

# Terms of Reference (TOR)

For

The Selection of System Partner for Design, Development and Implementation of Mobile Application Development and Web Admin Panel development for Monitoring of Yog and Vyayamshalas in the State of Haryana.

For

Haryana Yog Council.

From

The Companies Empaneled for Group II & III for Software Development & its Implementation for Departments/Boards/ Corporations of Haryana State.

**TOR No.:- e-Tender/HARTRON/DGM(ICT)/TOR/2020-21/09**

**Released by:**



**Haryana State Electronics Development Corporation Limited**

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## Disclaimer

This TOR for the Selection of System Partner for Design, Development and Implementation of Mobile Application Development and Web Admin Panel development for Monitoring of Yog and Vyayamshalas in the State of Haryana is issued by Haryana State Electronics Development Corporation Limited (referred in the document as HARTRON) on the behalf of Haryana Yog Council.

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

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

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## Important Information

1.	e-Tender Inviting Authority Designation and Address	Managing Director, Haryana State Electronics Development Corporation Limited, Hartron Bhawan, Bays # 73-76, Sector 2, Panchkula - 134 109
2.	Name of the Work/ Project	Selection of System Partner for Design, Development and Implementation of Mobile Application Development and Web Admin Panel development for Monitoring of Yog and Vyayamshalas in the State of Haryana for Haryana Yog Council.
	e-Tender reference	e-Tender/HARTRON/DGM(ICT)/TOR/2020-21/09
3.	e-Tender document availability	e-Tender Notice & e-Tender Document is available at <a href="http://www.hartron.org.in">www.hartron.org.in</a> & <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a> from 09:30 AM Hours onwards on 05-01-2021.
4.	Starting date of e-Tender	05-01-2021
5.	Last date and time for submission of e-Tender	15-01-2021 by 14:30 Hours
6.	Last date for submission of hard copy of technical bid to HARTRON.	15-01-2021 by 15:30 Hours (Hard Copy of Technical bid with proper binding and indexing as uploaded on e-procurement portal by the respective bidder must be submitted by bidder in the O/o DGM (Software), HARTRON Bhawan, Bays # 73-76, Sector 2, Panchkula)
7.	Date and Time of e-Tender Opening and Venue	15-01-2021 by 16:30 Hours. Venue: HARTRON Bhawan, Bays # 73-76, Sector 2, Panchkula.
8.	Mode of Bid Opening	Online
9.	Mode of Bid Submission	Online mode on the single e-Procurement portal <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a> Hard bound copies of all the bids with proper indexing and numbering is to be submitted at the venue within two hours after the last date and time of Bid Submission.
10.	Validity of Proposal	Proposal must remain valid for a period of 180 days after the last date of e-Tender submission.
11.	Date of Technical Presentation	To be intimated later on. Venue: HARTRON Bhawan, Bays # 73-76, Sector 2, Panchkula.
12.	Date and Time of Opening of Commercial Bids and Venue	To be intimated later on. Venue: HARTRON Bhawan, Bays # 73-76, Sector 2, Panchkula.
13.	Method of Selection	Quality & Cost Based Selection (QCBS) procedure

Note: MD, HARTRON reserves the right to change any schedule of bidding process. Please visit <https://etenders.hry.nic.in> and [www.hartron.org.in](http://www.hartron.org.in) regularly for the same. Bidders are also advised to visit these portals on regular basis for updates/ corrigendum issued by HARTRON related to e-tender. No separate communication will be sent to any bidder. In case a Central/ State Holiday is declared on any day/dates as specified above, the event shall be held on the next working day at same time and same venue.

Address for correspondence: DGM (Software), HARTRON Bhawan, Bays 73-76, Sector-2, Panchkula;  
Phone: 0172-2560442; 2704922; email: [ebidshartronsw@gmail.com](mailto:ebidshartronsw@gmail.com) and [rajendarhartron@gmail.com](mailto:rajendarhartron@gmail.com)

### Abbreviations

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

S. No.	Terminology	Reference To / Definition
1.	GoH	Government of Haryana
2.	HARTRON	Haryana State Electronics Development Corporation Limited
3.	HQ	Head Quarters
4.	INR	Indian National Rupees
5.	IT	Information Technology
6.	MIS	Management Information System
7.	O&M	Operation and Maintenance
8.	PBG	Performance Bank Guarantee
9.	TOR	Terms of Reference (referring to this document)
10.	TOR	Terms of Reference (referring to this document)
11.	SLA	Service Level Agreement
12.	TPA	Third Party Agency
13.	SP/ SI	System Partner/ System Integrator
14.	SRS	Software Requirement Specifications
15.	PMT	Product Management Team

## 1 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, including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the TOR/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/ 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/ Product Name.
- iv. **“Party”** means HARTRON or Bidder individually and **“Parties”** mean HARTRON and Bidder, collectively.
- v. **“Client”** will mean Haryana Yog Council.
- vi. **“Proposal/ Bid”** means the Technical and Commercial bids submitted for this Product 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. **“LoI”** 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.



## 2 INSTRUCTIONS TO BIDDERS ON ELECTRONIC TENDERING SYSTEM

### 2.1 Online Enrolment & Bidding

1. Bidder should do Online Enrolment on [www.etenders.hry.nic.in](http://www.etenders.hry.nic.in) Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes
15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of

bid submission online should be the same otherwise the Tender will be summarily rejected

16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST), which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).
26. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time **(as per Server System Clock)**.

## 2.2 General Conditions

Haryana State Electronics Development Corporation Ltd. (HARTRON), a State Govt. undertaking invites e-bids for Design, Developing and Implementation mobile app and web admin panel for Haryana Yog Council as per the minimum technical specifications and terms & conditions mentioned in this Tender document.

## 2.3 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 Companies/Agencies through the website only. All such supplements/amendments/addendums/corrigendum etc. shall be a part of this TOR and the bidders shall ensure to submit their proposals accordingly.

## 2.4 TOR Format

This TOR provides Bid process and includes the scope of work for the bidder with regards to the Selection of Design, Developing and Implementation of mobile app and web admin panel for Haryana Yog Council 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.

## 2.5 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.

## 2.6 HARTRON Right to Extend the Bid Deadlines and terminate the Process

- i. HARTRON may, at its discretion, reserves the right to postpone or cancel a scheduled Tender opening, extend the deadline for submission of proposal in which case all rights and obligations of the proposed Product and the bidders will thereafter be subject to the deadline as extended.
- ii. 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.
- iii. This TOR does not constitute an offer by HARTRON.
- iv. HARTRON may invite the bidder for further discussions and negotiation towards the process of selection. The commencement of such negotiations does not, however, signify a commitment by HARTRON to execute a contract or to continue negotiations. HARTRON may terminate negotiations at any time without assigning any reason.

