

**Terms of Reference (TOR)
FOR
Selection of System Partner
from Companies/Agencies empanelled
FOR
Development and Implementation of
Online Building Plan Approval System**

Issued on 10-03-2017

BY

Haryana State Electronics Development Corporation Limited



Table of Contents

Guideline for Online Payments at e-Procurement Portal of Government of Haryana.....	6
1 Terms of Reference (TOR) Process	16
1.1 Bid Documents	16
1.2 General Eligibility Criteria for Bidders	16
1.3 Supplemental Information to the TOR	18
1.4 TOR Format	18
1.5 Proposal Preparation Costs	18
1.6 Hartron's Right to Terminate the Process.....	18
1.7 Instructions to Bidders on Electronic Tendering System	18
1.8 Late bids.....	19
1.9 General Guidelines for bid opening.....	19
1.10 Bid Opening.....	19
2 SCOPE OF WORK	20
2.1 About Online Building Plan Approval System.....	20
2.2 About the Project.....	20
2.3 Broad Expectations from the proposed Online Building Plan Approval System.....	20
2.4 Approach to Project Implementation.....	25
2.4.1 Stage 1:Detailed Functional Requirement study, System Requirements Study and System Design	25
2.4.2 Stage-2: Implementation, configuration, integration and software testing of web based application software for Online Building Plan Approval System (OBPAS).....	26
2.4.3 Stage-3: Training to staff as well as other stakeholders for use of the system.	26
2.4.4 Stage-4: Go-Live of Online Building Plan Approval System (OBPAS):.....	26
2.4.5 Stage-5: Operation and Maintenance of the Online Building Plan Approval System (OBPAS).	27
2.5 Timelines for Project Implementation.....	29
Stage-2: Implementation, configuration, integration and software testing of web based application software for Online Building Plan Approval System (OBPAS).....	29
2.6 Performance Requirements (SLAs).....	30
2.7 Bidder Responsibilities.....	31
2.8 Hartron and departments Responsibilities	32
3 Instructions to Bidders	33
3.1 Period of Validity of Bids	33
3.2 Non-Conforming Bids.....	33
3.3 Amendment/Corrigendum of bidding documents.....	33
3.4 Language of Bids	33

3.5	Prices	33
3.6	Correction of errors	33
3.7	Measurements and Arithmetic Conventions	34
3.8	Rejection	34
3.9	Modification and Withdrawal of Proposals	35
3.10	Proposal Cover Letter	35
3.11	General information of the bidders.....	35
3.12	Bidder's Authorization Certificate	35
3.13	Conflict of Interest	35
3.14	Authenticity of Documents submitted.....	35
3.15	Completeness of the Bidding Documents.....	36
3.16	Unconditional Bidding Documents	36
3.17	Complete Responsibility for the completion and execution of the project in all respects.	36
3.18	Source Code and Intellectual Property Rights	36
3.19	Deviations and Exclusions	36
3.20	Acknowledgement of Understanding of Terms	36
3.21	Other Conditions	36
4	Proposal Evaluation Process.....	39
4.1	Evaluation of Bid	39
4.1.1	Technical evaluation	39
4.1.2	Commercial evaluation.....	39
4.1.3	Quality and Cost Based Selection.....	41
5	Submission of bids	42
5.1	Overall Bid Content	42
5.2	Attachments with Bid.....	42
5.3	Part -1: General Information & Compliance to Instructions to Bidder	42
5.3.1	Proposal Cover Letter	42
5.3.2	General information of the bidders.....	42
5.3.3	Bidder's Authorization Certificate	43
5.3.4	Conflict of Interest	43
5.3.5	Authenticity of Documents submitted.....	43
5.3.6	Completeness of the Bidding Documents.....	43
5.3.7	Unconditional Bidding Documents	43
5.3.8	Complete Responsibility for the completion and execution of the project in all respects.	43
5.3.9	Deviations and Exclusions	43
5.3.10	Source Code and Intellectual Property Rights.....	44
5.4	Part -2: Technical Bid	44

5.4.1	Technical Proposal.....	44
5.4.2	Project Description Template	45
5.4.3	Work Schedule Template.....	45
5.4.4	Team Composition and Task Assignments	45
5.4.5	Curriculum Vitae (CV) for Proposed Nodal officer (Project Lead/Manager)	45
5.4.6	Bill of Material (BoM).....	45
5.5	Commercial Bid	46
5.5.1	Covering Letter.....	46
5.5.2	Commercial Proposal.....	46
6	Terms and Conditions - Post Award of Contract.....	47
6.1	Change Request	47
6.2	Limitation of Liability	47
6.3	Termination	47
6.3.1	Material Breach	47
6.3.2	Effects of termination	48
6.3.3	Termination of this Agreement due to bankruptcy of System Partner	48
6.4	Exit Management Clause	48
6.4.1	Exit Management Purpose.....	48
6.5	Force Majeure	49
6.6	Disputes Resolution	49
6.6.1	Amicable Settlement	49
6.6.2	Arbitration.....	49
7	Award of Contract	51
7.1	Award Criteria.....	51
7.2	Right to accept / reject any or All Proposals	51
7.3	Notification of Award	51
7.4	Contract Finalization and Award	51
7.5	Performance Bank Guarantee	51
7.6	Signing of Contract.....	52
7.7	Term of the Contract	52
7.8	Failure to agree with the Terms & Conditions of the TOR.....	52
8	Payment Schedule	53
8.1	Payment Schedule for the Services provided by the System Partner	53
8.2	Other Payment Terms.....	54
9	Annexure.....	55
9.1	Annexure – 1 General Information & Compliance to Instructions to Bidder	55
9.1.1	Form 1: Proposal Cover Letter.....	55

Selection of System Partner for Implementation of Online Building Plan Approval System (OBPAS).

9.1.2	Form 2: General information of the bidders	57
9.1.3	Form 3: Bidder's Authorization Certificate.....	58
9.1.4	Form 4: Declaration for Conflict of Interest	59
9.1.5	Form 5: Declaration for Authenticity of Documents submitted.....	60
9.1.6	Form 6: Declaration for Completeness of the Bidding Documents.....	61
9.1.7	Form 7: Declaration for Unconditional Bidding Documents	62
9.1.8	Form 8: Declaration for Complete Responsibility.....	63
9.1.9	Form 9: Format for deviation(s) from Scheduled Requirements.....	64
9.1.10	Form 10: Declaration for Source Code and Intellectual Property Rights.....	65
9.2	Annexure 2: Technical bid format & Evaluation Criterion	66
9.2.1	Form 11: Criteria/Sub Criteria and Point system for the evaluation of Technical bids	68
9.2.2	Form 12: Project Description Template	70
9.2.3	Form 13: Work Schedule Template	71
9.2.4	Form 14: Team Composition and Task Assignments.....	72
9.2.5	Form 15: Curriculum Vitae (CV) for Proposed Professional Staff Template	73
9.3	Annexure 3: Commercial Bid Format.....	75
9.3.1	Form 16: Covering Letter	75
9.3.2	Form 17: Summary of Cost Components	77
9.3.3	Form 18: Details of Cost Component.....	78
9.4	Annexure 4 – Format for Performance Bank Guarantee	80
9.5	Annexure 5 – Contract Agreement.....	84

Guideline for Online Payments at e-Procurement Portal of Government of Haryana

e-Tender is invited for application development and implementation of Online Building Plan Approval System (OBPAS) in Haryana. In single stage two covers system i.e. Request for Technical Bid (online Bid under Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):-

Sr. No.	Name of Work	Tender Document Fee & eService Fee	Tender down loading from	Last Date & Time for Bid Submission
1.	Selection of System Partner for Implementation of Online Building Plan Approval System(OBPAS).	Tender Document Fees - NIL eService Fees - INR 1,000/- plus applicable service tax.	10-03-17	30-03-17 Up to 2:00pm

Under this process, the Technical online bid Application as well as online Financial Bid shall be invited at single stage under two covers i.e. Technical & Commercial Envelope.

