

## **HARYANA KAUSHAL ROZGAR NIGAM LIMITED**

**Registered Office:- Kaushal Bhawan, IP-2, Sector- 3, Panchkula**

**Office Address:- Plot No. 101, Sector 12, Panchkula**

**Website:- [hkrnl.itiharyana.gov.in](http://hkrnl.itiharyana.gov.in)**

**Inviting Request for Proposal (RFP) for Hiring Service Provider firm for supply of IT manpower at Haryana Kaushal Rozgar Nigam Limited.**

The Nigam intends to hire Service Provider firm for supply of IT manpower at Haryana Kaushal Rozgar Nigam Limited. The detailed documents of Request for Proposal having terms and conditions, can be downloaded from Nigam's Website: [hkrnl.itiharyana.gov.in](http://hkrnl.itiharyana.gov.in) and submitted to undersigned, complete in all respect, on or before 12.07.2024 up to 17:00 Hours. The proposal received after last date/time shall not be accepted.

Dated: 24.06.2024

*-sd-*  
Chief Executive Officer

*Atyad*





# REQUEST FOR PROPOSAL

## Supply of IT Manpower

### Haryana Kaushal Rozgar Nigam Limited

Haryana Kaushal Rozgar Nigam Limited,  
Sainik Pariwar Bhawan Building, Near  
01722996533 ISKCON Temple, Plot No 101, Sector  
12, Panchkula

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## **DISCLAIMER**

This Request for Proposal ("RFP") is issued by Haryana Kaushal Rozgar Limited (HKRNL).

The information contained in this RFP or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of HKRNL or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided. This RFP is not a contract and is neither an offer nor invitation by HKRNL to the prospective Bidders or any other person.

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. The RFP has been created after a very extensive study and hence is a fair representation of the scope of work overall. However, neither HKRNL, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements in the information or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP 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 liability therefore is hereby expressly disclaimed. The purpose of this RFP is to provide the Bidder(s) with information that may be useful to them in the development of their Proposals in response to this RFP. The information contained in this RFP is selective and is subject to updating, expansion, revision, and amendment at the sole discretion of HKRNL. This RFP document is not exhaustive and does not purport to contain all the information that a Bidder may require for the purpose of deciding for participation in this bidding process. Neither HKRNL nor any of its officers, employees nor any of its advisors nor consultants undertakes to provide any Party with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent. Each Bidder should conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigations into the project, the regulatory regime which applies thereto and by and all matters pertinent to HKRNL and to seek its own professional advice on the legal, financial, and regulatory consequences of entering into an agreement or arrangement relating to the project.

HKRNL accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.



## **Abbreviations**

<b>Abbreviation</b>	<b>Description</b>
HKRNL	Haryana Kaushal Rozgar Nigam Limited
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
GCC	General Contract Conditions
GST	Goods and Services Tax
GoH	Government of Haryana
NDA	Non-Disclosure Agreement
RFP	Request for Proposal
PBG	Performance Bank Guarantee
SSP	Selected Service Provider
TCV	Total Contract Value
TCS	Tax Collected at Source
TDS	Tax Deducted at Source
TEC	Tender Evaluation Committee





## Definitions

Term	Definition
Authority/Purchaser	Means HKRNL, Government of Haryana i.e., the issuer of this tender
Bidder(s)	Eligible, reputed, qualified entities with strong technical and financial capabilities to deliver services as per the scope defined in this RFP
Bid/ Proposal	This means the documents in their entirety comprising of the Technical Proposal, and Commercial Proposal, clarifications to these, technical presentation/ demo submitted by the Bidder, the Bidder herein, in response to the RFP, and accepted by HKRNL
Bidder's Representative	The person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision and execution of Project
Contract/ ProjectPeriod	The time period for completion of the entire project scope of work defined in the RFP
Certificate of Acceptance (CoA)	A written documentation issued by HKRNL evidencing the acceptance, approval or completion, as the case may be, of any Deliverable including any documentation of the Project such that may be required in terms of the Contract
Deliverables	The equipment, services and other documentation, milestones and activities Required to be undertaken by SSP to complete the Scope of Work for the Project, as defined in the RFP.
EMD/ Bid Security	This refers to the amount to be deposited by the Bidders to HKRNL to demonstrate commitment and intention to complete the bid process of this RFP
Letter of Intent / Letter of Award	This refers to the letter issued by HKRNL to the Successful Bidder indicating its selection as the Bidder for implementation of the Project
Project	Selection of Service Provider for Operation and Maintenance of HKRNL Application and IT infrastructure
RFP/ Tender	Refers to Request for Proposal containing the technical, functional, commercial and operational specification and including all clarifications/addendums, explanations and amendments issued by HKRNL in respect thereof
Successful Bidder	Refers to the bidder who has participated in the bidding process as mentioned in the RFP and has been selected by HKRNL to deliver the scope of work