## 2.7 SCHEDULE OF TENDER

- a. **Availability of Bid Document:** The tender document is available at state Govt. Procurement Portal i.e. <https://etenders.hry.nic.in> and [www.hartron.org.in](http://www.hartron.org.in)
- b. **Amendment of Tender Document:** The amendments in any of the terms and conditions of this Tender Document shall be uploaded on state Govt. Procurement Portal i.e. <https://etenders.hry.nic.in> and [www.hartron.org.in](http://www.hartron.org.in) and all prospective bidders are advised to check the same from time to time for any updates.
- c. **Submission of Bids:** Bids should be submitted online at <https://etenders.hry.nic.in> and [www.hartron.org.in](http://www.hartron.org.in) as per the dates mentioned in the Section Important Information.
- d. **Advice to the Bidders:** Bidders are advised to study this tender document carefully before participating. It shall be deemed that submission of Bid by the bidder have been done after their careful study and examination of the tender Document with full understanding to its implications. Bids must be direct, precise, concise, and complete. HARTRON will evaluate bidder's proposal based on the response to the requirements of the Productas outlined in this TOR.
- e. **Period of Validity of Offer:** Offer should remain valid for 180 days after the date of opening of the Pre-qualification cum technical bids as prescribed by the Corporation. If the validity of the offer is extended, the validity of EMD will also have to be extended. An offer valid for a shorter period may be rejected by Hartron as non-responsive.
- f. **Language of the Bid Proposal:** The Language of the bid proposal as prepared by the Bidders shall be English and all further correspondence and documents related to the bid proposal exchange with the corporation shall be English.

## 2.8 PROCEDURE FOR SUBMISSION OF BID

The Bids should be submitted in two parts i.e. Technical Bid and Commercial Bid.

- a. **Pre-Qualification & Technical Bid (Stage1):-** The Pre-Qualification and Technical Bid format as given in the Tender shall be filled, signed and stamped on all pages. Errors if any shall be attested by the Bidders. The Technical Bid shall not contain any indications of the Price otherwise the Bid will be summarily rejected. The bidders shall submit the details of make and model of the items offered against the tender requirement.
- b. **Commercial Bid (Stage 2):-**All the Price items as asked in the Tender shall be filled in the Commercial Bid Format through on-line mode at e-procurement portal only as given in the Tender. The Prices quoted shall be only in INDIAN RUPEES (INR) only. The tender is liable for rejection if Price Bid contains conditional offers.
- c. **Mode of Submission of Bids:-** The Bids shall be submitted electronically on Haryana Govt. e-procurement portal strictly as specified in the Tender document. The Bids will not be received personally.
- d. **Rejection of Bid:-**Bids submitted other than the electronic form on e-procurement portal of Haryana Government shall not be entertained. 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.
- e. **Stamping & Signing:-**Every page of the Bid (Technical & Commercial Bid) Document submitted needs to be clearly stamped & duly signed by the authorized signatory of the bidder.

## 2.9 Overall Bid Content

The bids shall comprise of two parts with following items and others as listed in the Annexures of this document.

**Part-1:** Technical bid in the format as specified in Annexures of this document.

**Part-2:** Commercial Bid in the format as specified in Annexures of this document.

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

The Bidders shall have to submit their e-tender documents (for both Parts) Online at <https://etenders.hry.nic.in>. Hard copies of the e-tender documents i.e. manual submission of Part 2 {Technical bid}) in HARTRON as per the date and time mentioned in the Important Information Page of this document is mandatory. **Commercial Bid will be accepted only through on-line mode.**

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

### 2.10 Attachments with Bid

The Bidder shall submit with its bid, inter alia, the following attachments:  
Bidder is required to submit duly signed & stamped copy of TOR along with Technical Bid.

### **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 of this document**:

#### **3.1 Proposal Cover Letter**

The bidder shall provide the Proposal covering letter (on company's Letterhead) only in the format provided in **Annexure** of this document.

#### **3.2 General information of the bidders**

The bidder shall provide the General information about them (on company's Letterhead) only in the format provided in **Annexure** of this document.

#### **3.3 Bidder's Authorization Certificate**

The bidder shall provide the Bidder's Authorization Certificate (on company's Letterhead) only in the format provided in **Annexure** of this document.

#### **3.4 Conflict of Interest**

Bidder shall furnish an affirmative statement/ self-declaration (on company's Letterhead) only in the format provided in **Annexure** 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.

#### **3.5 Authenticity of Documents submitted**

Bidders should submit an unconditional declaration as per **Annexure** on company's Letterhead 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.

#### **3.6 Completeness of the Bidding Documents**

Bidder should furnish unconditional declaration for Completeness of the Bidding Documents in the format provided in **Annexure** of this document.

#### **3.7 Unconditional Bidding Documents**

Bidder should furnish unconditional declaration for Unconditional Bidding Documents in the format described in **Annexure** of this document.

#### **3.8 Complete Responsibility for completion and execution of the Project/ Product Name.**

Bidder should furnish unconditional declaration for Complete Responsibility of the Product in the format described in **Annexure** of this document.

#### **3.9 Deviations and Exclusions**

The bidder shall provide the deviations and exclusions, if any, from the defined scope of proposed Product only in the format described in **Annexures** of this document

## 4. PART - 2: TERMS AND CONDITIONS - POST AWARD OF CONTRACT

### 4.1 Change Request

- i. No change requests shall be accepted by HARTRON during the contract period (Implementation Period plus for a period as per the agreement with the Purchaser from the date of Roll out) for any upgrades as part of the technical support cum O&M support from SP as well as from result of any necessary amendments from statutory compliances. This will cover by SP under annual license cost.
- ii. In the event of a major scope change after roll out (In case of totally new requirements as part of this Project/ Product Name) 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. The request for change requests (after due analysis by competent committee) shall be accepted by HARTRON in such cases. Further, the bidder agrees to implement these changes after obtaining approval from the competent authority.

### 4.2 Limitation of Liability

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

### 4.3 Termination

#### 4.3.1 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 SP 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 SP to explain the circumstances leading to such a delay.

- (b) In the event that SP undergoes change of control, HARTRON may, as an alternative to termination, require a full Performance Guarantee for the obligations of SP by a guarantor acceptable to HARTRON or its nominated agencies. If such a guarantee is not furnished within 60 days of HARTRON's 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 SP.
- (c) The termination provisions set out in this Clause shall apply *mutatis mutandis* to the SLA.

#### 4.3.2 Effects of termination

- (a) In the event that HARTRON terminates this Agreement pursuant to failure on the part of the SP to comply with the conditions as contained in this Clause and depending on the event of default, Performance Bank Guarantee furnished by SP 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, HARTRON will decide the appropriate course of action.

#### 4.3.3 Termination of this Agreement due to bankruptcy of SP

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

- (a) The SP reporting an apprehension of bankruptcy to HARTRON or its nominated agencies.
- (b) HARTRON or its nominated agencies apprehending a similar event.

### 4.4 Exit Management Clause

#### 4.4.1 Exit Management Purpose

- (a) This schedule sets out the provisions, which will apply on completion and termination of the contract
- (b) The SP 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 within 30 days of termination.



- (d) Cooperation and provision of information - During the exit management period the existing SP will allow new designated agency to access information required to define the current mode of operation; enabling the new designated agency to assess the existing services being delivered and take proper control of the Infrastructure being used.
- (e) In case of premature termination of contract, the bidder shall initiate exit management and shall carryout all operations till the time, handover to the new designated agency is completed. During such transition/migration phase it is also to be ensured that there is no service down time. However HARTRON will do its best to facilitate this in 30 days.
- (f) The bidder shall provide handholding support/overlapped operations for a period of 30 days with the new designated agency who is going to manage the operations thereafter.

#### 4.4.2 Force Majeure

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

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 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 HARTRON in writing of such condition and the cause thereof. Unless otherwise directed by HARTRON 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.