The payment for Tender Document Fee and e-Service Fee shall be made by bidders online directly through Debit Cards & Internet Banking Accounts.

1. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://haryanaeprocurement.gov.in> to be eligible to participate in the e-Tender.
2. The interested bidders shall have to pay mandatorily Tender document fee (NIL) Plus e-Service fee Rs. 1000/- (One Thousand only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.
3. The Payment for Tender document fee/ e-Service fee can be made by bidders online directly through Debit Cards & Internet Banking.

The Bidders can submit their tender documents (Online) as per the dates mentioned in the key events & dates:-

Instructions to bidder on Electronic Tendering System

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

1. Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tender process 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.

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 / Gazette 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>.
- 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 or may obtain information and application format and documents required for the issue of digital certificate from.
- The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://haryanaeprocurement.gov.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

M/s Nextenders (India) Pvt. Ltd.

O/o. DS&D Haryana,

SCO – 09, IInd Floor,

Sector – 16,

Panchkula – 134108

E - mail: Chandigarh@nextenders.com

Help Desk: 0172 – 2582008-09, 2618292 and 1800-180-2097 (Toll Free Number), To register any query at helpdesk, the bidder must send their queries through e-mail or use feedback option available on portal <https://haryanaeprocurement.gov.in>.

- 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 the stage of bid preparation. 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.

3. Opening of an Electronic Payment Account:

For purchasing the tender documents online, bidders are required to pay the tender documents fees online using the electronic payments gateway service. For online payments guidelines, please refer to the Home page of the e-tendering Portal <https://haryanaeprocurement.gov.in>.

4. Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from NexTenders (India) Pvt. Ltd. or downloaded from the home page of the website - <http://haryanaeprocurement.gov.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

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 eProcurement system on the Home Page at <https://haryanaeprocurement.gov.in>.

6. Download of Tender Documents:

The tender documents can be downloaded free of cost from the eProcurement portal <https://haryanaeprocurement.gov.in>

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.

8. Online Payment of Tender Document Fee, eService fee & Bid Preparation & Submission (PQQ/ Technical & Commercial/Price Bid):

Selection of System Partner for Implementation of Online Building Plan Approval System (OBPAS).

- **Online Payment of Tender Document Fee + e-Service fee:** The online payment for Tender document fee & eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee shall be made by bidders/ Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through RTGS / NEFT & OTC.

The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

- **PREPARATION & SUBMISSION OF online BIDS:**

- (i) Detailed Tender documents may be downloaded from e-procurement website (<https://haryanaeprocurement.gov.in>) from **10.03.2017 to 17.03.2017 (1400 Hrs.)** and **tender mandatorily be submitted online till 20.03.2017 till 1400 Hrs.**, following the instruction appearing on the screen.
- (ii) **Scan copy of Documents to be submitted/uploaded for Technical bid under online Technical Envelope:** The require documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of Technical Envelope.

A. Only Electronic Form (Refer Tender document).

FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)

NOTE:-

(A) *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>.*

(B) *For help manual please refer to the 'Home Page' of the e-Procurement website at <https://haryanaeprocurement.gov.in>, and click on the available link 'How to...?' to download the file.*

In the first instance, the online payment details of tender document fee + e-Service and ~~EMD~~ Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder's/Agency's wherever required shall be opened online in the presence of such bidders/ Agency's who either themselves or through their representatives choose to be present.

The bidder can submit online their bids as per the dates mentioned in the schedule/Key events & Dates.

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

- A. Debit Card
- B. Net Banking

C. 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
- (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/OTC

- 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.

List of Net banking banks

- 1. Allahabad Bank
- 2. Axis Bank
- 3. Bank of Bahrain and Kuwait
- 4. Bank of Baroda
- 5. Bank of India
- 6. Bank of Maharashtra
- 7. Canara Bank
- 8. City Union Bank
- 9. Central Bank of India
- 10. Catholic Syrian Bank
- 11. Corporation Bank
- 12. Deutsche Bank
- 13. Development Credit Bank
- 14. Dhanlaxmi Bank
- 15. Federal Bank
- 16. HDFC Bank
- 17. ICICI Bank
- 18. IDBI Bank
- 19. Indian Bank
- 20. Indian Overseas Bank
- 21. Indusind Bank
- 22. ING Vysya Bank 23. J and K Bank
- 24. Karnataka Bank
- 25. Kotak Mahindra Bank
- 26. Karur Vysys Bank
- 27. Punjab National Bank
- 28. Oriental Bank of Commerce
- 29. South Indian Bank
- 30. Standard Chartered Bank
- 31. State Bank Of Bikaner and Jaipur
- 32. State Bank of Hyderabad
- 33. State Bank of India
- 34. State Bank of Mysore
- 35. State Bank of Travencore
- 36. State Bank Of Patiala
- 37. Tamilnad Mercantile Bank
- 38. Union Bank of India
- 39. United Bank of India
- 40. Vijaya Bank

Data Sheet

1. Key Events and Dates

DOCUMENT CONTROL SHEET		
S. No.	Particulars	Date & Time
1.	Tender Number	e-Tender/HARTRON/<>/TOR/2017/01
2.	Down loadingof TOR Document	10-03-2017
3.	Last Date of Submission of Queries	17-03-2017
4.	Clarification & Corrigendum of bid queries	24-03-2017
5.	Last date of online submission of bid	29-03-2017
6.	Manual submission of documents	29-03-20172:00pm
7.	Date and time for opening of Technical bids	30-03-201712:30pm
8.	Technical Presentation	To be intimated later
9.	Date and time for opening of price bids	To be intimated later
10.	Office address, Venue for Bid Submission/ Manual documents	Hartron bhavan Bays 73 -76, Sector-2, Panchkula,
11.	Earnest Money Deposit	NIL
12.	Method of Selection	Quality & Cost Based Selection (QCBS) procedure

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.

Contact Person's Address for correspondence

General Manager (Services).

Haryana State Electronics Development Corporation Ltd. (HARTRON)

Bays 73 -76, Sector-2, Panchkula,

Ph.: Fax:0172-2590474

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.	EMD	Earnest Money Deposit
3.	HQ	Head Quarters
4.	INR	Indian National Rupees
5.	IPR	Intellectual Property Right
6.	IT	Information Technology
7.	MIS	Management Information System
8.	O&M	Operation and Maintenance
9.	PBG	Performance Bank Guarantee
10.	RFP	Terms of reference (referring to this document)
11.	RFP	Request For Proposal
12.	SLA	Service Level Agreement
13.	TPA	Third Party Agency
14.	SP	System Partner
15.	SRS	Software Requirement Specifications

Definitions

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

- i. **“Contract / Agreement / Contract Agreement”** means the Agreement to be signed between the successful bidder and HARTRON, including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the TOR, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
- ii. **“Authorized Representative / Competent Authority”** shall mean any person authorized by either of the parties i.e. Bidder and HARTRON.
- iii. **“Bidder/ Agency/ Service Provider/ System Partner/ Software Vendor/ IT System Partner/ Implementation Partner (IP)”** means any firm offering the solution(s), service(s) and /or materials as required in the TOR. The words **Bidder/ Agency/ Service Provider/ System Partner/ Vendor/ IT System Partner/ Implementation Partner (IP)** when used in the pre-award period shall be synonymous with parties bidding for this TOR, and when used after award of the Contract shall mean the successful party with whom HARTRON signs the agreement for rendering of services for implementation of this project.
- iv. **“Party”** means HARTRON or Bidder individually and “Parties” mean HARTRON and Bidder, collectively.
- v. **“Client”** will mean HARTRON.
- vi. **“Proposal/Bid”** means the Technical and Commercial bids submitted for this project against this TOR.
- vii. **“Terms of reference (TOR)”** means this document and its annexure and any other documents provided along with this TOR 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.
- viii. **“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.
- ix. **“Default Notice”** shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
- x. **“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.
- xi. **“Lol”** means Letter of Intent, which shall constitute the intention of HARTRON to place the Purchase/Work Order with the successful bidder.
- xii. **“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 through e-tendering process to Companies/Agencies for Software Development & its Implementation for State Govt. Departments/Boards/Corporations as per E&IT Department, Government of Haryana.

