

Request of Proposal(RFP)

Selection of System Partner

For Study, Customization, Implementation,

Operation & Maintenance

of

Mobile App

For

Secondary Education Haryana

TOR No.:- *e-Bids/HARTRON/DGM (Software)/RFP/2020-21/01*

Released by:

Haryana State Electronics Development Corporation Limited,

Bays 73-76, Sector 2, Panchkula

Phone (0172) - 2560442

Website: www.hartron.org.in

Disclaimer

This RFP for Selection of System Partner for Study, Customization, Implementation, Operation & Maintenance of Mobile App for Secondary Education Haryana is issued by Haryana State Electronics Development Corporation Limited (referred in the document as Hartron) on behalf of Secondary Education, Haryana.

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

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

HARTRON shall be the sole and final authority with respect to qualifying a bidder through this TOR. The decision of HARTRON in selecting the System Partner (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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Data Sheet

1. Key Events and Dates

DOCUMENT CONTROL SHEET		
S. No.	Particulars	Date & Time
1.	Tender/TOR Number	TOR No.:- <i>e-Bids/HARTRON/DGM (Software)/RFP/2020-21/01</i>
2.	Invitation to Bid	01-06-2020
3.	Last date of online submission of bid	08-06-2020 at 14:30 PM
4.	Manual submission of documents	08-06-2020 before 14:30 PM
5.	Date and time for opening of Technical bids	08-06-2020 at 16:30 PM
6.	Technical Presentation	To be intimated later
7.	Date and time for opening of Commercial Bids	To be intimated later
8.	Office address, Venue for Pre-Bid Conference/ Bid Submission/ Manual documents	DGM - Software HARTRON, HARTRON Bhawan, Bays-73-76, Sector 2, Panchkula-134109 (Haryana)
9.	Earnest Money Deposit	INR 2,00,000 /-
10.	Method of Selection	Quality & Cost Based Selection (QCBS) procedure
<p>Bidders are advised to visit Department website i.e. http://haryanait.gov.in & https://etenders.hry.nic.in on regular basis for any updates/corrigendum issued by HARTRON related to this DOCUMENT. No separate communication will be sent to any bidder.</p> <p>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.</p>		

2. Contact Person's Address for correspondence

DGM(Software),
 HARTRON
 HARTRON Bhawan,
 Bays 73-76, Sector-2, Panchkula
 PHONE: 0172- 560442
 Website: <http://haryanait.gov.in>; www.hartron.org.in;

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

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/RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
- ii. **“Authorized Representative / Competent Authority”** shall mean any person authorized by either of the parties i.e. Bidder and HARTRON.
- iii. **“Bidder/ Agency/ Service Provider/ System Partner/ Software Vendor/ IT System Partner/ Implementation Partner (IP)”** means any firm offering the solution(s), service(s) and /or materials as required in the TOR/RFP. 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/RFP, and when used after award of the Contract shall mean the successful party with whom HARTRON signs the agreement for rendering of services for implementation of this project.
- iv. **“Party”** means HARTRON or Bidder individually and **“Parties”** mean HARTRON and Bidder, collectively.
- v. **“Client”** will mean HARTRON.
- vi. **“Proposal / Bid”** means the Technical and Commercial bids submitted for this project against this TOR/RFP.
- vii. **“Terms of Reference (TOR) / Request for Proposal (RFP)”** means this document and its annexure and any other documents provided along with this TOR/RFP or issued during the course of the selection of bidder, seeking a set of solution(s), services(s), materials and/or any combination of them.
- 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/RFP.
- 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.

1 TERMS OF REFERENCE (TOR) PROCESS

1.1 General Eligibility Criteria for Bidders

This invitation for bids is open to all Companies/Agencies.

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

1.2 Bidder Inquiries and Department Responses

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

rajendarhartron@gmail.com

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

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

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

1.3 Supplemental Information to the TOR

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

1.4 TOR Format

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

1.5 Proposal Preparation Costs

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

1.6 Instructions to Bidders on Electronic Tendering System

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

I. Registration of bidders on eProcurement Portal: -

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

II. Obtaining a Digital Certificate:

- a. The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- b. A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazette Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website - <https://etenders.hry.nic.in>.
- c. The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-Certifying Authority authorized by the Controller of Certifying Authorities.
- d. Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during of bid preparation stage. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem)

he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

- e. In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- f. In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- g. The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

III. Pre-requisites for online bidding:

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

IV. Online Viewing of Detailed Notice Inviting Tenders:

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

V. Download of Tender Documents:

- a. The tender documents can be downloaded from the eProcurement portal <https://etenders.hry.nic.in>.

VI. Key Dates:

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

1.7 HARTRON Right to Terminate the Process

- i. HARTRON may terminate the bidding process at any time without assigning any reason. HARTRON makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- ii. This TOR does not constitute an offer by HARTRON.
- iii. 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.

1.8 Venue & Deadline for submission of bids

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

1.9 Late bids

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

1.10 General Guidelines for bid opening

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

1.11 Bid Opening

The venue for the opening of bids is given below:

HARTRON BHAWAN

BAYS: 73-76,

Sector 2, Panchkula-134109.

Tel: 0172-2560442.

* HARTRON always reserves the right to postpone or cancel a scheduled Tender opening.

2 SCOPE OF WORK

2.1 About the Project

Currently, content is being broadcasted through TV channels to the students, while this method has a wide reach it is difficult to get a sense of the viewership. Post the content being taught on TV currently the assignments or quizzes are being sent on WhatsApp groups, making it virtually impossible to know how many students are attempting and whether the content being delivered through TV is translating in any form of learning outcomes. Currently valuable content is being shared on multiple platforms, fragmentation makes the distribution challenging. It is essential for the Department to stay in touch with their teachers and seek regular inputs from them, need to make the current manual reach out process more efficient.