#### 4.5 Disputes Resolution

##### 4.5.1 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.

#### 4.5.2 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 SP 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 both 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.
- (d) Any legal dispute will come under Panchkula Civil Court jurisdiction only.

#### 4.6 Language of Bids

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

#### 4.7 Prices

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

#### 4.8 Correction of errors

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

as binding, unless it causes the overall bid price to rise, in which case the bid price shall govern.

#### 4.9 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.

#### 4.10 Rejection

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

#### 4.11 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.

#### 4.12 Technical Bid

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

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

##### 4.12.1 Technical Proposal

The Technical Proposal should consist of the information mentioned in the format provided in **Annexure** 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 of this document.
- 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 Proposal should be concise and should address the following at the minimum without ambiguity: -
  - a) Duly signed & stamped copy of TOR along with Technical Bid.
  - b) Brief Profile of bidder.
  - c) Information to be provided with reference to each **Criteria/Sub Criteria** for the evaluation of Technical bids mentioned in **Annexure** of this document.
  - d) **Requisite Supporting document(s) in support of information submitted in compliance of Criteria/Sub Criteria may be submitted as per Annexure of this document.**
- v. 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 reserves the right to take appropriate decision and action in this regard.

##### 4.12.2 Product Description Template

- i. The bidders have to showcase maximum of 05 Project/ Product Names against criteria mentioned in the Annexure of this document.
- ii. Bidders shall provide this information only as per the format (Product Description Template) provided in Annexure of this document.

#### 4.12.3 Project/ Product Name/Work Schedule Template

The bidders shall showcase the Project/ Product Name/work plan for different tasks which the vendor plans to start and accomplish as part of the Product against technical criteria in the format as per **Annexure of this document**.

#### 4.12.4 Team Composition and Task Assignments

The bidder shall provide Manpower Deployment Plan against technical criteria only in the format designed for Team Composition and Task Assignments & provided in **various Annexures** 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.

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

The bidder shall provide the information against technical criteria as per the format provided in **the Annexure section** (Curriculum Vitae (CV) for Proposed Professional Staff Template) of this document.

#### 4.12.6 Proof of concept of Product

The bidder shall submit the proof of concept against technical criteria (**Annexure**) of this document in order to demonstrate concept for the Product feasibility including wireframe.

However, the live proof of concept shall also be given by the bidder along with the Technical Presentation to be given to the committee.

## 5. PART - 3: COMMERCIAL BID

The price would be strictly as per **Annexure provided in this TOR**. The bids not conforming to the format shall be rejected.

### 5.1 Covering Letter

The bidders have to submit the Commercial Proposal along with the Covering letter (on company's Letterhead) only in the format provided in **Annexure** of this document. Proposal without Covering letter shall be rejected.

### 5.2 Commercial Proposal

The bidder has to submit the Commercial Proposal only in the format provided in **Annexure** of this document. The details of Cost Components shall be submitted in the format provided in the **Annexure of this document**.

Please note:

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

### 5.3 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.

### Other Conditions

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

- i. While every effort has been made to provide background information and requirements, **Bidders must form their own conclusions about the solution needed to meet the requirements**. Bidders and recipients of this TOR may wish to consult their own legal/technical

advisors in relation to this TOR. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the 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.
- 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 product, 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's legitimate interests in any dealings with Third parties.
- iv. HARTRON reserves the right to access the performance of the bidder prior to commencement or in between the work progress.
- v. SP shall ensure compliance of all Labour Laws i.e. Minimum rates of wages applicable in the State of Haryana as per the Minimum Wages Act 1948 and would be responsible for compliance of EPF and ESI.
- vi. Any 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 bidder but HARTRON will reserve the right on static/dynamic data.
- 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 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; and that no employee or official of HARTRON participated directly or indirectly in the bidder's bid preparation.

- xi. 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).
- xii. 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 HARTRON.
- xiii. HARTRON reserves the right to terminate the full Bank Guarantee or any part of it furnished by the SP with or without termination of contract, in case HARTRON or its nominated agency at any time during the tenure of the Cloud based Accounts & Finance and Inventory Management ERP observed that the System Partner failed to comply with its obligations under the Contract.
- xiv. 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 HARTRON. Any notification of best evaluated/preferred bidder status by HARTRON shall not give rise to any enforceable rights by the Bidder. HARTRON may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of HARTRON.
- xv. If at any stage of Cloud based Accounts & Finance and Inventory Management ERP work, it is observed that offered service does not meet HARTRON's requirement and or fails to provide requisite performance and required data/reports due to any reason not attributable to HARTRON, the bidder selected shall have to take suitable measures without any additional cost to HARTRON.
- xvi. Unless otherwise deleted or modified by mutual agreement between the Purchaser and the successful Bidder, all terms, conditions and provisions contained in the TOR shall be incorporated into the contract by default.
- xvii. HARTRON shall reserve the right to do a midterm review and revision of the financial quote and the technical solution provided with respect to the prevailing market conditions.
- xviii. HARTRON will not provide any components, tools, utilities. All the required components, whatever required for successful implementation of the service have to be provided only by the successful Bidder.



#### 5.4 EVALUATION OF BIDS

An evaluation committee consisting of officials from HARTRON will evaluate the bids of all the bidders both technically and commercially as per the following schedule/pattern.

- i) Only Technical bid shall be opened on the day of opening of the bids.
- ii) Conditional bids shall be summarily rejected.
- iii) The Technical bids: -The documents furnished by each bidder with its Technical Bid and will be examined to see whether the qualifications and specific requirements mentioned in the tender document are fulfilled.
- iv) The Commercial Bids of those bidders who satisfy the parameters laid out in the Pre-Qualification cum Technical Bid will only be opened. The place, date and time of the opening of the Commercial Bids shall be notified separately.
- v) All the bidders will be invited during the opening of commercial bids. However, if there is no representative of the bidder, HARTRON may still go ahead and open the bids.
- vi) The L1 bidder will be discovered item wise.

#### 5.5 RIGHT TO NEGOTIATE

The negotiations will be held up to L3 bidders if the difference between L1 quoted rates and those quoted by L2 & L3 is within 5% of the L1 quoted rates as per the policy issued by the State Govt. vide G.O No. 2/2/2010-4-IB-II dated 18.06.2013, G.O No. 2/2/2010-4-IB-II dated 16.6.2014, G.O No. 2/2/2010-4-IB-II dated 09.02.2015 will be applicable. These policy guidelines are available at [http://dsndharyana.gov.in/en-us/Purchase/Rules-instruction-and-procedure/Instructions.The policy/procedure issued by State Govt. time to time will also be applicable](http://dsndharyana.gov.in/en-us/Purchase/Rules-instruction-and-procedure/Instructions.The%20policy/procedure%20issued%20by%20State%20Govt.%20time%20to%20time%20will%20also%20be%20applicable).

#### 5.6 RELEASE OF ORDER

After Acceptance of a Bid Proposal either by HARTRON or by High Power Purchase Committee of Haryana Govt., as the case may be, HARTRON will release the formal purchase order in favour of the successful bidder(s) for each of HARTRON's client. The price of the L1 bidder will be valid for three years from the date of empanelment which can be further extended upto two more years with mutual consent.

The bidder is expected to examine all the instructions, forms, terms & conditions and specifications in the tender document. Further to furnish all the information required by the tender document or at the time of submitting of a bid in every respect will be at bidders risk and may result in rejection of the bid.