1.2 General Eligibility Criteria for Bidders

This invitation for bids is open to Companies/Agencies for Software Development & its Implementation for State Govt. Departments/Boards/Corporations by E&IT Department, Government of Haryana. Startup companies registered with Government of India under the STARTUP Program (startups that meet the definition as prescribed under the G.S.R. notification 180 (E),) are also eligible to bid. Any other Companies/Agencies are not eligible to participate in the bidding process and shall be liable for rejection.

A bidder participating in the procurement process shall possess the following minimum pre-qualification/eligibility criteria.

S.No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	The bidder should be an OEM or its authorized partner AND The bidder should be a Proprietorship firm OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932. OR A company registered under STARTUP INDIA program (G.S.R. notification 180 (E))	Copy of valid Registration Certificates OR Copy of Certificates of incorporation
2.	Financial:	Turnover from IT/ ITeS: Average Annual Turnover of the bidder from IT/ ITeS for last three financial years, i.e., 2013-14 to 2015-16 (as per the last published audited balance sheets), should be at least Rs. 2 Crores.	CA Certificate with CA's Registration Number/ Seal. (Balance sheets/ P&L

Selection of System Partner for Implementation of Online Building Plan Approval System (OBPAS).

		<p>Net Worth: The net worth of the bidder, as on 31/03/2016, should be Positive.</p> <p>For Startups (as per G.S.R. notification 180 (E)) their financial should be positive</p>	statements are not required)
3.	Mandatory Undertaking	<p>Bidder should: -</p> <p>a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;</p> <p>b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding <input type="checkbox"/> the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; <input type="checkbox"/></p> <p>c) Not have a conflict of interest in the procurement in question.</p>	Self- Declaration
6.	Certifications	<p>The bidder must possess a valid ISO 9001:2008 Certification or latest, at the time of signing of contract.</p>	Copy of valid certificate

Formation of consortium for this project in all the respective stages is NOT allowed. Bidder would be completely responsible to HARTRON for discharging of all responsibilities related to the bid finalization and implementation of project (if selected as the 'System Partner').

1.3 Supplemental Information to the TOR

If HARTRON 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.

1.4 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 Implementation of Online Building Plan Approval System(OBPAS) to facilitate HARTRON 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.

1.5 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 HARTRON to facilitate the evaluation process, and all such activities related to the TOR process. This TOR does not bind HARTRON to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award.

1.6 Hartron's Right to Terminate the Process

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

1.7 Instructions to Bidders on Electronic Tendering System

- i. Proposals must be submitted in the HARTRON 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. HARTRON 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.

1.8 Late bids

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

1.9 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 needs to be clearly stamped & duly signed by the authorized signatory of the bidder.
- iii. HARTRON will open the Technical bids and be evaluated as per process in this TOR. The 'Commercial Bid' shall be opened only for the technically Qualified bidders.
- iv. All the qualified commercial bidders will be invited during the opening of bids. However, if there is no representative of the bidder, HARTRON may still go ahead and open the bids.

1.10 Bid Opening

Total transparency will be observed while opening of bids. HARTRON reserves the right at all times to postpone or cancel a scheduled Tender opening. The venue for the opening of bids is given below:

Office of General Manager (Services).

Haryana State Electronics Development Corporation Ltd. (HARTRON)

Bays 73 -76, Sector-2, Panchkula,

Ph.: 0172-2709887 Fax:0172-2590474,

2 SCOPE OF WORK

2.1 About Online Building Plan Approval System.

Web based system to automate the Building Plan Scrutiny and Approval to enable the clearance/Approval of projects transparently i.e status tracking at every stage at rapid pace.

2.2 About the Project

- a. Whereas the Government of Haryana (GoH) has observed that the different Development Agencies, Authorities/ Departments are implementing Building Rules as per their present Statute/Rules and it is also observed that the different provisions in Building Rules makes difficult for common man/ Entrepreneur/ Industrialist to carry out building work throughout State of Haryana uniformly. In order to streamline the provisions of Building Rules and to facilitate citizens, the existing Building Rules being followed by the different Agencies/ Departments/Authorities are now repealed by Government and the Haryana Building Code 2016 is applicable
- b. GoH aims to utilize the benefits of Information Technology to bring about radical changes in the way various processes are carried out presently to improve the Accountability, Transparency & Effectiveness in Government administration. The ultimate objective is to arm the Government with IT enabled systems to assist them in carrying out their day-to-day functions to help deliver G2C, G2G, G2B and G2E services.
- c. To strengthen the Ease of doing business, Departments intends to automate the Building Plan Scrutiny and Approval system. This will enable the clearance of projects at rapid pace. The desired solution should be a Fully Automated system for building plan approval and SHOULD NOT require any manual intervention till the plan is scrutinized and scrutiny report is prepared.

2.3 Broad Expectations from the proposed Online Building Plan Approval System

The following is the High level scope of work for the vendor for Automating Building Plan Scrutiny and Approval Process.

- Review the level of Building Plan Approval Management System already operational in the various Developmental Corporations in Haryana like HUDA, ULBs, Town and Country Planning and HSIIDC
- Submission of Detailed System Requirement Study (SRS) for the software. Including As-is and To-be.
- Supply and implementation of the Automation Software with the precise task of processing Planning Permission Applications for building constructions to be received in dwg format, with

reference to Development Regulations in state of Haryana as per the scrutiny procedures adopted by various Development Corporations/agencies.

Functional Requirements for Online Building Plan Approval System (OBPAS)

- The OBPAS Shall be web based application
- No separate tool should be required to generate submission drawings. Applicants should be free to generate the submission drawings in .dwg format from any CAD tool of their choice as per the User Manual.
- No Human intervention from the time of submission till the report generation on the central server.
- Built in pre check engine should check for drawing format compliance, mark errors on submitted drawings with hyperlinks and return the drawings to applicants automatically without any Human intervention.
- Scrutiny engine generates reports on bye-laws compliance automatically without any Human intervention by extracting data from submitted drawings, on the server.
- Applicants should be able to submit the drawings in tool of their choice following the guidelines provided by the authority as per the User Manual.
- Should have configurable work flow as needed by the authority.
- Single window solution for various departmental NOC as needed.
- The software should generate information on extent of violations, defects in the plans, if any.
- Only drawings that pass through the pre check process are to be taken up for scrutiny for compliance of building bye-laws.
- The entire process from the time of submission to scrutiny completion should be automatic without any human intervention and the alerts at various stages to the stake holders too are to be automatic and email triggered system.
- In case the plan is found compliant, various charges collectable are to be generated.
- The software must be capable of the following at the minimum:
 - i. Acceptance of the Building plan in soft copy (Dwg format).
 - ii. Generate a unique number for each application for easy tracking.
 - iii. Generate reports on technical specifications as per the Building Bye-laws of Haryana and extent of violation for the submitted plans, if any.
- Automate the complete process flow and comments of the officials.
- The approval work-flow should be as per the work flow being followed by various Development Corporation's hierarchy and workflow rules should be flexible enough to change as desired. The approvals should be electronically signed by implementation of server side signatures for respective users.
- Have an in-built mechanism for user authentication and registration. The registration should be integrated with Aadhaar based authentication and the registration form/xml should be electronically signed.
- Dashboard for the staff and the management for viewing the completed and pending tasks / works/Application

Selection of System Partner for Implementation of Online Building Plan Approval System (OBPAS).