Based on the above challenges the below mentioned Scope of Work has been formulated to customize Off the Shelf Education App/Portal for the use of Secondary Education, Haryana.

2.2 Broad Functional Requirements of the Project:

Providing complete IT solution for the purpose of evaluating and measuring learning outcomes and providing usage data to the Department of Secondary Education, Haryana for the education being imparted to students via various mediums currently, in the state.

All bidders shall have this solution ready and should be able to demonstrate it in the technical presentation.

The bidder shall be able to provide a mobile app which the student can login with their SRN and should have the following functionalities:

1. Student should be able to attempt Assignments in the app with various questions types like MCQs, True False and Fill in the blanks.
2. From a question bank for each topic random questions to be presented to the student to attempt. These questions to be uploaded by a central team via a simple excel sheet.
3. Assignment result to be viewed by the student as soon as they finish attempting the assignment and data will be collected for reports to be generated for the department.
4. App should also show the schedule of upcoming lectures on TV and also send push notification for reminder before the start of the lecture.

5. Design of the app will be simple and clean so that the student can use it without any hassle.
6. App should also show all videos prepared and curated by the Department on various social platforms and websites.
7. App should have a feature where department can send survey or some random questions immediately after the lecture on TV finishes to evaluate number of viewers and get their feedback.
8. Students should receive push notifications regarding lectures, assessments or any updates.
9. The App should have feature where the department can seek inputs from teacher regularly regarding the teacher's communication with the student.
10. Admin Portal to be provided to the Department to upload all data such as question bank, survey questions, schedule of lectures.
 - The same admin portal should also provide all reports of student performances in assessments, survey questions and teachers inputs.
 - The solution should have the ability to collate data and provide co-relational reports to measure learning outcomes.
11. The solution should be flexible enough to allow for requests from Department in case more reports are needed than the ones provided with the software.

The solution should be flexible enough to allow for requests from Department in case more reports are needed than the ones provided with the software.

2.2.1 Server features for Hosting of Mobile Application:

Secondary Education, HARYANA requires a virtual private server that can perform standard web hosting functions: Backup Server for redundancy, Full Administration Access, Full Database Administration Access, Server Security feature, Alerts and Monitoring, Fully Scalable feature, Automated Data base backup.

2.3 Desirable Timelines for Project Implementation

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

#	Name of Phase	Desired Timelines (including non-working days/ holidays)
1.	<u>Phase-1:</u> Prototype Approval	T + 7 Days
2.	<u>Phase-2:</u> Final delivery of the product and 3 webinars for training to users.	T + 30 Days
3.	<u>Phase-3:</u> Product feedback, minor customization in product from approved prototype and stabilization	T + 45 Days
4.	<u>Phase-4:</u> Operation and Maintenance	90 days from Date of Go-Live

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

2.4 Performance Requirements (SLAs)

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

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

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

Software Defect Categorization:

Severity level 1: critical business functionality is impacted.

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

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

2.5 Bidder Responsibilities

- i. Nominate a senior person in the capacity of a Project manager, who will serve as the single point of contact for the department and shall attend all meetings related to the project
- ii. Plan and execute the project through a suitably qualified technical team. As part of this requirement, submit a project plan and keep it updated at all times.

- iii. Finalize the detailed requirements and suggest any improvements to the processes being followed by Secondary Education, HARYANA that would be necessary as a result of the proposed Mobile App.
- iv. Design, Develop, Test, Baseline and Release the software solution consistent with applicable guidelines of State/ Gol.
- v. Carry out necessary acceptance tests including certifications (as may be applicable) and report the test results including satisfactory conformance to requirements.
- vi. Provide the Bill of Material (BOM) of IT Infrastructure (both hardware as well as software separately) including hosting requirements in state/centre data centre/cloud & enabling infrastructure required for the designing, development, deployment and operations of the proposed solution. **The comprehensive BOM should be submitted by the vendor as part of their technical bid.** However, the Bidders are requested to take note of the following:
 - a) HARTON/ Secondary Education, HARYANA shall only provide the Hosting space for Mobile App application in HSDC /Cloud Environment/ other government owned data centre based on the details of hosting infrastructure requirements provided by the System Partner in their BOM.
- vii. Provide Comprehensive Technical Documents and other deliverables as indicated under Section- 2.5 (Indicative Deliverables).
- viii. Impart training to the end users and also develop Training materials.
- ix. Ensure requisite infrastructure (Desktops/Laptops/Printers etc) to the resources deployed (onsite/offsite) during the entire project.
- x. Provide implementation and other support services, as proposed and mutually agreed upon, to ensure that the solution is rolled out to all the participating stakeholders and is smoothly operational as per the work (project) plan that is agreed upon.
- xi. Provide the said maintenance and support for a period of 1 year. Such maintenance support period shall commence from the date the system is fully rolled out/Go-Live.
- xii. During the maintenance and support period, successful bidder shall provide IT operations and administration of the installed solution in conformity with the States/Government IT policies, fix software defects, enhance the software as per an agreed plan and provide such other technical support and hand-holding necessary for the smooth functioning of the overall solution covered under the scope of the project in conformity with the agreed performance criteria.
- xiii. The selected bidder agrees to make good any defects and shortcomings in the software that is part of the agreed requirements.
- xiv. In the event of a major scope change involving significant time and effort over and above routine maintenance and support, the selected bidder shall facilitate the assessment of impact to technical matters, timelines, cost and also justify the effort involved. Further, the bidder

agrees to implement these changes after obtaining approval from the competent authority. Only in case of significant changes to the solution by Secondary Education, HARYANA itself, the request for such change requests shall be accepted by HARTRON in accordance with Section 6.1 of this TOR.