## 6 . TERMS AND CONDITIONS OF THE CONTRACT

### 6.1 Delivery Period

Product deployment and Gap analysis shall be commenced in all respect immediately but not later than 04 weeks from the date of placement of the order at the designated site.

### 6.2 Penalty

If the progress of works assigned to the software product partner for application software category is found to be non-satisfactory or delayed at any point of time, HARTRON reserves the right to impose penalty @5% of quarterly payment for each default. The sum total amount of all unpaid and paid penalties shall not exceed 10% of total revenue share of the software product partner for application software category. HARTRON reserves the right to recover any dues payable by the selected Bidder/ penalties from any amount outstanding to the credit of the selected bidder, including the pending bills and / or revoking the bankguarantee under this contract.

However, if, purchasing department opts to accept the items beyond six weeks (42 days) delay, no penalty may be charged beyond six weeks delay.

### 6.3 Comprehensive Warranty Period and Maintenance Services:

- i. The successful bidder will be responsible for providing 3 years onsite warranty.
- ii. The said comprehensive warranty shall be deemed to commence from the date of issue of the letter for successful deployment of product by the indenting department.
- iii. It shall be the responsibility of the successful bidder to keep the product in good working condition by providing necessary repairs/maintenance of during the comprehensive warranty period; otherwise it shall be treated as a non-performance on the part of the vendor for penalty.
- iv. The performance security submitted by the bidder shall be kept by HARTRON as a security against the comprehensive warranty period.

### 6.4 Price Fall Clause: -

- i. The prices charged for the Items/Services supplied under the contract by the successful bidder shall in no event exceed the lowest price at which the successful bidder sells the Goods or offers to sell Items of identical description to any persons/organizations including the HARTRON, Department of the Central or State Government or any Statutory undertaking of the central or State Government, as the case may be, till the signing of the contract.
- ii. If, at any time during the period, the successful bidder reduces the sale price, sells, or offers to sell such goods to any person/ organization including HARTRON or any Department/ Organization of State or Central Government or any statutory Undertaking of the Central or State Government as the case may be, at a price lower than the price chargeable under the contract, the successful bidder shall forthwith notify such reduction, or sale or offer to sell to the purchaser and the price payable under the contract for the supply of material after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.

## 6.5 Forfeiture of Earnest Money/Performance security:

### A.) Forfeiture of Earnest Money:-

- i. If the Bidder withdraws his bid before the expiry of validity or after the acceptance of the bid, the Earnest Money Deposited by the bidder will be forfeited.
- ii. If the Bidder fails to comply with any of the terms, conditions or requirement of order and the technical specifications of the tender document, the Earnest Money deposited by the Bidder will be forfeited.
- iii. In case required performance security is not submitted by the bidder within 10 days from the date of issue of Purchase order, the Earnest Money deposited by the Bidder will be forfeited.

### B.) Forfeiture of Performance Security: -

- i. The Corporation reserves the right of forfeiture of the performance guarantee in the event of the contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms & conditions of contract.
- ii. In case the successful bidder fails to submit the performance guarantee of the requisite amount within the stipulated period or extended period, letter of Award automatically will stand withdrawn and EMD of the contractor shall be forfeited.
- iii. In case successful bidder fails to comply with the delivery period as specified in the work order/contract, the Performance security deposited by the vendor will be forfeited.
- iv. In case the vendor fails to provide services during the warranty period as per the satisfaction of HARTRON/ indenting department, the Performance security deposited by the vendor will be forfeited.
- v. In case the vendor failed to supply the ordered items as per the specification mentioned in the purchase order or ordered items are rejected during the inspection even after giving one or two extra chance for inspection, the Performance security deposited by the vendor will be forfeited.
- vi. Performance guarantee shall be returned after successful completion / testing / commissioning and handing over the project to the client up to the entire satisfaction of The Corporation / Client Performance guarantee shall be returned after successful completion / testing / commissioning and handing over the project to the client up to the entire satisfaction of The Corporation / Client.

## 6,6 Authenticity of submitted Documents/Information.

- i. The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the Corporation shall issue any necessary instructions and the priority of the documents shall be in accordance with the order as listed in the Appendix.
- ii. If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically by the bidder, the tender shall become invalid and cost of tender document and processing fee shall not be refunded.
- iii. If in case, any document, information & / or certificate submitted is found to be incorrect / false / fabricated, the Corporation at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.
- iv. The bidders must submit an Affidavit as placed at "Annexure" alongwith the technical bid.

## 6.7 Cancellation of Order:

- i. In the event of the successful bidder failing duly and properly to fulfil the order or committing breach of any of the terms & conditions of this order or repeatedly supplying goods liable to rejection hereunder or failing, declining, neglecting or delay to comply with any demand or

requisition or otherwise not executing the same in accordance with terms of this contract or if the bidder or his agent or servants being guilty of fraud in respect of this contract or any of his partners or representatives found directing, giving, promising or offering any bribes, gratuity, gift loan, perquisite, reward or advantage pecuniary or otherwise to any person in the employment of Government in any way relating to such officers or person or persons, officer or employment or if the bidder or any of his partners become insolvent or apply for relief as insolvent debtor or commence any insolvency proceedings or make any composition with his/their creditors or attempts to do so, then without prejudice to HARTRON and remedies otherwise, HARTRON shall be entitled to cancellation of order forth with and to blacklist the bidder and may claim back all or part of the money already paid to the bidder.

- ii. If during the currency of execution of order, the successful bidder becomes bankrupt or otherwise insolvent or is likely to become insolvent or bankrupt, HARTRON may, at any time, cancel the order by giving written notice to the successful bidder. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to HARTRON.

**Consequences of Cancellation of Order:**

- i. Upon cancellation of order, the successful bidder shall deliver or cause to be delivered all works carried out for and on account of the indenting department and all data and records required from or on account of the Indenting Department.
- ii. Upon cancellation of order for any reason whatsoever, the successful bidder shall return to the Indenting Department any and all confidential information and any other property of the Indenting Department.
- iii. HARTRON on behalf of and in consultation with Indenting Department may procure services/items similar to those undelivered, upon such terms and in such manner, as it deems appropriate, at the risk and responsibility of the successful bidder and the successful bidder shall be liable for any additional costs for such services/items.
- iv. The successful bidder shall continue the performance of the order to the extent not terminated.
- v. Upon cancellation of order for whatsoever, HARTRON on behalf of and in consultation with Indenting Department shall have the right to perform the following penalties: -
  - Forfeiture of earnest money
  - Forfeiture of performance security.
  - Imposition of liquidated damage.
  - Risk purchase on the expenses of vendor.
  - Black listing of the successful bidder.

Read and accepted

Signature on behalf of

M/s-----

## 7. PROJECT BACKGROUND

Haryana Yog Council is an autonomous body under Govt. of Haryana, working in the field of Yog and Naturopathy. The council is intended to develop mobile app and web admin panel for monitoring day to day activities of Yog Assistant and Yog Coaches of 1000 Yog Vyayamshalas in all 22 districts of the State.