- The solution should be capable of generating various MIS reports as per requirements of various Corporations respectively.
- The application software should be web enabled / with web interface, so that applicants can submit their proposals online as well as can view required reports online.
- Proper user authentication and access control mechanisms are to be implemented to ensure that only Authorized users can access a particular piece of information.
- Internet accessibility to Development Corporations to have minimum visibility to stake holders on the following
 - i. Approval status
 - ii. Auto e-mail to the applicants
- Pilot: Implementation, configuration, integration and software testing of web based application software for Online Building Plan Approval System (OBPAS) for any one of the Departments and the scope of this will be limited, (Detailed scope shall be intimated post selection of SI)

The following is the indicative scope of work for pilot phase for Automating Building Plan Scrutiny and Approval Process.

- Review the existing Building Plan Approval Management System along with types of sanctions issued, operational in Urban Local Bodies Department and submission of its SWOT analysis.
- Submission of System Requirement Study (SRS) for the software, which include detailed information on total number of licenses, computer system (with printer, scanner, internet connection speed, server, etc) and manpower required to operate the system.
- Review of Automation software with respect to its ability to check irregular plots each with irregular area, irregular dimensions and irregular polygon.
- Review of Automation software with respect to its ability to generate zoning plan of plot stated above with reference to applicable development regulations.
- Supply and implementation of the Automation Software with the precise task of processing Planning Permission Applications for building constructions to be received in .dwg format, with reference to development regulations in State of Haryana as per the scrutiny procedures adopted by Urban Local Bodies Department.
- The said software shall also be able to create GIS database of Town.
- Completely web driven application/system and can work offline also.
- No Human intervention from the time of submission till the report generation on the central server.
- Built in pre check engine that checks for geometry compliance, marks errors on submitted drawings with hyperlinks and returns the drawings to applicants automatically without any Human intervention.
- Scrutiny engine generates zoning plan of plot in compliance of building regulations automatically without any Human intervention by extracting data from submitted site plan drawings, on the server.
- Scrutiny engine generates reports on Code compliance automatically without any Human intervention by extracting data from submitted building drawings, on the server.

Selection of System Partner for Implementation of Online Building Plan Approval System (OBPAS).

- Applicants should be able to submit the drawings in .dwg format from any CAD tool of their choice following the guidelines provided by the authority as per the User Manual.
- Should have configurable work flow as needed by the Department.
- Single window solution for various Departmental NOCs as needed.
- The software should generate information on extent of violations, defects in the plans, if any.
- The software should be capable of pre-checking drawing format compliance (provided in the user manual) automatically before the scrutiny process.
- The defective drawings should be returned to applicants with relevant markings showing the errors for correction.
- Only drawings that pass through the pre-check process are to be taken up for scrutiny for compliance of building bye-laws.
- The entire process from the time of submission to scrutiny completion should be automatic without any human intervention and the alerts at various stages to the stake holders too are to be automatic and email triggered system.
- In case the plan is found compliant, various charges collectable are to be generated.
- The software must be capable of the following at the minimum:
 - i. Acceptance of the Building plan in soft copy (.dwg format).
 - ii. Generate a unique number for each application for easy tracking.
 - iii. Generate zoning plan on technical specifications as the Building Code
 - iv. Generate reports on technical specifications as per the Building Code of Haryana and extent of violation for the submitted plans, if any.
- Automate the complete process flow and comments of the officials.
- The approval work-flow should be as per the work flow being followed by various Development Corporation's hierarchy and workflow rules should be flexible enough to be changed as desired. The approvals should be electronically signed by implementation of server side signatures for respective users.
- Have an in-built mechanism for user authentication and registration. The registration should be integrated with Aadhaar based authentication and the registration form/xml should be electronically signed.
- Dashboard for the staff and the management for viewing the completed and pending tasks / works / applications.
- The solution should be capable of generating various MIS reports as per requirements of various Corporations respectively.
- The application software should be web enabled/ with web interface, so that applicants can submit their proposals online as well as can view required reports online.
- Proper user authentication and access control mechanisms are to be implemented to ensure that only authorized users can access a particular piece of information.

Selection of System Partner for Implementation of Online Building Plan Approval System (OBPAS).

- Internet accessibility to Development Corporations to have minimum visibility to stake holders on the following
 - i. Approval status
 - ii. Auto e-mail to the applicants

2.4 Approach to Project Implementation

Given the challenges and the stakes involved, a staged project implementation approach has been adopted for implementation of end to end Online Building Plan Approval System (OBPAS).

The activities have been planned under the following stages

- 1) **Pilot:** Implementation, configuration, integration and software testing of web based application software for Online Building Plan Approval System (OBPAS) in any one of the Departments. The scope of this will be limited intimated post selection of SI.
- 2) **Stage-1:** Detailed Functional Requirement study, System Requirements Study and System Design.
- 3) **Stage-2:** Implementation, configuration, integration and software testing of web based application software for Online Building Plan Approval System (OBPAS)
- 4) **Stage-3:** Training to staff members as well as other stakeholders for effective use of the system.
- 5) **Stage-4:** Go-Live of Online Building Plan Approval System (OBPAS).
- 6) **Stage-5:** Operation and Maintenance of the entire application software for Online Building Plan Approval System (OBPAS).

The indicative list of activities to be performed by SP in each of the above stage 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 Online Building Plan Approval System (OBPAS).

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

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

- i. The SP shall prepare & submit an Integrated Project Plan for the implementation along with the requirements traceability matrix (RTM) within 2 week from the placement of the order 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 functional requirements for the proposed Online Building Plan Approval System (OBPAS) in terms of broad level Functional Expectations have been provided in the Section 1.4 of this TOR. if these are any changes in FRS required by any department, the same shall be communicated by the departments to the SP during the implementation of the software.
- iii. The selected SP may to suggest re-engineered processes as per the Standard Market Practices. But any such processes will be effective only after due approval from Hartron.

Selection of System Partner for Implementation of Online Building Plan Approval System (OBPAS).

- iv. The SP shall also ensure to the study of current application in operation at HUDA.
- v. The SP shall be entirely responsible for the architecture of the system implemented to satisfy all features, functions, performance and security of the application software & shall ensure that the Systems design documents should adhere to the industry wide best practices.
- vi. During the system design, the SP shall make necessary provisions for management reports, dashboards, SMS gateway and Data migration in line with the expectations from Online Building Plan Approval System (OBPAS) provided in the functional requirements.
- vii. The SP shall ensure that the Online Building Plan Approval System (OBPAS) would also require the use of unique user IDs and passwords for authentication purposes and OTP's as applicable.