# PART – I

# INSTRUCTION TO THE BIDDERS



## 1. Tender Notice

Haryana Kaushal Rozgar Nigam Limited (HKRNL), Government of Haryana (GoH) invites sealed proposal from reputed experienced professional organizations for "providing IT Professionals for development and support of e-Governance applications". The prospective firms may download the technical and commercial bid from HKRNL website <https://hknl.itiharyana.gov.in> and submission of proposal may be done as per details provided in RFP. HKRNL reserves the right to reject any/all applications without assigning any reasons whatsoever

### Note:

- a. The detailed schedule for the various activities to be performed in RFP process by the Bidder for quoting their offer is given in this RFP document under "TENDER SCHEDULE". Bidder should carefully note down the cut-off dates for carrying out each process/activity.
- b. In any event HKRNL, will not be liable and responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this website, including all associate service, or due to such unavailability of the website or any part thereof or any contents or any associate services.

## 2. Invitation to Bidders

- a. HKRNL hereby invites Proposals from reputed, competent, and professional companies, who meet the minimum eligibility criteria as specified in this bidding document for the "Provision of IT professionals for Development and support of e-Governance applications" as detailed in this RFP document.
- b. The complete bidding document shall be published on <https://hknl.itiharyana.gov.in> for the purpose of downloading.
- c. Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- d. Earnest Money Deposit can be paid through Demand Draft as per details mentioned in the table given below.
- e. RFP Fee of INR 23,000/- (including taxes) in form of Demand Draft shall be submitted along with the proposal in a separate envelop. Other instructions can be seen in the tender form. All or any one of the tenders may be rejected by competent authority.





f. The summary of details regarding this invitation of bids are listed in the table below:

Sr.	Items	Description
1	RFP Reference Number	
2	Name of the Project	Supply of IT Manpower for development and Support of e-Governance applications
3	RFP Document Download Start / End Date & Time	Start: 24-06-2024 End: 12-07-2024
4	Last date to send in requests for clarifications	All the queries should be received on or before 05-07-2024 upto 17:00 Hrs, through email only with subject line as follows: "Queries – Supply of IT Manpower". The Pre-Bid queries to be sent to the email id: <a href="mailto:gmadmn@gmail.com">gmadmn@gmail.com</a> and <a href="mailto:hkrn.gov@gmail.com">hkrn.gov@gmail.com</a>
5	Date for discussion on pre-bid queries.	09-07-2024 (offline at HKRNL office or via video conferencing)
6	RFP Fee to be paid via Demand Draft ( DD should be in favor of CEO, Haryana Kaushal Rozgar Nigam Ltd. Panchkula	INR 23000/-
7	Date Time and Place of opening of Technical Proposals	16-07-2024 (tentative) at HKRNL office
8	Date Time and Place of opening of Financial Proposals	To be announced later
9	Earnest Money Deposit (EMD) to be paid in form of Demand Draft.	INR 5,80,000/-
11	Last date for signing contract	As intimated in work order of HKRNL
12	Bid Validity Period	120 days from the last date (deadline) for submission of bids.

**Note:** Prospective Bidders may visit HKRNL Office for any further information / clarification regarding this RFP on prior appointment during working hours till the date of technical bid submission.

### **3. About Haryana Kaushal Rozgar Nigam Limited**

#### **3.1 Background**

Haryana Kaushal Rozgar Nigam Limited (HKRNL) is ambitious initiative taken by Honorable Chief Minister, Haryana to give a permanent solution for exploitation complaints raised by the manpower against their service providers. This was a revolutionary decision, now all the contractual manpower engaged under Deployment of Contractual Persons amended Policy, 2023, are being deployed through HKRNL in all Government departments/ Boards/ Authorities/ Corporations/ PSUs/ Missions/ under Government of Haryana.