- xv. Submit periodic reports and support project reviews as may be agreed and necessary.
- xvi. At the end of Maintenance and Support period, assist in smooth transition of the operations to the Department or a designated agency(s).

2.6 Department Responsibilities

- i. Nomination of a single point of contact for all communications & interaction required for this project.
- ii. Carry out project tasks which fall under the Departmental responsibility, within reasonable time limits, particularly in matters related to providing all necessary data, reviews, approvals, acceptance, timely payments to the Bidder etc.
- iii. Provide the required timely access to personnel, test data, clarifications, and decisions and to resolve any issues as may be necessary for the selected bidder to carry out their obligations under this contract (including the work plan).
- iv. Report technical issues to the selected bidder's personnel for resolution.
- v. Provide seating space, internet connectivity and basic office amenities preferably in Secondary Education, HARYANA to the agreed number of bidder personnel who will be involved in the course of the project.
- vi. Formal requests for changes to Mobile App and conform to the agreed process in approving and implementing these changes.
- vii. HARTRON/ Secondary Education, HARYANA shall have to make the necessary arrangements for hosting of Mobile App application in Cloud Environment/HSDC / other government owned data centre based on the hosting space (details to be provided by the System Partner in their BOM) required for installation/configuration of Mobile App.
- viii. HARTRON shall ensure providing necessary support/permissions for installation of requisite software licenses provided/procured by System Partner for Operationalization of Mobile App.
- ix. Facilitate procurement/provisioning of necessary IT infrastructure limited to hosting space, email/SMS gateway and payment gateway as applicable.
- x. Facilitate acceptance testing, certification and roll-out of the project including any internal (organizational/statutory) issues that needs to be addressed for this purpose.

3 INSTRUCTIONS TO BIDDERS

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

3.1 Period of Validity of Bids

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

3.2 Non-Conforming Bids

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

3.3 Amendment/Corrigendum of bidding documents

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

3.4 Language of Bids

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

3.5 Prices

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

3.6 Correction of errors

- i. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the quotations/bids are submitted. (All corrections, if any, should be initiated by the person signing the bid form before submission, failing which the figures for such items may not be considered).

- ii. Arithmetic errors in bids will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the bid form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall bid price to rise, in which case the bid price shall govern.

3.7 Measurements and Arithmetic Conventions

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

3.8 Rejection

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

3.9 Modification and Withdrawal of Proposals

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

3.10 Proposal Cover Letter

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

3.11 General information of the bidders

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

3.12 Bidder's Authorization Certificate

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

3.13 Conflict of Interest

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

3.14 Authenticity of Documents submitted

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

3.15 Completeness of the Bidding Documents

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

3.16 Unconditional Bidding Documents

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

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

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

3.18 Deviations and Exclusions

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

3.19 Acknowledgement of Understanding of Terms

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

3.20 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 equipment, machinery, material and methods. The bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to HARTRON and shall, at all times, support and safeguard HARTRON'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. The assessment may cover all areas related to the assigned

work order, especially methodology, manpower, infrastructure etc. HARTRON reserves the right to cancel the work order assigned to the System Partner at any time which includes the time after the completion of assigned work without assigning any reason for the same. In case the work order is cancelled then the costs incurred will be borne by the System Partner and under no circumstances the System Partner shall be eligible for any payment or damages from the HARTRON.

- v. System Partner shall ensure compliance of all Labour Laws i.e. Minimum rates of wages applicable in the State of Haryana as per the Minimum Wages Act 1948 and would be responsible for compliance of EPF and ESI.
- vi. Any work product, whether acceptable or unacceptable, developed or customized under a contract awarded as a result of this TOR shall be the sole property of the HARTRON unless stated otherwise.
- vii. Timing and sequence of events resulting from this TOR shall ultimately be determined by HARTRON.
- viii. No oral conversations or agreements with any official, agent, or employee of the HARTRON shall affect or modify any terms of this TOR, and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of HARTRON shall be superseded that results from this TOR process. Oral communications by HARTRON to bidders shall not be considered binding on HARTRON, nor shall any written materials provided by any person other than HARTRON.
- ix. Proposals are subject to rejection if they limit or modify any of the terms and conditions or specifications of this TOR.
- x. By responding, the bidder shall be deemed to have represented and warranted: that its bid is not made in connection with any competing bidder submitting a separate response to this TOR, and is in all respects fair and without collusion or fraud; that the bidder did not participate in the TOR development process and had no knowledge of the specific contents of the TOR prior to its issuance; 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 the HARTRON.

- xiii. The HARTRON reserves the right to terminate the full Bank Guarantee or any part of it furnished by the System Partner with or without termination of contract, in case HARTRON or its nominated agency at any time during the tenure of the project observed that the System Partner failed to comply with its obligations under the Contract.
- 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 purchaser/HARTRON. Any notification of best evaluated / preferred bidder status by the purchaser/HARTRON shall not give rise to any enforceable rights by the Bidder. The purchaser/HARTRON may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the purchaser/HARTRON.