2.4.2 Stage-2: Implementation, configuration, integration and software testing of web based application software for Online Building Plan Approval System (OBPAS)

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

- I. The SP shall deliver and install all hardware and software as per the Bill of Materials. Supplier shall perform the software implementation, customization and configuration based on the Functional requirement specifications and solution design finalized thereof.
- II. The SP shall perform the testing of the solution based on Functional requirements; document the results and shall fix the bugs found during testing.
 - a) The testing of Online Building Plan Approval System (OBPAS) shall include all of the components viz. the functional, operational, and performance requirements of the project

2.4.3 Stage-3: Training to staff as well as other stakeholders for use of the system.

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

- i. The successful bidder along with the OEM's technical expert shall provide on-site training to designated person(s) nominated by HARTRON on usage of both the software supplied under the bid within one month of successful installation.

2.4.4 Stage-4: Go-Live of Online Building Plan Approval System (OBPAS):

- i. The SP shall put the deployed system after testing and training to production setup.
- 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.

2.4.5 Stage-5: Operation and Maintenance of the Online Building Plan Approval System (OBPAS).

The various activities to be performed by the System Partner during this stage 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 software solution **for a period of Five (3)years extendable by 2 years**after Successful implementation / date of final Go-Live of the Online Building Plan Approval System (OBPAS).
- ii. Shall deploy the team of minimum two technical resources for running the operations for the designated period from the date of Go-Live.
- 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. To look after the application database and data security related matters and to maintain security features.
- v. In case of significant changes to the solution by HARTRON or departments, the change requests shall be in accordance with Section 6.1 of this TOR.
- vi. HARTRON and departments at their discretion will undertake an exercise for complete audit of theOBPAS system through a state designated agency / third party after the Go-Live of application or at any time during the contract period. HARTRON will have the complete rights to verify all the components of the system viz. the functional, operational, security and performance requirements etc.
- vii. 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 software (including source code, program files, configuration files, setup files, project documentation etc), addressing the queries/clarifications of new System Partner selected by HARTRON.
- viii. 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 HARTRON during the exit management process

Selection of System Partner for Implementation of Online Building Plan Approval System (OBPAS).

- ix. At its discretion HARTRON may also extend the contract period on mutual terms with the exiting vendor or may select the new SP for smooth running of the OBPAS.

2.5 Timelines for Project Implementation

The project would need to be implemented and fully operationalize within a period of maximum 5-6 months. Timelines for the completion of different stages of project are indicative as below:

T1 is the date of placement of the Order + 15 days.

T is the date of sign off of T1

#	Name of Stages	Timelines
1 a)	Pilot:	T1-60 days
1b)	Stage-1: Detailed Functional Requirement study, System Requirements Study and System Design.	T+0.5 months
2.	Stage-2: Implementation, configuration, integration and software testing of web based application software for Online Building Plan Approval System (OBPAS)	T+2.5 months
3.	Stage-3: Training to staff members as well as other stakeholders for effective use of the system.	T+3 months
4.	Stage-4: Go-Live of Online Building Plan Approval System (OBPAS).	T+3.5 months

However, the SP is free to propose the timelines required for Operationalization of OBPAS system in the project plan submitted as part of Technical Bid based on their internal assessment & experience in handling similar projects.(Max 4 months from T)

2.6 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 Application System	Timelines for completion of stages as per approved project plan during entire implementation period	Delay of no more than 3 weeks for any given stage AND no more than 6 weeks' time cumulatively for the entire project.	After 4 weeks will attract a 0.25% penalty per week of delay (on that milestone payment) ; (Max 10%).
2	Availability of application	Software solution covering all business functionalities	98% availability	Will attract a 0.1% penalty per day till it is rectified with a fix. Up to 2%.
4	Resolution Time (Only for Bug fixing)	Time taken by the Bidder 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.	Delay to resolve as per Severity level problem (1/2/3) on more than two occasions in a quarter shall attract a penalty of 0.25% per week (in that quarter payment).

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.

2.7 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. Deploy minimum of two technical resources to run the operations for the period of 5 years.
- iii. 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.
- 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 data center & enabling software licenses 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.
- vii. Provide Comprehensive Technical Documents and User Manuals (for both departmental users and external users).
- viii. Impart training to the end users and also develop Training materials..
- ix. 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.
- x. Provide the said maintenance and support for a period of Five (5) years. Such maintenance support period shall commence from the date the system is fully rolled out/Go-Live.
- xi. During the maintenance and support period, successful bidder shall provide IT operations and administration of the installed solution in conformity with the State's 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.
- xii. The selected bidder agrees to make good any defects and shortcomings in the software that is part of the agreed requirements.

- xiii. 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 HARTRON and departments itself, the request for such change requests shall be accepted in accordance with Section 6.1 of this TOR.
- xiv. Facilitate audit and assessments, as and when required.
- xv. Submit periodic reports and support project reviews as may be agreed and necessary.
- xvi. At the end of Maintenance and Support period, assist in smooth transition of the operations to the Department or a designated agency(s).

2.8 Hartron and departments Responsibilities

- i. Nomination of a nodal officer for all communications & interaction required for this project.
- ii. Carry out project activities which fall under the Departmental responsibility, within reasonable time limits, particularly in matters related to reviews, approvals, acceptance, etc. Delay on any activities by HARTRON/Departments shall not be on the bidder.
- 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 and basic office amenities to the agreed number of bidder personnel who will be involved in the course of the project.
- vi. Provide all necessary data and facilitate data migration (if any).
- vii. Formal requests for changes to software and conform to the agreed process in approving and implementing these changes.
- viii. It has been observed very commonly in the various IT projects across the globe that junior level officers have been deputed during project implementation due to which necessary ownership & visionary required for successful implementation of the project has been totally overlooked. This not only leads to failure of projects but also dissipate the infrastructure & heavy expenditure incurred in the projects.
- ix. To avoid such circumstances, Hartron shall constitute a internal Project Management Team (PMT) comprises of at least two senior level officers (not below the rank of System Analyst) from the IT division & a nodal officer from Hartron.
- x. This team shall be mandatorily involved in every interaction between the System Partner and Hartron and shall also be the responsible for any slippages on side of Hartron.
- xi. HARTRON shall ensure providing necessary facilitation for installation of requisite software provided by System Partner for Operationalization of OBPAS.if applicable
- xii. Facilitate procurement of necessary IT infrastructure (software licenses like SSL certificate, etc if applicable).
- xiii. Facilitate acceptance testing, certification and roll-out of the project including any internal (organizational) issues that needs to be addressed for this purpose.

3 INSTRUCTIONS TO BIDDERS

Bids must be direct, precise, concise, and complete. HARTRON 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 120 days or four (4) months from the closing date of submission of the bids.
- b) A bid valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his bid in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his bid.
- c) HARTRON 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, HARTRON.

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, HARTRON, for any reason, may modify the bidding documents and such clarifications/amendments/addendums/corrigendum etc. shall be communicated to the Companies/Agencies for Software Development & its Implementation for State Govt. Departments/Boards/Corporations of E&IT Department, Government of Haryana and such clarifications/amendments/addendums/corrigendum shall be binding on them. HARTRON, at its discretion, may extend the deadline for the submission of bids.

3.4 Language of Bids

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

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 are opened. (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

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:

1. Proposal not submitted in accordance with this document.
 2. During validity of the bid, or its extended period, if any, the bidder increases his quoted prices.
 3. The bidder qualifies the bid with his own conditions.
 4. Proposal is received in incomplete form.
 5. Proposal is not accompanied by all requisite documents.
 6. 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.
 7. Financial bid is enclosed as part of technical bid.
 8. Bidder tries to influence the bid evaluation process by unlawful means at any point of time during the bid process.
 9. 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.
- x. Bidders may specifically note that while evaluating the bids, if it comes to HARTRON'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 HARTRON.