Government of Haryana has established Haryana Kaushal Rozgar Nigam Limited under Companies Act, 2013 and has been incorporated on 13.10.2021. The mandate of HKRNL is to provide services of deployment of manpower on contractual basis and for a specific period to Government Departments, Boards, Corporations, Statutory entities, Universities, and other organizations owned and controlled by the State Government.

A complete online Portal was envisaged to be designed to digitize all the processes relating to the deployment & post deployment of contractual manpower for Government Departments, Boards, Corporations, Statutory entities, Universities, State Educational Institutions, and other organizations owned and controlled by the State Government Haryana government is ensuring employment opportunities in government departments, boards and corporations in a robust and transparent manner by using e-governance systems for deserving youth of Haryana and ensure deployment of manpower on time. HKRNL brought transparency in the recruitment system by gave jobs on the basis of merit. This transparent and automated system ends the malicious practices and corruption in the system and minimizes exploitation from private contract system.



#### **4. Objective of the RFP**

For various citizen centric services & department internal processes, an online portal has been developed by existing IT team deployed to look after the e-governance projects in HKRNL. The existing manpower has been engaged to look after the various portals, which at present have been developed on ASP.net & SQL Server platform. The team handles day-to-day issues, its upgradation, and implementation of new features and development of new software applications as required from time to time.

In addition to software development work for new applications, operation and maintenance of various application software, handling day-to-day issues, the software professionals are also performing the duties of data analytics and reporting.

#### **5. Important Information for the Bidders**

##### **5.1 Completeness of Response**

Response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the EMD.

##### **5.2 Proposal Preparation Costs**

The bidder shall submit the bid at its own cost and HKRNL shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over HKRNL and HKRNL shall be at liberty to cancel any or all bids without giving any notice. All materials submitted by the bidder shall be the absolute property of HKRNL and no copyright /patent etc. shall be entertained by HKRNL.

##### **5.3 Amendment of RFP Document**

All the amendments made in the document would be published on the HKRNL website and shall be part of RFP. The Bidders are advised to visit the aforementioned websites/portal on regular basis to check for necessary updates. The HKRNL also reserves the right to amend the dates mentioned in this RFP.



#### **5.4 Supplementary Information to the RFP**

If HKRNL deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

#### **5.5 HKRNL's right to terminate the tendering process**

HKRNL may terminate the RFP process at any point of time and without assigning any reason. HKRNL reserves the right to amend/edit/add/delete any clause of this Bid Document. This will be informed to all and will become part of the RFP and information for the same would be published on the e-Tendering portal.

#### **5.6 Earnest Money Deposit (EMD)**

**5.6.1** Bidders shall submit EMD as defined in this RFP. Bidders are required to submit an Earnest Money deposit (EMD) for an amount of INR 5,80,000/- (Rs. Five Lacs Eighty Thousand only). Bids of the bidders who have not paid the EMD as stipulated in this RFP, will be rejected by HKRNL as non-responsive. No exemptions to this will be allowed. Unsuccessful Bidders' EMD will be returned within 30 days from the date of finalization of the tender. EMD of successful bidder will be returned only after submission of Performance Bank Guarantee.

**5.6.2** No interest will be paid by HKRNL on the EMD amount and EMD will be refunded to all Bidders (including the Successful Bidder(s)) without any accrued interest on it. The Bid submitted without EMD or with EMD which does not conform to RFP clauses, mentioned in this document, will be summarily rejected.

**5.6.3 The EMD may be forfeited:**

- a. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
- b. In case of a Successful Bidder(s) if the Bidder fails to sign the contract in accordance with the terms and conditions.
- c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- d. If any false/fraudulent/malafide information is discovered during the bid process, HKRNL will reject the bid and take suitable action if needed and the decision of HKRNL on EMD forfeiture shall be the final and binding on bidders.



### **5.7 Authentication of the Bid**

Authorized person of the bidder who signs the bid shall obtain the Power of Attorney from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.

### **5.8 Language of Bids**

This bid should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submit with the bid, and English translation shall be validated at HKRNL's discretion.

### **5.9 Submission of bids**

The bidding process will be a TWO (2) bid system, comprising of the following two bids viz.