## 7. SCOPE OF WORK

### Scope of Work

The vendor shall be required to work on the following functionalities as:

1. This monitoring management system will consist of a mobile application and Web Admin control panel where the activities of Yog Assistant and Yog Coaches will be monitored and ensured to meet the objective of establishment of Yog Vyayamshalas.
2. Initially, the database will be developed for monitoring of 1000 Yog Vyayamshalas which may further be increased as per requirement.
3. These Yog Vyayamshalas(approx. 1000) will be run by Yog Assistant and will be monitor by these 22 Yog coaches. Further, the activity of these Yog coaches will also be monitored by admin through the same mobile application and Web Admin Panel.
4. To supervise the activities of Yog Assistant, Yog coaches and 5 Admins a provision of super Admin will also be available for approval of activities/ requests/ data facilitated by Haryana Yog council to monitor the application.
5. This quality monitoring of activities submitted on mobile application, will also provide performance points for release of salary to Yog Assistant.
6. Yog Assistant will have provision to submit records and proof of various activities like morning and evening Yog classes , visit nearby villages for Yog awareness ,Yog training programs in Vyayamshalas , Yog Education Program in school, Surya Namaskar and other activity on international yog day 21 June .
7. The feature of adding new activities will be available in admin panel for Yog coaches and Admins and super admin
8. All provision of updating these activities along with authentication will be available in online and offline mode (based on the internet availability in the region).
9. Admin will be able to upload various supporting materials like videos, audios, images and other pdf documents to help Yog Assistant for smoothing functioning of Yog classes .
10. Yog coach can monitor these Yog Assistant activity in online /offline mode (physical verification).

**Mobile App should have following features:**

1. **Simplicity:** Mobile App should be easy to navigate, so that user can access their information quickly and easily,

2. **Speed:** Fast loading screens are vital. No one likes waiting, particularly when all they have to look at is a screen-loading. Speed means an appropriate set of graphics and not fetching large tables and databases. Keep it simple and keep it quick.
3. **Good image resolution:** Bidder has to ensure that what user has on screen is sufficiently detailed to make the user experience worthwhile. Mobile App should have hi-definition and 16 million colours.
4. **Flexibility:** Mobile App should be compatible on android and ios both.
5. **Security:** Internet security is becoming an ever-increasing issue and the same applies for this app. This app security must be watertight.
6. **Search options:** Search option feature should be there.
7. **Push notifications:** Push notifications can be text, graphic, or a combination of both.

### 7.3 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. No extra cost will be paid for travelling expense.
- II. Plan and execute the project through a suitably qualified technical team. As part of this requirement, submit a project plan and keep it updated at all times.
- III. Finalize the detailed requirements and suggest any improvements to the processes being followed by HARTRON that would be necessary as a result of the proposed.
- IV. Design, Develop, Test, Baseline and Release the Web-Portal 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 Comprehensive Technical Documents and User Manuals.
- VII. Impart training to the end users and also develop Training materials.
- VIII. 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.
- IX. Provide the said maintenance and support for a period of three (3) years after two-year warranty from go-live.
- X. 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 defects, enhance the Web-Portal as per an agreed plan and also provide such other technical support in house and hand-holding initially for two years, thereafter three-year AMC necessary for the smooth functioning of the overall Web-Portal covered under the scope of the project in conformity with the agreed performance criteria.

- XI. The selected bidder agrees to make good any defects and shortcomings in the Web-Portal that is part of the agreed requirements.
- XII. Only in the event of a major scope change involving significant time and effort over and above routine maintenance and support / inclusion of required module, 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.
- XIII. Facilitate certified security audit (3rd party) and assessments, as and when required.
- XIV. Submit periodic reports and support project reviews as may be agreed and necessary.
- XV. At the end of Maintenance and Support period of three years, assist in smooth transition of the operations to HARTRON.

#### 7.4 HARTRON / Haryana Yog Council Responsibilities

- I. Nomination of a nodal officer for all communications & interaction required for this project.
- II. Carry out project activities which fall under the Haryana Yoga Council responsibility, within reasonable time limits, particularly in matters related to reviews, approvals, acceptance, etc. Delay on any activities by HARTRON/ Haryana Yoga Council 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 all necessary data/content.
- VI. Formal requests for changes to Web-Portal and conform to the agreed process in approving and implementing these changes.
- VII. This team shall be mandatorily involved in every interaction between the System Partner and Haryana Yoga Council.
- VIII. It may also be noted that any sign-off's on the documents/deliverables submitted by the System Partner shall be mandatorily given by the competent authority from IT division of Haryana Yoga Council; only after getting countersign from Haryana Yoga Council Project Management Team (PMT) constituted for this project



- IX. In case of any unforeseen circumstances, the HARTRON shall own the responsibility and will negotiate on behalf of Haryana Yoga Council.

## 7.5 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.

### 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:

#### Payment terms:

S. No	Key Activities/ Milestones	Description	Payment (%) of Fixed Price Cost	Remarks
1.	Phase 1	Detailed Functional Requirement study, System Requirements Study, Gap Analysis and report submission.	30%	Payment (%) of One Time Project Costs
2.	Phase 2	Development of Mobile App And Web Admin Panel development for Monitoring of Yog and Vyayamshalas.	40%	
3.	Phase 3	Supporting User Acceptance Testing of the Mobile App.	20%	
4.	Phase 4	Go-Live of Mobile App and Web admin Panel.	10%	

#### Other Payment Terms

- i. Any increase/decrease in the rates of taxes, duties, charges and levies at a later date and during the tenure of the bid/ project will be to the account of the HARTRON.
- ii. 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 the HARTRON only.
- iii. Any monetary figure in decimal shall be rounded off to the nearest INR.

## PROPOSAL EVALUATION PROCESS

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 able to view the result (through the e-procurement portal) 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:

### 8.1 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 is requested to take note of the following:

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

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

- Bidders intending for commercial bid should necessarily give the financial details in the format given in **Annexure**. All the financial details should be given in the prescribed format only and in accordance to the details mentioned in the ToR.
- 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, and F1 = the lowest financial bid of all the bids opened.

- 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.
- 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.
- 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.
- 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).
- 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.

- Financial Evaluation shall be done on the basis of price quoted for total items (i.e. grand total amount).
- Proposals not containing cost for any of the cost components shall be straightway rejected without any further consideration.
- 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.
- 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, 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.

### 8.3 Quality and Cost Based Selection

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

The Bidders are requested to take note of the following:

- i. The weights assigned for each item is for the purpose of evaluation of this bid only and does not necessarily reflect the actual transactions/ quantities that would be undertaken for the period of contract.
- ii. In case of a tie in the final composite score, the bidder having highest technical score will be considered eligible for leading to the award of the contract.
- iii. 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.

## AWARD OF CONTRACT

### 9.1 Award Criteria

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

### 9.2 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 decision.

### 9.3 Notification of Award

#### (a) Process of award of successful bidder as L1

- i. Prior to the expiration of the validity period, HARTRON will notify the successful bidder in writing or by email, to be confirmed in writing by letter, that its bid has been accepted.
- ii. 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.
- iii. The notification of award as successful bidder will constitute the formation of the contract. HARTRON shall not be bound to give reasons for rejection of any bid.