- xi. 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 HARTRON. 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 HARTRON. 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 system (Portal etc built for client) shall lie with HARTRON/GoH. The IPR Source code of the COTS application is solely with the vendor 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 advisers 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 HARTRON 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.

Selection of System Partner for Implementation of Online Building Plan Approval System (OBPAS).

- 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 HARTRON and shall, at all times, support and safeguard HARTRON legitimate interests in any dealings with Third parties.
- iv. HARTRON Go-Live of Online Building Plan Approval System (OBPAS). 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. HARTRON 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 HARTRON.
- v. System Partner shall ensure compliance of all Labor 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 HARTRON unless stated otherwise.
- vii. Timing and sequence of events resulting from this TOR shall ultimately be determined by HARTRON.
- viii. No oral conversations or agreements with any official, agent, or employee of the HARTRON 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 HARTRON shall be superseded that results from this TOR process. Oral communications by HARTRON to bidders shall not be considered binding on HARTRON, nor shall any written materials provided by any person other than HARTRON.
- 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;

Selection of System Partner for Implementation of Online Building Plan Approval System (OBPAS).

and that no employee or official of HARTRON participated directly or indirectly in the bidder's bid preparation.

- xi. A third party or any statutory audit may be conducted any time after start of O&M stage by HARTRON to analyze the performance of the bidder. The auditing party would be decided by HARTRON. 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 HARTRON 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 HARTRON to leave HARTRON 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 HARTRON.
- xiv. HARTRON 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 HARTRON 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. Any notification of preferred bidder status by the purchaser shall not give rise to any enforceable rights by the Bidder. The purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the purchaser.

4 PROPOSAL EVALUATION PROCESS

4.1 Evaluation of Bid

Proposals will be reviewed by a Committee of Officers (the “Committee”). Evaluation of the bids will be done in two stages and at the end of every stage respective bidders may be informed of the result to have a fair and healthy competition. 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, HARTRON 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 are 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. After the technical evaluation is completed and approved, HARTRON 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 Bidder 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 the finalized rate. 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. In addition, they are required to quote for manpower based on experience levels of candidates as indicated in the financial quote. Blended rate as specified in the financial quote shall be applicable to any significant changes to the solution.
- 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 HARTRON, 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).
- 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 HARTRON.
- 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 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 hardware/software/system/service in the commercial bid, which would hamper the

performance of the solution, as per SLAs mentioned, HARTRON would not be held responsible. In such a case, the System Partner has to provide additional equipment/services, without any additional cost to HARTRON.

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 called for further process of negotiates etc leading to 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 further process of negotiates etc leading to the award of the contract.
- iii. HARTRON 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. HARTRON 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 etc.).

The bidders must submit the individual file for Part-1 (General Information), Part -2 (Technical) and Part-3 (Commercial) bid in hard copies along with soft copy in OCR (content searchable) format in DVD/CD of Part 1 & Part -2 of bids.

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 HARTRON. 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. Deviations (if any) from the defined scope of proposed project are explicitly mentioned in the Form 6 of this document.

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 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 **Annexure 1, Form 9** of this document

5.3.10 Source Code and Intellectual Property Rights

The IPR of complete IT system (Portal, Application etc) shall lie with HARTRON/GoH. Bidder should furnish unconditional declaration for supporting the clause only in the format described in **Annexure 1, Form 10** 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 11** of this document

Please note:

- i. In case of any deviations, the same needs to be clearly highlighted as per the format described in Annexure 1, Form 9.
- ii. **The technical bid must NOT contain any pricing/ commercial information.**
- iii. In submitting additional information, please mark it as supplemental to the required response.
- iv. The technical bid should address the following at the minimum:
- v. The Technical Proposal should be concise and should address the following at the minimum without ambiguity:-
 - a) Brief Profile of bidder
 - b) Approach and Methodology proposed in terms of
 - Project Understanding
 - Deployment Plan
 - Technology stack to be used(for designing, development & Database)
 - Detailed Technical Solution and its various components proposed
 - Detailed Technical Architecture
 - Proposed Project Management approach and methodology
 - Training and O &M support
 - Detailed Bill of material (BoM) including both software & hardware separately
 - c) Experience in Design, Development and Operation of similar Financial Applications for any Government Department or Public Sector Undertaking. (Strictly as per defined template).
 - d) Experience in Design, Development and Operation of IT application for any Government Department or Public Sector Undertaking. (Strictly as per defined template)
 - e) Detailed Project/Work Plan (as per defined template)
 - f) Detailed Resource Deployment Plan of the proposed manpower Including Team structure and CV of the resource(s) proposed separately. (Strictly as per defined template)
 - g) Technical Presentation
 - h) Proof of Concept

- vi. 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. HARTRON reserve the right to take appropriate decision and action in this regard.
- vii. HARTRON is also open to any suggestions that the bidder may want to render w.r.t, the approach adopted for the assignment in the light of their expertise or experience from similar assignments. However, this should not lead to the submission date being missed or extended.

5.4.2 Project Description Template

- i. The bidders have to showcase maximum of 3 projects against criteria at S No 2 & 3 (Annexure 2, Form 11).
- ii. Bidders shall provide this information only as per the format (Project Description Template) provided in **Annexure 2, Form 12** of this document.

5.4.3 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 4 (Annexure 2, Form 13) as per the format (Work Schedule Template) provided in **Annexure 2, Form 13** of this document.

5.4.4 Team Composition and Task Assignments

The bidder shall provide Manpower Deployment Plan against technical criteria at S No 5 (Annexure 2, Form 13) only in the format designed for Team Composition and Task Assignments & provided in **Annexure 2, Form 14** 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.

5.4.5 Curriculum Vitae (CV) for Proposed Nodal officer (Project Lead/Manager)

The bidder shall provide the information against technical criteria at S No 5 (Annexure 2, Form 13) as per the format provided at **Annexure 2, Form 15** (Curriculum Vitae (CV) for Proposed Professional Staff Template) of this document.

5.4.6 Bill of Material (BoM)

Provide the proposed Bill of Material (BOM) of IT Infrastructure both hardware (including hosting requirements at SDC) as well as software separately including enabling software licenses required for the designing/deployment/operations of the proposed solution. The same shall be provided as part of Technical Bid.

5.5 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 16** 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 17** of this document. The details of Cost Components shall be submitted in the format provided in **Annexure 3, Form 18**.

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.
- ii. The commercial bid must be detailed and must cover each year of the contract term. The bidder must provide the Original commercial bid in hardcopy only.
- iii. The bidder is required to quote for all the defined requirements on a fixed price basis. In addition, they are required to quote for manpower based on experience levels of candidates as indicated in the financial quote. Blended rate as specified in the financial quote shall be applicable to any significant changes to the solution.
- iv. Since the operations could keep evolving requiring inclusion of Add on Project Item(s), any new e-forms, bidder is also required to furnish a fixed price quote for the same as specified in the financial proposal.
- v. Financial Evaluation shall be done on the basis of price quoted for total items (i.e. grand total amount).
- vi. Proposals not containing cost for any of the cost components shall be straightway rejected without any further consideration.

6 TERMS AND CONDITIONS - POST AWARD OF CONTRACT

6.1 Change Request

The bidders are also required to quote for manpower based on experience levels of candidates as indicated in the financial quote. Blended rate as specified in the financial quote shall be applicable to any significant changes to the solution.