#### **a. Envelope – 1 Technical Bid**

The information to be submitted by the bidders as Envelope 1 (Cover 1) is mentioned further in the document section 7.1 to 7.4

#### **b. Envelope – 2 Financial Bid / Price Bid**

The information to be submitted by the bidders as Envelope 2 (Cover 2) are mentioned in the Annexures Section 8.0 to 8.4

The bidders are requested follow the Bid Submission process as detailed in Annexure 1.



## 5.10 Bid Submission Instructions:

Complete bidding process will be two (2) envelope system. Submission of bids shall be in accordance with the instructions given in the Table below:

Sr. No.	Document Type	Document Format	Submission
RFP Fee & EMD and Eligibility Details - Envelope –A			
1.	RFP Fee	Demand Draft of INR 2 3 0 0 0 / - with the proposal.	Yes
2.	EMD	Demand Draft of INR 5,80,000/- with the proposal.	Yes
3.	Technical Proposal	Eligibility criteria Proposal shall be prepared in accordance with the requirements specified in Section 5.21 and 5.22. The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP.	Yes
Financial Bid– Envelope –B			
4.	Financial Proposal	The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP.	Yes

The following points shall be kept in mind for submission of bids.

- a. Non-submission of the required documents or submission of the documents in a different format / contents may lead to the rejections of the bid proposal submitted by the bidder.
- b. The bidder should ensure that all the required documents, as mentioned in this RFP/ bidding document, are submitted along with the bid and in the prescribed format only.
- c. The prices should be quoted in Indian Rupees only.
- d. The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.
- e. HKRNL may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications.
- f. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.



- g. Financial Proposal shall not contain any technical information. Similarly, technical proposal with any financial cost related information shall be summarily rejected and the bidder shall be disqualified from the tender process.
- h. It is required that all the proposals submitted in response to this RFP should be unconditional in all respects, failing which HKRNL reserves the right to reject the proposal.
- i. Proposals sent by fax/ post/ courier shall be rejected.
- j. It shall be the sole responsibility of the bidder to ensure that all the documents required for the Eligibility criteria and the Technical Evaluation of the bid are Submitted along with the proposal.

#### **5.11 Late Proposal Submission**

Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be considered.

#### **5.12 Non-conforming Proposals Submitted**

A Proposal may be construed as a non-conforming proposal and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP.
- b. If the Proposal does not follow the format requested in this RFP or does not appear to address the particular requirements of the HKRNL.

#### **5.13 Acknowledgement of Understanding of Terms & Conditions**

By submitting a Proposal, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

#### **5.14 Bid Opening and Evaluation Process**

- 5.14.1 Total transparency shall be observed and ensured while opening the Proposals/Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening session on the specified date, time and address.



- 5.14.2** HKRNL reserves rights at all times to postpone or cancel a scheduled Bid opening.
- 5.14.3** The Bidder's representatives who are present shall sign an attendance sheet evidencing their attendance.
- 5.14.4** In the event of the specified date of Bid opening being declared a holiday for HKRNL, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative of the Bidder remains absent, HKRNL will continue process and open the bids of all bidders.
- 5.14.5** During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required Bid Security has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. HKRNL has the right to reject the bid after due diligence is done.

#### **5.15 Tender Evaluation Committee**

- 5.15.1** HKRNL shall form a Tender Evaluation Committee (hereinafter referred to as "TEC") to evaluate the bids. The TEC shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- 5.15.2** The decision of the TEC in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee. The TEC may ask for meetings with the bidders to seek clarifications on their proposals. The bidder shall submit requisite supporting documents/ certificates on the credentials. The committee may visit bidder's client site to validate the credentials/ citations claimed by the bidder.
- 5.15.3** The TEC reserves the right to reject any or all proposals entails the basis of any deviations.
- 5.15.4** Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP. The TEC would submit its decision to the competent authority whose decision would be final and binding upon the bidders.



**5.16 Evaluation Process**

- 5.16.1** TEC shall review the proposal of the Bidders to determine whether the requirements as mentioned in Section 5.18 of the RFP are met. Incomplete or partial Proposals are liable for disqualification.
- 5.16.2** Bid Evaluation shall be conducted following Technical and financial evaluation. In the first stage, Technical Proposals shall be opened and evaluated as per the Minimum Eligibility criteria mentioned in Section 5.17 of the RFP. Bids not meeting the Minimum Eligibility Criteria will be summarily rejected.
- 5.16.3** Bids qualifying through the Minimum Eligibility Criteria will be further evaluated for their objective evaluation based on the Criteria mentioned in section 5.18.
- 5.16.4** In the Second stage, Financial Proposal of those Bidders who qualify in Eligibility Criteria, shall be opened. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address. The Financial / Price Bids, of those bidders who do not achieve the minimum technical qualification, will not be opened.
- 5.16.5** At the end of two stages, the Bidder with the lowest price bid will be declared as the Successful Bidder, subject to all supporting documentation being in order.
- 5.16.6** Evaluation and award of Contract shall be done as per provisions of Haryana State Government Rules and rules defined in this RFP.