4 PROPOSAL EVALUATION PROCESS

4.1 Evaluation of Bid

Proposals will be reviewed by a Committee of Officers (the “Committee”). Evaluation of the bids will be done in two stages and at the end of every stage respective bidders may be 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:

4.1.1 Technical evaluation

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

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

4.1.2 Commercial evaluation

Based on the results of the technical evaluation, the committee will then proceed to open and evaluate the Commercial bids of only those bidders who are able to qualify the Technical evaluation (as per Section 4.1.1). The Commercial evaluation will take into account the information supplied by the Bidders in the Commercial Bid, and the same shall be evaluated in accordance with the evaluation criteria specified in this document. The Bidders are requested to take note of the following:

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

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

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

- iii. The commercial bid should not be conditional and no technical information should be provided along with the commercial bid. In such cases, the bids would be summarily rejected.
- iv. The bid should be comprehensive and inclusive for all the services to be provided by the bidder as per scope of his work. The payments would be made to selected bidder on the basis of the bid submitted. No separate payment shall be made for services that are to be delivered by the System Partner as part of his scope of work for this project.
- v. The bidder is required to quote for all the defined requirements on a fixed price basis.
- vi. The prices quoted shall be inclusive of all taxes, duties and statutory payments incident upon the bidder and it shall be a fixed price bid. Once the prices have been submitted as part of Commercial bid to 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). All the taxes shall be quoted separately under relevant sections.
- vii. Any increase/decrease in the rates of taxes, duties, charges and levies at a later date and during the tenure of the bid/ project will be to the account of the HARTRON.
- viii. Financial Evaluation shall be done on the basis of price quoted for total items (i.e. grand total amount).

- ix. *Proposals not containing cost for any of the cost components or proposal with any intentional manipulation in prescribed commercial format shall be straightway rejected without any further consideration.*
- x. The System Partner shall be responsible for the costs towards travel / stay, daily allowance or any other allowances with respect to their staff deployed for the execution of this project before or after the award of the contract.
- xi. Agency/ System Partner would be responsible for making the solution perform on a turnkey basis. In case the Agency / System Partner does not consider any specific infrastructure including any hardware/software/system/service in their bid, which would hamper the performance of the solution, as per SLAs mentioned, HARTRON would not be held responsible. In such a case, the System Partner has to provide additional infrastructure/ services, without any additional cost to HARTRON.

4.1.3 Quality and Cost Based Selection

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

5 SUBMISSION OF BIDS

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

5.1 Overall Bid Content

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

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

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

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

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

The Bidders shall have to submit their tender documents Online (All three parts) along with hard copies i.e. manual submission of all three parts (Part1 {General Information}, Part 2 {Technical bid} & Part 3 {Commercial bid}) in the department as per the dates mentioned in the Key Events & Dates.

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

All the bids should be properly indexed and numbered.

5.2 Attachments with Bid

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

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

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

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

5.3.1 Proposal Cover Letter

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

5.3.2 General information of the bidders

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

5.3.3 Bidder's Authorization Certificate

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

5.3.4 Conflict of Interest

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

5.3.5 Authenticity of Documents submitted

Bidders should submit an unconditional declaration as per **Annexure 1, Form 5** on company's letter head that all the requisite Forms/Declarations/Covering Letter/Annexure/Documents submitted as part of, technical and financial bids are in the same format as given in the TOR and shall not include any conditional statements. Deviations (if any) from the defined scope of proposed project are explicitly mentioned in the Form 9 of this document.

5.3.6 Completeness of the Bidding Documents

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

5.3.7 Unconditional Bidding Documents

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

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

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

5.3.9 Deviations and Exclusions

The bidder shall provide the deviations and exclusions, if any, from the defined scope of proposed project only in the format described in **Annexure 1, Form 9** of this document

5.4 Part - 2: Technical Bid

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

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

5.4.1 Technical Proposal

The Technical Proposal should consist of the information mentioned in the format provided in **Annexure 2, Form 11** of this document

Please note:

- i. In case of any deviations, the same needs to be clearly highlighted as per the format described in Annexure 1, Form 9.
- ii. **The technical bid must NOT contain any pricing/ commercial information.**
- iii. In submitting additional information, please mark it as supplemental to the required response.
- iv. The Technical Proposal should be concise and should address the following at the minimum without ambiguity: -
 - a) Duly signed & stamped copy of TOR along with Technical Bid.
 - b) Brief Profile of bidder.
 - c) Information to be provided with reference to each **Criteria/Sub Criteria (S. No. 1 to 8)** for the evaluation of Technical bids mentioned in **Annexure 2, Form 11** of this document.
 - d) Requisite Supporting document(s) in support of information submitted in compliance of **Criteria/Sub Criteria (S. No. 1 to 8 - Annexure 2, Form 11).**
- 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.

5.4.2 Bill of Material (BoM)

Provide the Bill of Material (BOM) of IT Infrastructure (both hardware as well as software separately) including hosting requirements in State/Centre Data Centre/ Cloud Environment & enabling infrastructure required for the customizing development, deployment and operations of the proposed solution. The comprehensive BOM against criteria at **S. No. 1 - G (Annexure 2, Form 11)** should be submitted by the vendor as part of their technical bid.

The Bidders are requested to take note of the following:

- i. HARTRON shall only provide the Hosting space for Mobile App application in HSDC / other government owned Data Centre/ Cloud Environment based on the details of hosting

infrastructure requirements provided by the System Partner in their BOM and further finalized by the HARTRON.

5.4.3 Project Description Template

- i. The bidders have to showcase maximum of 05 projects against criteria at **S. No. 2 (Annexure 2, Form 11)**.
- ii. The bidders have to showcase maximum of 03 projects against criteria at **S. No. 3 (Annexure 2, Form 11)**.
- iii. Bidders shall provide this information only as per the format (Project Description Template) provided in **Annexure 2, Form 12** of this document.

5.4.4 Project/Work Schedule Template

The bidders shall showcase the project/work plan for different tasks which the vendor plans to start and accomplish as part of the project against technical criteria at **S. No. 5 (Annexure 2, Form 11)** as per the format (Project/Work Schedule Template) provided in **Annexure 2, Form 13** of this document.