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, TOR 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, HARTRON 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 HARTRON 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, HARTRON will have the option to terminate this Agreement. Further, HARTRON 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, HARTRON may, as an alternative to termination, require a full Performance Guarantee for the obligations of System Partner by a guarantor acceptable to HARTRON or its nominated agencies. If such a guarantee is not furnished within 30 days of HARTRON demand, the HARTRON 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 HARTRON 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 HARTRON will decide the appropriate course of action.

6.3.3 Termination of this Agreement due to bankruptcy of System Partner

The HARTRON 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 HARTRON or its nominated agencies;
- (b) HARTRON 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 carry out all operations till the time, handover to the new designated agency is completed. During such transition/migration stage 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 HARTRON 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 HARTRON 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/ Panchkula 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 fulfill their remaining respective obligations under this Agreement.

7 AWARD OF CONTRACT

7.1 Award Criteria

The Best Evaluated Bidder according to QCBS evaluation will be considered first for award of contract by the HARTRON.

7.2 Right to accept / reject any or All Proposals

HARTRON 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 HARTRON's decision.

7.3 Notification of Award

Prior to the expiration of the validity period, HARTRON 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, HARTRON 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, HARTRON will promptly notify each unsuccessful bidder. HARTRON shall not be bound to give reasons for rejection of any bid.

7.4 Contract Finalization and Award

High power purchase committee of the state is the competent body to authorize the award and such award shall be subject to the norms applicable by the state.

7.5 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 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) 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. HARTRON 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.

7.6 Signing of Contract

Within 15 days of receipt of the initial Notification of Award the successful Bidder shall commence the pilot phase and execute Contract with HARTRON, 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).

7.7 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 solution. However, the contract may be 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 HARTRON**)

7.8 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 HARTRON 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 HARTRON 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	Payment (%) of Fixed Price Cost	Remarks
1.	Completion of Pilot	10%	Payment (%) of total Project Costs except Operational and maintenance cost
2.	Completion of Stage 1	10%	
3.	Completion of Stage 2	30%	
4.	Completion of Stage 3	20%	
5.	Completion of Stage 4	30%	
6.	Operations and maintenance (ie Stage5 for a period of Five (5) 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

- a. 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 HARTRON.
- b. 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.
- c. Any delay on account of HARTRON& 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 HARTRONonly.
- d. Any monetary figure in decimal shall be rounded off to the nearest INR.
- e. All payments would be subject to withholdings, if any, due to SLA and performance criteria besides other statutory withholdings
- f. Additional Payment would be made for any add-on works given to the vendor & all such payments shall be as per the provisions in the financial bid for which the bidder is expected to quote a price.

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 Managing Director,
Haryana State Electronics Development Corporation Ltd. (HARTRON)
Bays73 -76, Sector-2,
Panchkula

Dear Sir,

Ref: TOR for Selection of System Partner for Implementation of Online Building Plan Approval System (OBPAS).

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 HARTRON 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 HARTRON.

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 HARTRON is true,

Selection of System Partner for Implementation of Online Building Plan Approval System (OBPAS).

accurate, and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead HARTRON 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 2017

(Signature)

(In the capacity of)

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

(Name and Address of Company)

Seal/Stamp of bidder

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			
Name			
Address			
Mobile Number		Email	
Landline Number			

Dated:

Place:

Signed & sealed: (Authorized representative of the firm)

Please Note:

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

9.1.3 Form 3: Bidder's Authorization Certificate

To,
The Managing Director,
Haryana State Electronics Development Corporation Ltd. (HARTRON)
Bays73 -76, Sector-2,
Panchkula

<Bidder's Name> ----- <Designation>----- is hereby **authorized to sign & stamped relevant documents on behalf** of the Company in dealing with Tender of reference <Tender 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

<Name>

Seal

This tender document is not transferable

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 HARTRON. 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 HARTRON, 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 pre-qualification, 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 9 of this document.

In the event of any change/deviation from the factual information/declaration HARTRON, 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 Completeness of the Bidding Documents

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 Implementation of Online Building Plan Approval System (OBPAS)”.

I also confirm that the company is not Blacklisted or Banned by any State / central Government or any Government Institution in India. In the event of any deviation from the factual information/ declaration HARTRON, 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 pre-qualification, technical and financial bid are unconditional in all respect considered for “Selection of System Partner for Implementation of Online Building Plan Approval System (OBPAS)”.

In the event of any deviation from the factual information/ declaration HARTRON, 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 Implementation of Online Building Plan Approval System (OBPAS)”. 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 HARTRON, 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: Format for deviation(s) from Scheduled Requirements

S. No. (1)	Reference of Clause No. & Pg. No (2)	Deviation in the Proposal (3)	Brief Reasons (4)

Dated:

Place:
the firm)

Signed & sealed: (Authorized representative of

9.1.10 Form 10: 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 HARTRON, 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 Criterion

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

S. No	Criteria	Point System	Maximum Points
1	OEM/Bidder's Prior experience in Building Permission systems for ULBs(All Successfully Completed. Supported by certificates from client- would be considered.).	Total sites solution operational in India or abroad : >=10 = 10 points ; >=5 &<9 = 5; >=4 &<1 =2 >=Pilot = 4 ; >None = 0;	10
2	Building Plan Scrutiny fully automated and web based without human intervention, integrated with Workflow, File tracking, MIS, Mobile App system, Payment Gateway, NOC's. (AllSuccessfully Completed. Supported by certificates from client-wouldbe considered.)	Taking into account all components: All components = 10 points ; Auto permissions + Work flows = 5 Auto permissions + File Tracking =2 Only Workflow = 0	10

Selection of System Partner for Implementation of Online Building Plan Approval System (OBPAS).

3	Resource Base Capabilities of the company (Undertaking from competent authority of the company to be submitted)	<p>a) IT Experts / IT Team $\geq 50 = 10;$ $\geq 25 \& < 50 = 5,$ $\geq 10 \& < 25 = 3;$ $\geq 10 \& < 15 = 2;$ else 0</p> <p>b) No. of support personnel (field team for O&M directly belonging to the Company) $\geq 50 = 10;$ $\geq 25 \& < 50 = 5,$ $\geq 10 \& < 25 = 3;$ $\geq 10 \& < 15 = 2;$ else 0</p>	20
4	Application Software / Mobile App facilities	<ul style="list-style-type: none"> • If application software meets only the functional requirements as per RFP and does not comply to technical requirements - 5 points • If application software meets both the functional requirements and technical requirements as per RFP -6 points • If application software meets both the functional requirements and technical requirements and also provides interfaces to external databases and devices as per RFP -8 points • If the bidder comes out with high availability solution and additional tools for virtualization, monitoring and auditing, 10 points. 	10

Selection of System Partner for Implementation of Online Building Plan Approval System (OBPAS).

5	Solution Capability	If the system is fully web based and online and does not require any offline /desktop based application- 5 points else 0 If the system does not involve any human intervention during the scrutiny process -5 points else 0.	10
6	Solution Scalability	Marks to be awarded by Technical committee on the basis of following points: • Solution meeting the requirements – 4 points • For scalability and high availability – Additional 2 points • Any improvement / innovation / suggestion in the proposed solution – 10 points	10
7	Project Manager Team-CV(Comp Sc/E&C with min 5 years experience and Urban Planner/Architect with 3 years of experience)	Marks to be awarded by the Committee	10
8	Approach and Methodology for executing the Project	Marks to be awarded by the Committee	10
9	Live Product Demonstration with full functionalities and modules.	Marks to be awarded by the Committee	10
10	TOTAL MARKS		100

Recommended Hardware Architecture:

9.2.1 Form 11: Criteria/Sub Criteria and Point system for the evaluation of Technical bids

Dated:

Place:

Signed & sealed: (Authorized representative of the firm)

The Bidders are requested to take note of the following:

Selection of System Partner for Implementation of Online Building Plan Approval System (OBPAS).