Please note that TEC may seek inputs from their professional, external experts in the bid evaluation process. Expert opinion may be sought from industry for the finalization of bids.



## 5.17 Minimum Eligibility Criteria

Minimum Eligibility Criteria is a set of Qualify/Not-qualify criteria. Not complying to even one of the listed criteria will render a bid to be unresponsive. The Bidders must comply with each of the criteria listed below and should submit sufficient documentary proof as mentioned in the table.

Sr. No	Minimum Eligibility Criteria	Document to be submitted
EC 1	The Bidder should be – A company incorporated under the Indian Companies Act, 2013 or any other previous company law as per section 2 (20) of the Indian Companies Act 2013/ and is at least 5 years old (i.e., on 2018 or before) • Registered with the GST Authorities Company should have a valid PAN number	a. Certificate of Incorporation b. Copy of PAN Card c. Copy of GST Certificate with GST Number d. Copy of Power of Attorney  Follow the checklist mentioned in Annexures 1- Document 1.1 to 1.7
EC2	The Bidder should have a Representative in Tri-city location i.e. Panchkula, Chandigarh and Mohali)	a) Address Proof Annexure 1 Document - 1.8
EC 3	Bidder should have minimum of 50 technical resources on their roll similar to skill set.	Undertaking from HR Head of Bidder certifying that 50 technical resources are on their roll similar to skill set as mentioned in profiles. Undertaking to be added
EC 4	The bidder should not have been blacklisted/ banned / debarred by any Government (State / Central) / PSU in India in last 3 years for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices	Self-certification signed by the Authorized Signatory, on the company letter head as per format provided in Annexure 1 – Document 1.10.
EC 5	The Bidder should have paid the Tender Fees by online mode	Copy of the Receipt Annexure 1 – Document 1.14.
EC 6	The bidder should have paid the Earnest Money Deposit (EMD) as mentioned in the RFP	Copy of the EMD paid Annexure 1 – Document 1.15.
EC 7	The Average turnover of the bidder in last three financial years i.e., 2019- 20, 2020-21 and 2021-22 should not be less than ₹ 5 Crore. (Rupees Five Crore).	CA Audited Statement and Certificate

## **5.18 Commercial Bid Evaluation**

- a. The Bidders complying with the Minimum Eligibility Criteria mentioned in Section 5.17 and who have paid the Tender Fees and EMD Fees as specified in the RFP, shall be considered as "substantially responsive" bids.
- b. The Commercial Bids will be opened on the prescribed date in the presence of bidder representatives or as decided by HKRNL.
- c. The bidders should necessarily give the commercial details in the format given in this RFP. The commercial proposals should be submitted in the prescribed format only and in accordance with the details, terms and conditions as mentioned in the RFP (hence the bidder is expected to understand the RFP in all respects).
- d. The Commercial Bids of non-qualified Bidders shall be rejected and EMD shall be refunded only after work order is awarded against this tender to the Successful Bidder.
- e. In the event that any successful bidder withdraws or is not ready for engagement for any reason, HKRNL may invite the Bidder with the Bidder having the second-best composite score.
- f. HKRNL may extend the validity of this contract based on the mutual consent with the successful Consultant.
- g. The detailed roles and responsibilities of Selected Agency are mentioned in Scope of work.
- h. The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
- i. HKRNL may seek clarifications from the bidder on the Technical Proposal. Any of the clarifications by the bidder on the Technical Proposal should not have any commercial implications. The Commercial Proposal submitted by the bidder should be inclusive of all the items in the Technical Proposal and should incorporate all the clarifications provided by the bidder on the Technical Proposal during the Technical Evaluation.
- j. The bidder shall fill rates for all the line items. If rate for any item is not provided by the bidder or provided in format other than defined in this RFP, then HKRNL reserves the right to reject the bid.
- k. The Commercial Proposal shall not contain any technical information.