### 9.4 Signing of Contract

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

### 9.5 Terms of the Contract

The term of this Contract shall be for a period of three years commencing from the date of **“Successful Implementation / Roll out”** of the Project/ Product Name. However, the contract maybe extendable, on mutually agreed terms and conditions post that. (The date of Roll out will be date on **which bidder received Letter of Successful Implementation/ Roll out from user Department.**)

## 9.6 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.

## Annexures

### General Information & Compliance to Instructions to Bidder

#### *Proposal Cover Letter*

[Date]

TOR No.:-

To,

The Managing Director,  
HARTRON

Dear Sir,

**Ref: TOR for The Selection of System Partner for Design, Development and Implementation of Mobile Application Development and Web Admin Panel development for Monitoring of Yog and Vyayamshalas in the State of Haryana for Haryana Yog Council.**

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 Product 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 (Product schedule for providing Services in Study, Customization, Implementation, Operation and Maintenance of proposed Product 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 180 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, 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                      2021

(Signature and Seal/Stamp of bidder)

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

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

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

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

Witness Signature:.....

Witness Name:.....

Witness Address:.....



## General Information of Bidders

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

Dated:

Place:

Signed & sealed: (Authorized representative of the firm)

**Please Note:**

**All Fields are to be mandatory filled & should not be altered or left blank**

**PRE-QUALIFICATION-CUM-TECHNICAL BID FORMAT**

(To be submitted on its Letterhead by the bidder)

Managing Director

Haryana State Electronics Development Corporation Limited (HARTRON)  
SCO 111-113 Sector 17 B, Chandigarh. 160017

Dear Sir,

Ref: TOR for The Selection of System Partner for Design, Development and Implementation of Mobile Application Development and Web Admin Panel development for Monitoring of Yog and Vyayamshalas in the State of Haryana for Haryana Yog Council.

- 1) Having examined the Tender document, I/We [name of the bidder (s)], the undersigned, herewith submit our response to your Tender Notification dated \_\_\_\_\_ for selection of vendor for \_\_\_\_\_ in full conformity with the said tender document no \_\_\_\_\_.
- 2) I/We have read the provisions of the Tender document and confirm that these are acceptable to us. Hence, we are hereby submitting our Bid.
- 3) I/We agree to abide by this Tender, consisting of this letter, financial bid and all attachments, for a period of 180 days from the closing date fixed for submission of bid as stipulated in the Tender document.
- 4) I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption, in force in India.
- 5) I/We understand that Hartron/Department is not bound to accept/annul any bid received in response to this Tender.
- 6) In case, I/We are engaged by HARTRON/Department as service provider contractor for supply of ordered items/goods/items of turnkey Project/ Product Names, I/We shall provide all assistance/cooperation required by Hartron/ Department appointed auditing agencies officials for performing their auditing and inspection functions. I/We understand that our non-cooperation for the same shall be grounds for termination of service/contract.
- 7) In case, I/We are engaged as a vendor, we agree to abide by all the terms & conditions of the Contract and Guidelines issued by Hartron/Department from time to time.
- 8) I/ We have submitted requisite fee and EMD as per procedure laid in the Tender. All other required documents (details given in summary table below) as per the stated Qualification Criteria
- 9) Our Entity's profile is as under:-

S#	Required Details	Remarks
1.	Legal Name of Entity	
2.	Type of Business	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Other

S#	Required Details	Remarks
3.	Company Identification No. (CIN)	
4.	Business Address: City District State Zip code Telephone Nos.: Contact email:	
5.	Registered Address of the Company: Address: City District State Zip code Contact Person: Telephone Nos.: Contact email: Company Website URL	
6.	PAN No. of bidder GST No. of bidder	
7.	Has the firm transacted business under any other previous names? If yes, under which name business transacted	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.	Ownership of the Company/Firm: Whether Company owned or controlled by parent Company? If yes, complete the following: Legal name of the parent company Full address of parent company Street City District State Zip/Pin	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.	Relationship with the parent company	<input type="checkbox"/> Subsidiary <input type="checkbox"/> Division
10.	Date of ownership	
11.	Shareholding pattern of Parent Company:	
	Percentage of shares held by the parent company	
	Other majority shareholders in the Indian Company	
	Details of Board of Directors	

S#	Required Details	Remarks
12.	Name of Bid and Contract Signing Authority - I Name Designation Contact No. Email: Power Of Attorney or resolution of Board of Directors through which authorized as signatory Authority - II Name Designation Contact No. Email: Power Of Attorney or resolution of Board of Directors through which authorized as signatory	
13.	Memorandum of Association and Articles of Association of the company Bye Laws and certificates of registration (in case of registered firm)	
14.	Whether MOA of Bidding Company allows entering into the bid of respective services? If yes, indicate the relevant clause.	

**10) Our Entity's Financial Details is given as under:-**

S#	Required Details	Remarks
1.	Authorized Capital of the Indian Company	
2.	Paid up Capital of the Company	
3.	Turnover of the Indian company for last three years	
4.	Net worth of the Indian company for last three years	
5.	Profit of the Indian company for the last three years	
6.	Customer references	
7.	Past 1-3 year supply record	
8.	Quality certificates received, if any	
9.	Customer approval letters if any	
10.	Awards and recognition received, if any	
11.	After sales support mechanism	

**11) Our entity's Legal Details**

S#	Required Details	Remarks
1.	Whether In the past five years prior to the date of this application, has this entity or any principal of the entity has been deemed to be in default on any contract, or been forcefully terminated from any contract of any Organisation? If yes, state the names of the entity, relationship to firm and the circumstances.	<input type="checkbox"/> Yes <input type="checkbox"/> No.
2.	Whether an undertaking (Affidavit) submitted that the bidder has not been blacklisted/debarred by any Central/ State Government Department/	<input type="checkbox"/> Yes <input type="checkbox"/> No

	Organization	
3.	Whether an undertaking submitted to the effect that there has been no litigation with any Government Department/ Organization on account of similar services	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	Whether the entity has undergone legal proceedings in the past three years. If yes, Submit details	<input type="checkbox"/> Yes <input type="checkbox"/> No

Yours Sincerely,

Authorized Signatory (ies)[In full and initials]: \_\_\_\_\_

Name and Title of Signatory (ies): \_\_\_\_\_

Name of Bidding Company/Firm: \_\_\_\_\_

Address: \_\_\_\_\_ *(Affix the Official Seal of the Bidding Company)*

## COMMERCIAL BID FORMAT-1

(To be submitted by the bidder on its Letterhead)

### Covering Letter

To,

The Managing Director,  
HARTRON

**Ref: TOR for The Selection of System Partner for Design, Development and Implementation of Mobile Application Development and Web Admin Panel development for Monitoring of Yog and Vyayamshalas in the State of Haryana for Haryana Yog Council.**

Sir,

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect \_\_\_\_\_ of

\_\_\_\_\_ 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 180 calendar days from the date of opening of the Bid.
- We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- The proposal covers optional cost items and cost for additional work resulting from scope changes as specified in this document

#### 2. UNIT RATES

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

#### 3. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out

exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid.

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

#### **4. TENDER PRICING**

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

#### **5. QUALIFYING DATA**

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

#### **6. BID PRICE**

We declare that our Bid Price is for the entire scope of the work as specified in the TOR. These prices are indicated in **Annexures** 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 **Annexures** 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.