- i. Full weightage shall be given to the bidders proposing the proposed solution on open source platform.
- ii. Maximum of 2 projects may be show cased against S No 2 & 3 and bidders have strictly to provide this information as per the format (Project Description Template) provided in Annexure 2, Form 12 of this document.
- iii. The bidder have to provide the information (against criteria at SNO 4) as per the format provided at Annexure 2, Form 14 (Team Composition and Task Assignments) & Annexure 2, Form 15 (Curriculum Vitae (CV) for Proposed Professional Staff Template) respectively of this document.
- iv. All the information should in the provided in the prescribed templates/forms only & no addition/alteration of template in any manner are permitted.

9.2.2 Form 12: Project Description Template

S. No.	Particular	Details	
1.	Citation Serial Number		
2.	Name of Project		
3.	Name of Client		
4.	Address of Client		
5.	Contact Person Name & Mobile / Telephone		
6.	Total Assignment Value (Rs)		
7.	Value of Work		
8.	Start & End Date	From:	To:
9.	Project Timelines / Duration (in months)		
10.	Whether completed or ongoing		
11.	If ongoing: •	Completed activities •	
12.	No. of personnel man-months provided by the Agency		
13.	Project Team Size		
14.	Name of key team personnel involved and functions performed by them		
15.	Brief narrative description of Project:		
16.	Plan for bringing knowledge and experience from this citation into the proposed project		

Please Note:

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

9.2.3 Form 13: Work Schedule Template

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

No.	Activity	Name of Resource/ Manpower Allocated	Position of Resource/ Manpower Allocated	Whether Allocated Onsite / offsite										
					1	2	3	4	5	6	7	8	9	
1														
2														
3														
4														
5														
N														

Dated:

Place:

Signed & sealed: (Authorized representative of the firm)

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 14: Team Composition and Task Assignments

Professional Staff				
Name of Staff	Area of Expertise	Position Assigned	Task Assigned	Whether allocated Onsite/Offsite

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.

9.2.5 Form 15: 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
------	-----------	------	-------	-------

Selection of System Partner for Implementation of Online Building Plan Approval System (OBPAS).

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.]:

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

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 16: Covering Letter

To,
The Managing Director,
Haryana State Electronics Development Corporation Ltd. (HARTRON)
Bays73 -76, Sector-2,
Panchkula

Subject: Selection of Selection of System Partner for Implementation of Online Building Plan Approval System (OBPAS).

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 Implementation** of Online Building Plan Approval System (OBPAS) 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

Selection of System Partner for Implementation of Online Building Plan Approval System (OBPAS).

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 17** 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,

(Signature of the Bidder)

Designation

Seal.

Date:

Place:

Business Address:

9.3.2 Form 17: Summary of Cost Components

S. No.	Cost Components	Total Price	Taxes (wherever applicable)	Total cost (total price + taxes)
1.	Enterprise Lics covering all stakeholder departments for OBPAS for un-limited users			
2.	Hardware Costs(Server Load Balancer, Servers, Storage and any other componente that bidder feel necessary to run the solution)			
3.	Operations and Maintenance Costs (Quarterly Expenses for 5 years of contract after "Go-Live" (B))			
Grand Total cost for Bid Evaluation in Figures:				
Grand Total cost in Words:				

Dated:

Place:

Signed & sealed: (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.
- ii. All of the above should be ITEMIZED
- iii. Financial comparison would be done on the basis of price quoted for total items (i.e. grand total amount)

9.3.3 Form 18: Details of Cost Component

A. One Time Project Costs

S. No.	Item	Total Price	Taxes (wherever applicable)	Total cost (total price + taxes)
1.	Supply, Implementation and customization of complete OBPAS application solution, Enterprise Licewith 5 years ATS support			
2.	Supply of requisite hardware-Load Balancer, Servers, FC -SAN Storage(min 50 TB Raw in NSPOF configuration)			
3.	License & Support Costs *			
	<i>Note: In the case of open source free or community edition the same may be indicated with support costs, if any.</i>			
	i. Operating Systems (server)			
	ii. Application server			
	iii. Database			
	iv. Any other software that is required to operate the software solution including any development or integration tool etc.			
4.	Cost of any other items (if any)			
	<i>Note: The bidder is supposed to give the list of item (if any) and respective cost against each respective items</i>			
Total one time Project including 1+2+3 for Bid Evaluation in Figures:				
Total cost in Words:				

Please Note:

- i. All of the above should be ITEMIZED

B. Operations and Maintenance Costs (Quarterly Expenses for 5 years of contract after “Go-Live”)

S. No.	Item	% of Total of One Time Fixed Cost (A)	Total Price	Taxes (wherever applicable)	Total cost (total price + taxes)
1	Manpower, Application Maintenance & Operational Expense for 1st Year including any License Support Costs *				

Selection of System Partner for Implementation of Online Building Plan Approval System (OBPAS).

2	Manpower, Application Maintenance & Operational Expense for 2 nd Year including any License Support Costs *				
3	Manpower, Application Maintenance & Operational Expense for 3 rd Year including any License Support Costs *				
4	Manpower, Application Maintenance & Operational Expense for 4th Year including any License Support Costs *				
5	Manpower, Application Maintenance & Operational Expense for 5th Year including any License Support Costs *				
Operations and Maintenance Costs (Quarterly Expenses for 3 years of contract after "Go-Live" (B):					
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 5 years O & M.

In case the HARTRON wants the extend the operational and maintenance costs beyond 5 years then the anual OMC will considered avg of 5 years quoted cost. How ever this will not be part of the evulation.

9.4 Annexure 4 – Format for Performance Bank Guarantee

Date

TOR No.:-

To,

The Managing Director,
Haryana State Electronics Development Corporation Ltd. (HARTRON)
Bays73 -76, Sector-2,
Panchkula

Dear Sir,

PERFORMANCE BANK GUARANTEE – **For the Selection of System Partner for Implementation** of Online Building Plan Approval System (OBPAS).

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 Implementation** of Online Building Plan Approval System (OBPAS), 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:

Selection of System Partner for Implementation of Online Building Plan Approval System (OBPAS).

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 the completion of the contract period (a minimum of 3 years & 6 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 honor the same without demur.

We hereby expressly waive all our rights:

- i. Requiring to pursue legal remedies against HARTRONF; 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.

Selection of System Partner for Implementation of Online Building Plan Approval System (OBPAS).

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.

Selection of System Partner for Implementation of Online Building Plan Approval System (OBPAS).

Dated this day 2017.

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.

9.5 Annexure 5 – Contract Agreement

CONTRACT AGREEMENT

THIS AGREEMENT is made on the <<day>> day of <<month>> 2017

BETWEEN:

HARTRON having its registered office at Bays 72 -73, Sector-2, Panchkula, India hereinafter referred to as “HARTRON” (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 “**TheCompany**” (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) HARTRON is desirous to implement the project for providing Online building plan approval system, HARTRON floated Terms of reference (Tender No.._____), for Selection of System Partner for Implementation of Online building plan approval system(OBPAS).
- b) The System Partner having represented to HARTRON 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

Selection of System Partner for Implementation of Online Building Plan Approval System (OBPAS).

- 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. HARTRON 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 HARTRON

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