## **5.19 RFP Selection Process**

- 5.19.1** HKRNL through this Request for Proposal (RFP) intends to get quote only from reputed technically qualified bidders. All the bidders will be assessed against the minimum eligibility criteria mentioned in Section 5.17.
- 5.19.2** The financial proposal of the bidders fulfilling the Eligibility criteria shall be opened for further evaluation. Bidders are also requested to submit their financial quotation in the format provided in the RFP. In case of discrepancies between rates quoted in amounts and in words by the bidder, the lower of the two will prevail and will be used to determine the Successful Bidders as per criteria provided in the RFP.
- 5.19.3** If any information provided by the Bidder is found to be inaccurate at any stage of the RFP process, HKRNL may, at its discretion, reject the offer and no correspondence will be entertained in this regard. Submission of wrong and / or false information may also disqualify the Bidder from any future work from HKRNL.
- 5.19.4** HKRNL reserves the right to negotiate with the Successful Bidders as per CVC guidelines or any equivalent norms. If the negotiation becomes unsuccessful then HKRNL may negotiate with the next qualified bidder.

## **5.20 Bid Validity**

- 5.20.1** The offer/proposals submitted by the Bidders shall be valid for minimum period of 120 days after the last date of bid submission prescribed by the department. In exceptional circumstances, prior to the expiration of the bid validity period, the department may request bidders to extend the period of validity of their bids.
- 5.20.2** The request and the responses shall be made in writing. In event of such extension, department shall request Bidder for extension of bid validity and submit new bid security to cover the extended period of validity of their bids. In event of such extension, Bidders shall submit new Bank Guarantee submitted as EMD to cover the extended period of validity of their bids.
- 5.20.3** If a bidder declines the request, they will not lose their bid security. A bidder who accepts the request cannot modify their bid. If the bid's validity end date falls on a department holiday, it will automatically extend to the next working day.





## **5.21 Price and Information**

- 5.21.1** The bidder shall quote for this project as per the requirements of the RFP and in the format mentioned in Section 8.2 and 8.4 and its further sections All the prices will be in Indian Rupees.
- 5.21.2** The bidder should quote the fee considering all costs including the costs for insurance for the Contract Period, 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. The bidders should study the Scope of Work mentioned in Section 6, to have understanding of all the associated costs of the project.
- 5.21.3** The bidder should indicate the GST currently applicable and the same will be reimbursed at actuals as applicable from time to time. The prices, once offered, must remain fixed and must not be subject to change for any reason whatsoever within the period of the validity of the proposal and the contract. No revision of the fee shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.
- 5.21.4** All costs incurred due to delay of any sort, which is attributable to the bidder, shall be borne by the bidder.

## **5.22 Intellectual Property Rights (IPR)**

- 5.22.1** All rights, title and interest of HKRNL in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of HKRNL and the service provider shall not be entitled to use the same without the express prior written consent of HKRNL.
- 5.22.3** Nothing in the contract including any discoveries, improvements, or inventions made upon with/by the use of the service provider or its respectively employed resources pursuant to the contract shall neither vest nor shall be construed so that to vest any proprietary rights to the service provider.
- 6.22.3** Any development and or enhancements to the application software or reporting tools which may be developed as a part of contract, will remain to be property of HKRNL and the Service Provider will have no rights



whatsoever on the same in terms of royalties or any other fees up on termination of this contract.

- 5.22.4** The Service Provider shall handover all the source code, tools, flow-charts and any other material developed during the contract to HKRNL up on termination of the contract. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of the Work Order.

### **5.23 Indemnification**

- 5.23.1** The bidder, if selected as Successful Bidder, will agree and undertake that, during the Term of the Contract, it shall indemnify and keep indemnified and otherwise harmless, HKRNL from any third-party suits instituted against HKRNL which are proved to be because of a direct consequence of the installation and / or use of equipment & services, including updates made in the application, provided by the successful bidder.
- 5.23.2** The Successful Bidder shall indemnify HKRNL against all losses and claims in respect of death or injury to any of their personnel, which may arise out of or in consequence of the execution of the project and remedying of any defects therein, and against all claims, proceedings, damages, costs whatsoever in respect thereof or in relation thereto

### **5.24 Signature**

A representative of the bidder, who is authorized to commit the bidder to contractual obligations, must sign with the bidder's name and seal on all pages of the Bid, including the tender/bid document. All obligations committed by such signatories must be fulfilled.