### Details of Cost Component

S. No.	Cost Components	Total Price	Taxes (wherever applicable)	Total cost (total price + taxes)
1.	Study, and Design implementation of Web admin pane as per the scope depicted in the RFP.			
2.	Study, Design and Development Web Mobile App as per the scope depicted in the RFP			
3.	security audit By Cert In Empaneled Agency.			
4.	3 years Operations, upgradation, Content Management and Maintenance.			
5.	Hosting Charges for both Web portal and Mobile App.			
Total cost for Bid Evaluation in Figures: i.e (1 to 3)				
Total cost for Bid Evaluation in Words: i.e (1 to 3)				
Grand Total cost in Figures: i.e (1 to 5)				
Grand Total cost in Words: i.e (1 to 5)				



## Bidding Document Acknowledgement Form

(To be enclosed with Technical Bid)

To,

Managing Director

Haryana State Electronics Development Corporation Limited (HARTRON)

SCO 111-113 Sector 17 B, Chandigarh. 160017

**Ref: TOR for The Selection of System Partner for Design, Development and Implementation of Mobile Application Development and Web Admin Panel development for Monitoring of Yog and Vyayamshalas in the State of Haryana for Haryana Yog Council.**

I/We hereby acknowledge we have downloaded a complete set of Bidding Document enclosed to the "Invitation for Bid" pertaining to tender Notification dated \_\_\_\_\_ along with corrigendum, if any, for the selection of vendor for the supply of mentioned items

\_\_\_\_\_  
I/We have noted that the closing date for receipt of this tender document by Hartron is 15.01.2021 at 14:30 Hours.

I/We guarantee that the contents of the above said Bidding Documents will be kept confidential within our organization and text of the said documents shall remain the property of Hartron and that the said documents are to be used only for the purpose intended by Hartron. **Duly signed and stamped copy of tender document is also enclosed.**

Authorized Signatory (ies)[In full and initials]: \_\_\_\_\_

Name and Title of Signatory (ies): \_\_\_\_\_

Name of Bidding Company/Firm: \_\_\_\_\_

Address: \_\_\_\_\_ *(Affix the Official Seal of the Bidding Company)*

**Self-Declaration on not being blacklisted**

(To be enclosed with Technical Bid)

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

**AFFIDAVIT**

**Ref: TOR for The Selection of System Partner for Design, Development and Implementation of Mobile Application Development and Web Admin Panel development for Monitoring of Yog and Vyayamshalas in the State of Haryana for Haryana Yog Council.**

From

\_\_\_\_\_

\_\_\_\_\_

To

**The Managing Director,  
Haryana State Electronics Development Corporation  
SCO 111-113 Sector 17 B, Chandigarh. 160017**

I, \_\_\_\_\_ son of Sh. \_\_\_\_\_ resident of \_\_\_\_\_ do hereby solemnly affirm and declare as under: -

That we M/s \_\_\_\_\_ hereby confirm that we M/s \_\_\_\_\_ has not been blacklisted by any State Government/ Central Government/ Public Sector Undertakings during the last three years and further confirm that our EMD/SD/Performance bank guarantee has not been forfeited by any State Government / Central Government / Public Sector Undertakings during the last three years due to our non-performance, non-compliance with the tender conditions etc.

That we M/s \_\_\_\_\_ hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and I/We understand and accept that if at any stage, the information furnished is found to be incorrect or false, I/We am/ are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

That we M/s \_\_\_\_\_ certify that no refurbished components are used in the manufacturing and supply of Quoted Items and its related accessories / tendered items.

That in case of violation of any of the conditions above, We M/s \_\_\_\_\_ understand that We M/s \_\_\_\_\_ are liable to be blacklisted by Hartron for a period of three years from participating any tender published by Haryana Government.

DEPONENT

Verification:

Verified that the contents of the above affidavit of mine are true and correct to the best of my knowledge and nothing has been concealed therein.

DEPONENT

## Statutory Undertaking

(To be enclosed with Technical bid)

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

Managing Director

Haryana State Electronics Development Corporation Limited (HARTRON)

SCO 111-113 Sector 17 B, Chandigarh. 160017

**Ref: TOR for The Selection of System Partner for Design, Development and Implementation of Mobile Application Development and Web Admin Panel development for Monitoring of Yog and Vyayamshalas in the State of Haryana for Haryana Yog Council.**

I/We (Name of the Bidder) having registered office at (Address of the registered office) and local office at (Address of the local office), hereby declare and confirm that-

- 1) The contents of the Tender have been carefully gone through and we undertake to fully comply with the terms and conditions specified in the tender document including addendum, if any thereof.
- 2) I/We are not engaged into litigation as of date with any Government Department/ PSU/ Autonomous body on account of similar services for indulging in corrupt or fraudulent practices. We also confirm that we are not determined non-performing by any of the entities specified above.
- 3) We don't have 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 us.
- 4) I/We are not having any dispute/ litigation among ourselves or with any Bidder or with our OEM/ Principal Partner.
- 5) Neither the Bidder nor any of its Directors are the subject of criminal or civil proceedings that could be expected to adversely affect its business or its ability to Bid in the present tender.
- 6) We understand that the technical Bid, if found incomplete in any respect and/or if found with conditional compliance or not accompanied with the requisite Bid Security/ Earnest Money Deposit, shall be summarily rejected.
- 7) We understand that if at any time, any averments made or information furnished as part of this Bid is found incorrect, then its Bid and the contract if awarded on the basis of such Bid shall be cancelled.
- 8) We offer to execute the work in accordance with the Terms of Reference and Conditions of Contract of this Tender.
- 9) The information provided in the technical proposal (including the attachments) is true, accurate and complete to the best of my knowledge & belief.

Authorized Signatory (ies)[In full and initials]: \_\_\_\_\_

Name and Title of Signatory (ies): \_\_\_\_\_

Name of Bidding Company/Firm: \_\_\_\_\_

Address: \_\_\_\_\_ (Affix the Official Seal of the Bidding Company)

**Bidder's Authorization Certificate of Signing Authority**

(To be enclosed with Technical bid)

To,

The Managing Director,  
HARTRON

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

Thanking you,

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

## Checklist to be enclosed with Technical Bid

Dated: -

**Managing Director**

**Haryana State Electronics Development Corporation Limited (HARTRON)**

**SCO 111-113 Sector 17 B, Chandigarh. 160017**

**Ref: TOR for The Selection of System Partner for Design, Development and Implementation of Mobile Application Development and Web Admin Panel development for Monitoring of Yog and Vyayamshalas in the State of Haryana for Haryana Yog Council.**

We M/s \_\_\_\_\_ has enclosed documentary evidence for fulfilling the Eligibility in the Technical Bid and other requirement laid in the tender document.