5.4.5 Team Composition and Task Assignments

The bidder shall provide Manpower Deployment Plan against technical criteria at **S. No. 6 (Annexure 2, Form 11)** only in the format designed for Team Composition and Task Assignments & provided in **Annexure 2, Form 14** of this document with the information regarding the expertise of the resources in the organization that enable the organization to provide a scalable, robust, and industry-standards based product and support services.

5.4.6 Curriculum Vitae (CV) for Proposed Professional Staff

The bidder shall provide the information against technical criteria at **S. No. 6 (Annexure 2, Form 11)** as per the format provided at **Annexure 2, Form 15 (Curriculum Vitae (CV) for Proposed Professional Staff Template)** of this document.

5.4.7 Technical Presentation

The bidder shall submit the detailed presentation (in .ppt format only) covering all the aspects of technical bids against technical criteria at **S. No. 7 (Annexure 2, Form 11)** of this document. The presentation shall minimum includes the Profile of bidder, supportive information submitted in bid in reference to each Criteria/Sub Criteria as per **S. No. 1 to 6 & 8 (Annexure 2, Form 11)** in this document.

However, in addition to the above detailed presentation to be submitted along with the Technical bids, the bidders are also required to give the short presentation to the committee highlighting the summary of above aspects.

5.4.8 Proof of concept

The bidder shall submit the proof of concept against technical criteria at **S. No. 8 (Annexure 2, Form 11)** of this document in order to demonstrate concept for the project 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.

5.5 Part - 3: Commercial Bid

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

5.5.1 Covering Letter

The bidder have to submit the Commercial Proposal along with the Covering letter (on company's letter head) only in the format provided in **Annexure 3, Form 16** of this document. Proposal without Covering letter shall be rejected.

5.5.2 Commercial Proposal

The bidder have to submit the Commercial Proposal only in the format provided in **Annexure 3, Form 17** of this document. The details of Cost Components shall be submitted in the format provided in **Annexure 3, Form 18**.

Please note:

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

6 TERMS AND CONDITIONS - POST AWARD OF CONTRACT

6.1 Change Request

- i. No change requests shall be accepted by HARTRON during the contact period (Implementation Period plus 1 year from the date of Go-Live) for any upgrades as part of the technical support cum O&M support from SP as well as from result of any necessary amendments from statutory compliances.
- ii. In the event of a major scope change (In case of totally new requirements as part of this project) 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/ Secondary Education, HARYANA in such cases. Further, the bidder agrees to implement these changes after obtaining approval from the competent authority.

6.2 Limitation of Liability

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

6.3 Termination

6.3.1 Material Breach

- (a) In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a one month's notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the HARTRON as the case may be will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:
 - (i) If the Implementation partner is not able to deliver the services as per the SLAs defined in this TOR which translates into Material Breach, then the 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, the HARTRON will have the option to terminate this Agreement. Further, the HARTRON may also offer a reasonable opportunity to the System Partner to explain the circumstances leading to such a delay.

- (b) In the event that System Partner undergoes change of control, HARTRON may, as an alternative to termination, require a full Performance Guarantee for the obligations of System Partner by a guarantor acceptable to HARTRON or its nominated agencies. If such a guarantee is not furnished within 30 days of HARTRON'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 System Partner.
- (c) The termination provisions set out in this Clause shall apply *mutatis mutandis* to the SLA.

6.3.2 Effects of termination

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

6.3.3 Termination of this Agreement due to bankruptcy of System Partner

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

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

6.4 Exit Management Clause

6.4.1 Exit Management Purpose

- (a) This schedule sets out the provisions, which will apply on completion and termination of the contract
- (b) The bidder/System Partner shall provide Exit Management plan clearly specifying the duration and activities required for such transition/migration before three months period from the date of expiry of contract, or termination of the operations
- (c) The parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule
- (d) Cooperation and provision of information - During the exit management period the existing System Partner will allow new designated agency to access information required to define the current mode of operation; enabling the new designated agency to assess the existing services being delivered and take proper control of the Infrastructure being used.

- (e) In case of premature termination of contract, the bidder shall initiate exit management and shall carryout all operations till the time, handover to the new designated agency is completed. During such transition/migration phase it is also to be ensured that there is no service down time.
- (f) The bidder shall provide handholding support/overlapped operations for a period of 3 months with the new designated agency who is going to manage the operations thereafter.

6.5 Force Majeure

The vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that 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 the HARTRON in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the bidder shall promptly notify the HARTRON in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

6.6 Disputes Resolution

6.6.1 Amicable Settlement

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

6.6.2 Arbitration

In case of any dispute, either party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent

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

- (a) The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.
- (b) The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel)
- (c) When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.
- (d) Any legal dispute will come under Panchkula Civil Court jurisdiction only.

7 AWARD OF CONTRACT

7.1 Award Criteria

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

7.2 Right to accept / reject any or All Proposals

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

7.3 Notification of Award

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

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

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

7.4 Contract Finalization and Award

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

7.5 Performance Bank Guarantee

- i. The successful bidder shall at his own expense deposit with HARTRON, within Ten (10) working days of the date of notice of award of the contract, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a nationalized bank or scheduled banks acceptable to HARTRON, payable on demand, for the due performance and fulfillment of the contract by the bidder. The Format for Performance Bank Guarantee is available at **Annexure- 4** of this TOR. The EMD (if any) would be returned to the successful bidder on receipt of Performance Guarantee. In case the PBG is not furnished within the timelines mentioned, the EMD will be forfeited.
- ii. This Performance Bank Guarantee will be for an amount equal to 10% of the value of the contract awarded. The value of the contract will be calculated as the sum of all payments (as stipulated by the contract pertaining to the scope of work) to be made by HARTRON to the

bidder during the contract period. All charges and expenses whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder. The performance bank guarantee shall **be valid initially till 6 months after the completion of the contract period**. In case, the project will be extended /delayed beyond the timelines, the bidder shall be required to extend the Bank Guarantee till the actual date of completion of project. The performance bank guarantee may be discharged/ returned by HARTRON upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

- iii. In the event of the bidder being unable to service the contract for whatever reason, HARTRON would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of HARTRON under the contract in the matter, the proceeds of the PBG shall be payable to HARTRON as compensation for the pre-estimated, pre-determined and pre-agreed loss resulting from the bidder's failure to perform/comply its obligations under the contract.
- iv. HARTRON shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

7.6 Signing of Contract

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

7.7 Term of the Contract

The term of this Contract shall be for a period of three years commencing from the date of **“Successful Implementation / Go-live”** of end to end Mobile App for SECONDARY EDUCATION, HARYANA. However, the contract maybe extendable, on mutually agreed terms and conditions, one year at a time for a period of next three years.

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

7.8 Failure to agree with the Terms & Conditions of the TOR

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

8 PAYMENT SCHEDULE

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

8.1 Payment Schedule for the Services provided by the System Partner

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

On completion of Phase-1	30%
On completion of Phase-2	30%
On completion of Phase-3	40%

8.2 Other Payment Terms

- i. Any increase/decrease in the rates of taxes, duties, charges and levies at a later date and during the tenure of the bid/ project will be to the account of the HARTRON.
- ii. Whenever the penalty is levied on System Partner for failing to meet the required SLA, the payment shall be made for the quarter and the penalty (if any) will be adjusted in the payments of next quarter.
- iii. Any delay on account of HARTRON & stakeholders' 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.
- iv. Any monetary figure in decimal shall be rounded off to the nearest INR.
- v. All payments would be subject to withholdings, if any, due to SLA and performance criteria besides other statutory withholdings.
- vi. Quarterly payments will be taken for operations and maintenance.

9 ANNEXURE

Annexure - 1 General Information & Compliance to Instructions to Bidder

9.1.1 Form 1: Proposal Cover Letter

[Date]

TOR No.:-

To,

The Managing Director,
HARTRON

Dear Sir,

Ref: TOR for Selection of System Partner for Study, Customization, Implementation, Operation & Maintenance of Mobile App for Secondary Education Haryana

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

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

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

We confirm that the information contained in this bid or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to HARTRON is true, 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 2020

(Signature and Seal/Stamp of bidder)

(In the capacity of _____)

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

Name of Company : _____

Address of Company: _____

Witness Signature:.....

Witness Name:.....

Witness Address:.....

9.1.2 Form 2: General information of the bidders

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

Dated:

Place:

Signed & sealed: (Authorized representative of the firm)

Please Note:

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

9.1.3 Form 3: Bidder's Authorization Certificate

To,

The 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	Signature of the person authorized by the bidder
<Name>	<Name>
<Designation>	<Designation>
<Seal>	<Seal>

9.1.4 Form 4: Declaration for Conflict of Interest

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

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

Dated:

Signed & sealed: (Authorized representative of the firm)

Place:

9.1.5 Form 5: Declaration for Authenticity of Documents submitted

I, authorized representative of _____, hereby solemnly undertake that all the requisite Forms/Declarations/Covering Letter/Annexure/Documents submitted as part of technical and financial bids are in the same format as given in the TOR and shall not include any conditional statements. Deviations (if any) from the defined scope of proposed project are explicitly mentioned in the Form 9 of this document.

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

Dated:

Signed & sealed: (Authorized representative of the firm)

Place:

9.1.6 Form 6: Declaration for Completeness of the Bidding Documents

I, authorized representative of _____, hereby solemnly affirm that the complete solution to accomplish the requirements of the TOR (and inter alia the SLAs) has been understood and has been factored in the documents submitted as a part of proposal/bid for “Selection of System Partner for Study, Customization, Implementation, Operation & Maintenance of Mobile App for Secondary Education Haryana”.

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

Dated:

Signed & sealed: (Authorized representative of the firm)

Place:

9.1.7 Form 7: Declaration for Unconditional Bidding Documents

I, authorized representative of _____, hereby solemnly affirm that the Bid documents submitted as a part of technical and financial bid are unconditional in all respect considered for “Selection of System Partner for Study, Customization, Implementation, Operation & Maintenance of Mobile App for Secondary Education Haryana”.

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

Dated:

Signed & sealed: (Authorized representative of the firm)

Place:

9.1.8 Form 8: Declaration for Complete Responsibility

I, authorized representative of Bidder _____ for the purpose of bidding for “Selection of System Partner for Study, Customization, Implementation, Operation & Maintenance of Mobile App for Secondary Education Haryana”. I, hereby solemnly affirm that we shall be solely liable and responsible for the completion and execution of the project in all respects.

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

Dated:

Signed & sealed: (Authorized representative of the firm)

Place:

9.1.9 Form 9: Format for deviation(s) from Scheduled Requirements

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

Dated:

Place:

Signed & sealed: (Authorized representative of the firm)

9.2 Annexure 2: Technical bid format & Evaluation Criterion

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

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

S. No.	Criteria/Sub Criteria	Max Sub Points	Criteria/ Criteria	Section No. and Page No. against each Criteria/Sub Criteria compliance in the Bidders Proposal				
1.	Approach and Methodology proposed in terms of: a. Project Understanding (3 marks) b. Proposed Project Management approach and methodology (3 marks) c. Technology stack to be used (for customizing, development & Database) (3 marks) d. Detailed Technical Solution, security features and its various components proposed (3 marks) e. Detailed Technical Architecture (3 marks) f. Training and O &M support (3 marks) g. Detailed Bill of material (BoM) including both software & hardware separately (2 marks)	20						
2.	a. Experience in Design, Development and Operation of Mobile App/Web-Portal for any Government Department or Public Sector Undertaking during last 4 years. Upto 3 marks for each project (maximum of 5 projects) b. Experience of Education in Govt. Sector.	10 20						
3.	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 to be fully billed and realized for award of scores. <table><tr><th>Project value in Rs</th><th>Score</th></tr><tr><td>> 70 Lakhs</td><td>15</td></tr></table>	Project value in Rs	Score	> 70 Lakhs	15	15		
Project value in Rs	Score							
> 70 Lakhs	15							

S. No.	Criteria/Sub Criteria			Max Sub Points	Criteria/ Criteria	Section No. and Page No. against each Criteria/Sub Criteria compliance in the Bidders Proposal
		> 50 Lakhs <= 70 Lakhs	12			
		> 30 Lakhs <= 50 Lakhs	8			
		<= 30 Lakhs	4			
	For example: A bidder submitting 4 projects with each project order value of Rs 15 lacs will get 10 marks as total value of 4 projects will lie in slab between > 50 Lakhs <= 70 Lakhs					
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 and Proof of concept based on Off the shelf product and the requirement as per Scope.			25		
Total Technical Marks				100		

Dated:

Place:

Signed & sealed: (Authorized representative of the firm)

The Bidders are requested to take note of the following:

- i. Full weight age shall be given to the bidders purposing the purposed solution on open source platform. However, bidders are free to purpose solution on any platform.
- ii. Maximum of 05 projects may be show cased against **S. No. 2 (Annexure 2, Form 11)** and bidders have strictly to provide this information as per the format (Project Description Template) provided in **Annexure 2, Form 12** of this document. **Work Order along with Completion Certificate or in-progress certificate from client shall be mandatorily attached along with Project Description Template in support of each project.**
- iii. **Proof of successful realization of payments (against S No 3)** should be furnished. The bidders have to **mandatorily submit** either the Client Certificate **OR** an undertaking by the company authorized signatory along with certification by the firm Chartered Accountant (Signature with Office seal is must on the undertaking itself) **in support to requisite payment realization proof.**
- iv. The bidders have to showcase the project/work plan against **S. No. 4 (Annexure 2, Form 11)** as per the format (Work Schedule Template) provided in **Annexure 2, Form 13** of this document.

- v. The bidder have to provide the resources information against **S. No. 5 (Annexure 2, Form 11)** as per the format provided at **Annexure 2, Form 14** (Team Composition and Task Assignments) and **Annexure 2, Form 15** (Curriculum Vitae (CV) for Proposed Professional Staff Template) respectively of this document.
- vi. All the information should in *the provided in the prescribed templates/forms only & no addition/ alteration of template in any manner are permitted.*
- vii. *Separate Section No. and Page No. should be given for each Sub Criteria compliance (column 4) in the Annexure 2, Form 11 as per the technical bid.*
- viii. 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.
- ix. Only the bidders, who score a total Technical score of 60 (Sixty) or more, will qualify for the evaluation of their Commercial bids.

9.2.2 Form 12: Project Description Template

S. No.	Particular	Details
1.	Citation/Project Serial Number	
2.	Name of Project (Title)	
3.	Name of Client	
4.	Address of Client	
5.	Contact Person Name & Mobile / Telephone	
6.	Type of Project (Government/Private/others)	
7.	Type of Assignment (Development/ Customization/ Service/ others)	
8.	Total Assignment Value (in Rs) {excluding tax}	
9.	Payment realization value against project (till date)	
10.	Project Timelines / Duration (in months)	
11.	Name of modules implemented in the project	
12.	Whether completed or ongoing	
13.	Start & End Date of Project	From: <table border="1" style="display: inline-table; width: 100px; height: 20px;"></table> To: <table border="1" style="display: inline-table; width: 100px; height: 20px;"></table>
14.	Ongoing Activities : •	Completed activities •
15.	Number of personnel provided by the Agency (team size)	Onsite :- Offsite :- Combined :-
16.	Brief narrative description of Project:	

17.	Name of key team personnel involved and functions performed by them	
18.	Plan for bringing knowledge and experience from this citation	
19.	Detailed write up for each project (in separate plain sheet)	Attached: (Yes / No) If Yes, Section No & Page No in the technical bid
20.	Supporting Documents: a) Work Order b) Completion Certificate or in-progress certificate	Attached: (Yes / No) If Yes, Section No & Page No for each supporting document in the technical bid.

Please Note:

- a. All Fields are to be mandatory filled & should not be altered or left blank.
- b. For each project specified above, please provide **the detailed write up** (in separate plain sheet) **for each project**. This will help in understanding the project at a glance.
- c. **Work Order along with Completion Certificate or in-progress certificate** from client shall be mandatorily attached along with Project Description Template in support of each project.
- d. Proof of successful realization of payments should be furnished for projects showcased against criteria at S No 3 of Form 11.

9.2.3 Form 13: Project/Work Schedule Template

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

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:-

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

9.2.4 Form 14: Team Composition and Task Assignments

Professional Staff					
S.No.	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:-

- This information should be provided for all key staff, such as team leaders, project managers, technical support staff, etc.
- The relevant CV's of the professional staffs mentioned above are also required to be given in the format provided under this section.
- Form 13 & Form 14 should be in sync (Name of resources allocated) to each other.**
- The SP should position requisite number of resources (as required onsite/offsite for smooth implementation of project) during the implementation and O & M duration of the contract.