### **5.25 Conditions under which RFP is issued**

- 5.25.1** This RFP is not an offer and is issued with no commitment. HKRNL reserves the right to withdraw the RFP and change or vary any part thereof, at any stage. HKRNL also reserves the right to disqualify any bidder should it be so necessary at any stage. Timing and sequence of events resulting from this RFP shall ultimately be determined by HKRNL.



**5.25.2** No verbal conversations or agreements with any official, agent, or employee of HKRNL shall affect or modify any terms of this RFP and any alleged verbal agreement or arrangement made by a bidder with any agency, official or employee of HKRNL shall be superseded by the definitive agreement that results from this RFP process. Verbal communications by HKRNL to bidders shall not be considered binding on it, nor shall any written materials provided by any person other than HKRNL.

**5.25.3** Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against HKRNL or any of their respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof). Until the Contract is awarded and during the validity of the Contract, bidders shall not, directly or indirectly, solicit any employee of HKRNL to leave the department or any other officials involved in this RFP process in order to accept employment with the bidder, or any person acting in collusion with the bidder, without prior written approval of HKRNL.

## **5.26 Right to the content of proposal**

All proposals and accompanying documentation of the Technical Proposal will become the property of HKRNL and will not be returned after opening of the Technical Proposals. HKRNL is not restricted in its rights, to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. HKRNL shall not be bound by any language in the proposal indicating the confidentiality of the proposal, or any other restriction on its use or disclosure.

The bidder is advised to take adequate care while quoting the rates. No excuse for corrections in the quoted rate will be entertained afterwards. The corrections or overwriting in bid document should be initialed by person signing the Bid form.

## **5.27 Corrections of Arithmetic Errors**

In case of discrepancies between Commercial Bid calculated by the bidder in numbers and words, the lower of the two will prevail and will be used to determine the Successful bidders as per criteria provided in RFP. Bidders shall accept correction of arithmetical errors. Failure to accept the correction in accordance with the same shall result in the rejection of the Bid.



## **5.28 Disqualification**

The Bid from the bidders is liable to be disqualified in the following cases:

- a. Bid not submitted in accordance with the bid document.
- b. Technical Proposal contains details related to cost.
- c. If the bidder includes their own terms and conditions when submitting the bid.
- d. During validity of the Bid, or its extended period, if any, the bidder increases his quoted prices.
- e. Bid is received in incomplete form and / or received after due date and time.
- f. Bid is not accompanied by all requisite supporting documents.
- g. 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.
- h. Non - fulfilment of any condition / term by bidder.

## **5.29 Acknowledgement of understanding**

By submitting the proposal, each bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, scope of work, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

## **5.30 Site visit by Bidder**

The bidder may visit the relevant Section(s) / Departments at HKRNL at any time to be agreed with HKRNL and obtain for itself on his own responsibility all information related to any specific process. The visit may not be used to raise questions or seek clarification on the RFP. All such queries or clarifications must be submitted in writing. The cost of such visits to the site(s) shall be at the bidder's own expense.

## **5.31 HKRNL's Right to accept / reject any or all Bids**

HKRNL reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for HKRNL's action.



### **5.32 Letter of Intent / Letter of Award**

Prior to the expiration of the period of bid validity, HKRNL will notify the Successful Bidder(s) in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted.

The Letter of Intent will constitute the formation of the contract. Upon the Successful Bidder's furnishing of Performance Bank Guarantee, HKRNL will promptly notify each unsuccessful bidder(s).

### **5.33 Signing of Contract**

HKRNL shall notify the Successful Bidder as the winner. The Successful Bidder shall enter into contract agreement with HKRNL within the time frame mentioned in the Letter of acceptance to be issued to the Successful Bidder by HKRNL.

### **5.34 Term of Contract Agreement**

The term of this Contract shall be a period of the period of one year from the date of issue of LoA. Extendable upon good performance- maximum 5 years.

### **5.35 Failure to agree with the Terms & Conditions of the RFP / Contract**

Failure of the Successful Bidder(s) to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event HKRNL may invite the next best bidder for negotiations or may call for fresh RFP.

### **5.36 Non-Disclosure Agreement (NDA)**

- a) The Successful Bidder(s) must sign the Non- