ("Agreement") \_\_\_\_\_ effective \_\_\_\_\_ for \_\_\_\_\_; and

Whereas, Each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").

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

**1. Definitions.** As used herein:

- (a) The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department's Information including citizen /users /persons /customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information
- (b) The term, "Department" shall include the officers, employees, agents, consultants, contractors and representatives of Department
- (c) The term, "Company" shall include the directors, officers, employees, agents, and representatives of Company, including its applicable affiliates and subsidiary companies.

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

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- (a) Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
  - (b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed here under, but in no event take less care with the Confidential Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
  - (c) Not to make or retain copy of any commercial or marketing plans, Citizen / users /persons /customers database, Proposals developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
  - (d) Not to disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
  - (e) Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent Record or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
  - (f) Not to discuss with any member of public, media, press, or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department
3. **Onus.** Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions
4. **Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
- (a) Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
  - (b) After it has become generally available to the public without breach of this Agreement by Company; or
  - (c) Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
  - (d) Which Department agrees in writing is free of such restrictions.
  - (e) Which is received from a third party not subject to the obligation of Confidentiality with respect to such Information;

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- 5. Remedies.** Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.
- 6. Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
- 7. Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
- 8. No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are party or by which the respective parties are bound.
- 9. Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder
- 10. Dispute Resolution.** If any difference or dispute arises between the Department And the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any

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such dispute shall be referred to the Principal Secretary, Information Technology, Haryana Government.

- (a) The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
- (b) The place of arbitration shall be Chandigarh.
- (c) The arbitrator's award shall be substantiated in writing and binding on the parties.
- (d) The proceedings of arbitration shall be conducted in English language.
- (e) The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.

**11. Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Chandigarh, India only.

**12. Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.

**13. Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

**14. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**15. Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

- 16. Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
- 17. Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive for a period of 3 years after expiration or termination of this Agreement.
- 18. Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.
- 19. Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to \_\_\_\_ years from the "effective date".

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

**I. For Department,**

**For Company**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title:

Title:

WITNESSES:

1.

2.