S. No.	Criteria/Sub Criteria	Max Criteria/ Sub Criteria Points	Section No. and Page No. against each Criteria/Sub Criteria compliance in the Bidders Proposal
1.	<p>Approach and Methodology proposed in terms of:</p> <ul style="list-style-type: none"> <li>a. Project Understanding <b>(5 marks)</b></li> <li>b. Proposed Project Management approach and methodology <b>(5 marks)</b></li> <li>c. Technology stack to be used (for designing, development &amp; Database) <b>(4 marks)</b></li> <li>d. Detailed Technical Solution, security features and its various components proposed <b>(5 marks)</b></li> <li>e. Detailed Technical Architecture <b>(5 marks)</b></li> <li>f. Training and O &amp;M support <b>(3 marks)</b></li> <li>g. Detailed Bill of material (BoM) including both software &amp; hardware separately <b>(3 marks)</b></li> </ul>	<b>30</b>	
2.	<p>a. Experience in Design, Development and Operation of Mobile App/Website/Web-Portal during last 4 years.</p> <p>Upto 3 marks for each project (maximum of 5 projects)</p>	<b>15</b>	
	<p>b. Experience of similar Domain as per scope of work.</p>	<b>5</b>	
3.	<p>Out of the above projects, the value of each project (a single project or up to a maximum of Four projects) based on billable value as specified in the table below. Such amount has</p>	<b>15</b>	

S. No.	Criteria/Sub Criteria	Max Criteria/ Sub Criteria Points	Section No. and Page No. against each Criteria/Sub Criteria compliance in the Bidders Proposal										
	<p>to be fully billed and realized for award of scores.</p> <table border="1"> <thead> <tr> <th>Project value in Rs</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>&gt; 50 Lakhs</td> <td>15</td> </tr> <tr> <td>&gt; 30 Lakhs &lt;= 50 Lakhs</td> <td>12</td> </tr> <tr> <td>&gt; 15 Lakhs &lt;= 30 Lakhs</td> <td>8</td> </tr> <tr> <td>&lt;= 15 Lakhs</td> <td>4</td> </tr> </tbody> </table> <p>For example: A bidder submitting 4 projects with each project order value of Rs 10 lacs will get 12 marks as total value of 4 projects will lie in slab between &gt; 30 Lakhs &lt;= 50 Lakhs</p>	Project value in Rs	Score	> 50 Lakhs	15	> 30 Lakhs <= 50 Lakhs	12	> 15 Lakhs <= 30 Lakhs	8	<= 15 Lakhs	4		
Project value in Rs	Score												
> 50 Lakhs	15												
> 30 Lakhs <= 50 Lakhs	12												
> 15 Lakhs <= 30 Lakhs	8												
<= 15 Lakhs	4												
4.	Detailed Project/Work Plan	5											
5.	Detailed Resource Deployment Plan of the proposed manpower Including Team structure and CV of the resource(s) proposed separately.	5											
6.	Technical Presentation	15											
7.	Proof of concept	10											
Total Technical Marks		100											

Authorized Signatory (ies)[In full and initials]: \_\_\_\_\_

Name and Title of Signatory (ies): \_\_\_\_\_

Name of Bidding Company/Firm: \_\_\_\_\_

Address: \_\_\_\_\_ (Affix the Official Seal of the Bidding Company)

**Affidavit**

(On non-judicial stamp paper of Rs. 10/-)

I, \_\_\_\_\_ S/o \_\_\_\_\_  
\_\_\_\_\_ r/o \_\_\_\_\_  
\_\_\_\_\_ on behalf of the entity \_\_\_\_\_ do hereby  
solemnly affirm and declare as under: -

1. That I hereby confirm that my/our firm/company M/s..... have not been convicted of any non-bail able offence, by any of the courts.
2. That I hereby confirm that my/our firm/company M/s..... have not been convicted, or reasonably suspected of committing or conniving at the commission of any offence under any of the laws applicable in the country.
3. That I hereby confirm and declare that none of my/ our group/ sister concern/ associate company is participating/ submitting this tender.
4. That I hereby confirm and declare that my/our firm/company M/s..... has not been black listed/ de-listed or put on holiday by any Institutional agencies/ Govt. Deptt./ Public Sector Undertaking, in the last TWO years.
5. That I hereby confirm and declare that my/our firm/company M/s..... has paid all rents, royalties and all public demands such as income-tax, sales tax, GST and all other taxes and revenues payable to the Government of India or to the Government of any State or to any local authority and that at present there are no default in arrears of such rents, royalties, taxes and revenues due and outstanding and that no attachments or warrants have been served on us in respect of sales-tax, income-tax, GST, Govt. Revenues and other taxes.
6. That in the past five years prior to the date of this application, I or any principal of the entity has not been deemed to be in default on any contract, or have not been forcefully terminated from any contract of any Organization.
7. That I hereby confirm and declare that my/our firm/company M/s..... that there has been no litigation with any Government department/organization on account of similar services.
8. That I hereby confirm and declare that my/our firm/company M/s..... has not undergone any legal proceedings of whatever kind in the past three years.
9. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, the Corporation at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues. May take any appropriate legal action against me.

Place:  
Dated:

Deponent

Verification: Verified that the above statement of mine is true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

Note:

\* In case of Registered Companies, the affidavit shall be on behalf of authorized person & with the name of the company.

### Product Description Template

S. No.	Particular	Details	
1.	Citation/Product Serial Number		
2.	Name of Product(Title)		
3.	Name of Client		
4.	Address of Client		
5.	Contact Person Name & Mobile / Telephone		
6.	Type of Product(Government/Private/others)		
7.	Type of Assignment (Development/ Customization/ Service/ others)		
8.	Total Assignment Value ( in Rs) {excluding tax}		
9.	Payment realization value against Product(till date)		
10.	Product Timelines / Duration (in months)		
11.	Name of modules implemented in the Project/ Product Name		
12.	Whether completed or ongoing		
13.	Start & End Date of Project/ Product Name	From:	To:
14.	Ongoing Activities : •	Completed activities •	
15.	Number of personnel provided by the Agency (team size)	Onsite :- Offsite :- Combined :-	
16.	Brief narrative description of Project/ Product Name:		
17.	Name of key team personnel involved and functions performed by them		



18.	Plan for bringing knowledge and experience from this citation	
19.	Detailed write up for each Product(in separate plain sheet)	Attached: (Yes / No) If Yes, Section No & Page No in the technical bid
20.	Supporting Documents: a) Work Order b) Completion Certificate or in-progress certificate	Attached: (Yes / No) If Yes, Section No & Page No for each supporting document in the technical bid.

**Please Note:**

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

Proof of successful realization of payments should be furnished for Project/ Product Names showcased in the Criteria specified for it. **Team Composition and Task Assignments**

Professional Staff					
S#	Name of Staff	Area of Expertise	Position Assigned	Task Assigned	Whether allocated Onsite/Offsite
1.					
2.					
3.					
n..					

Dated:

Place:

Signed & sealed: (Authorized representative of the firm)

**Please Note:-**

- a. This information should be provided for all key staff, such as team leaders, Product 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.
- a. **Name of resources allocated should be in sync with Work Schedule Template.**
- b. The SP should position requisite number of resources (as required onsite/offsite for smooth implementation of Project/ Product Name) during the implementation and O & M duration of the contract.

**Project/ Product Name/Work Schedule Template**

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

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

Dated:

Place:

Signed & sealed:

(Authorized representative of the firm)

**Please Note:-**

- c. Duration of activities shall be indicated in the form of a bar chart.
- d. 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.

**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#	Educational Qualification	Name of College/ University	Month & Year of Passing	Marks Obtained.
1.				
2.				
3.				
4.				
5.				

6. **Total Years of Post-Qualification Experience:**  
\_\_\_\_\_.
7. **Membership of Professional Associations:** \_\_\_\_\_.
8. **Other Training** [Indicate significant training since degrees under “5 - Education” were obtained]: \_\_\_\_\_
9. **Countries of Work Experience:** [List countries where staff has worked in the last ten years]:  
\_\_\_\_\_

10. **Languages** [For each language indicate proficiency: Yes/No in speaking, reading, and writing]:

S.No	Languages	Read	Write	Speak
1.	English			
2.	Hindi			

3.	Punjabi			
4.	Any other Language.			

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

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

**12. Certification:**

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

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

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