9.2.5 Form 15: Curriculum Vitae (CV) for Proposed Professional Staff Template

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

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

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

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

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

3.	Punjabi			
4.	Any other Language.			

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

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

12. Certification:

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

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

Full name of authorized representative: _____

9.3 Form 16: Pre-Qualification Conditions

S No	Company Eligibility Condition(s)	Supporting Document(s)
<u>1.</u>	The Company must be registered in India under the Companies Act 1956 / the Companies Act 2013 having its registered office in India or a Partnership Firm registered under the Partnership Act, 1932 or registered under LLP Act, 2008 for the last three years as on 31.03.2020. Certified Copy must be attached.	Attested copy of the Certificate of Incorporation.
<u>2.</u>	The Company/ Agency should have annual average Turnover of Rs. 3 Crores in last 3 Financial Years (2016-17,2017-18, 2018-19) and should be a profit making company before tax in each of the last three audited financial years from similar work.	Audited Balance sheet and Profit & Loss account statement of the Company for each of the last 3 audited financial years. Certificate duly signed by Company Secretary/Chartered Accountant of the Company confirming the positive net-worth for the last three financial years.
<u>3.</u>	<p>The Company/Agency must have the experience in software implementation during the last five preceding years in State/ Central Government/ PSU:</p> <p>One work of at least Rs. 1 crore</p> <p>Or</p> <p>Two works of at least of Rs. 50 lacs each</p> <p>Or</p> <p>Three works of at least Rs. 30 lakhs each</p>	Work Order / Client Certificate/ Project citations of satisfactory execution & payment record. etc.
<u>4.</u>	The Company should have minimum 30 regular IT professional employees on its payroll as on 31.03.2020 and should have an office in Tricity (Chandigarh / Panchkula/ Mohali & Punjab)	<p>a. Proof of address of Office location - Electricity bill/ Rent Agreement/ Water Bill/BSNL telephone bill etc. If the bidder does not have an office in the tricity then an undertaking should be submitted stating that an office in the tricity would be opened within one month of signing of contract</p> <p>b. Proof of Head count - Self certificate from company HR head on company letter head.</p>

<u>5.</u>	CMMi (Level 3 or above) Quality Certification or ISO 9001:2008 or ISO 9001:2015	Copy of certificates (must be valid at the time of bid submission)
<u>6.</u>	Selected company should not have been black listed in the last three years by any Government entity in India (Centre / State organizations/ Departments/ Institutions.) for breach of any applicable law or violation of regulatory prescriptions or breach of agreement as on date of submission of Bid.	Self-certificate duly signed by the Promoter/Director of the company

9.4

Annexure 3: Commercial Bid Format

9.4.1 Form 16: Covering Letter

To,

The Managing Director,
HARTRON

Subject: Selection of System Partner for Study, Customization, Implementation, Operation & Maintenance of Mobile App for Secondary Education Haryana

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

Sir,

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

1. PRICE AND VALIDITY

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

2. UNIT RATES

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

3. DEVIATIONS

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

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

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

4. TENDER PRICING

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

5. QUALIFYING DATA

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

6. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the TOR. These prices are indicated in **Annexure 3, Form 17** of this Section attached with our Tender as part of the bid proposal.

7. PERFORMANCE BANK GUARANTEE

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

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

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

Thanking you,

Yours faithfully,

Date:

(Signature of the Bidder)

Place:

Designation & Seal.

Business Address:

9.4.2 Form 17: Summary of Cost Components

S.NO.	ACTIVITY	BASE COST	TAXES	TOTAL COST
1.	Development & Implementation of complete IT Application & related activities as per scope of work defined under this EOI.			
2.	Operations and Maintenance after Go-Live.			
OPTIONAL(IF REQUIRED)				
1.	Annual cloud hosting, deployment, DC & DR, High availability and Database Administration at MeiTy.			
2.	Man-month cost of resources required to do CR enhancement after delivery i.e. Project Manager, Senior Software Developer, Software Developer, Database Administrator.			
TOTAL				

9.5 Annexure 4 - Format for Performance Bank Guarantee

Date

TOR No.:-

To,

The Managing Director,
HARTRON
SCO 111-113,
Sector-17 B, Chandigarh

Dear Sir,

PERFORMANCE BANK GUARANTEE - For the Selection of System Partner for Study, Customization, Implementation, Operation & Maintenance of Web-Portal Management System for SECONDARY EDUCATION, HARYANA.

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Operator), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (herein after, referred to as “Contract”) with you for Project for **Selection of System Partner for Study, Customization Implementation, Operation & Maintenance of Web-Portal Management System for SECONDARY EDUCATION, HARYANA**, in the said Contract.

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

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

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

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

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till **6 months after the completion of the contract period** (a minimum of 3 years & 06 months from the date of signing of contract), subject to the terms and conditions in the said Contract.

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

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

We hereby expressly waive all our rights:

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

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

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

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

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

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

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

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

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

Notwithstanding anything contained herein:

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

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

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

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

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

Dated this day 2019.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

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

9.6 Annexure 5 - Contract Agreement

CONTRACT AGREEMENT

THIS AGREEMENT is made on the <<day>> day of <<month>> 2019

BETWEEN:

Haryana State Electronics Development Corporation Limited having its office at **SCO 111-113, Sector-17 B, Chandigarh, India** hereinafter referred to as “HARTRON” (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the FIRST PART;

AND

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

WHEREAS

- a) HARTRON is desirous to implement the project for Study, Customization Implementation and Operation & Maintenance of Mobile App for SECONDARY EDUCATION, HARYANA. For the purpose, HARTRON floated Terms of Reference (TOR No.._____) for the Selection of System Partner for the said project.
- b) The System Partner having represented to HARTRON that it has the required professional skills, and personnel and technical resources, has agreed to provide the services on the terms and conditions set forth in this Contract;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

<p>Signed by: (Name and designation) Authorized Signatory of the HARTRON</p>	<p>Signed by: (Name and designation) Authorized Signatory of the Company</p>
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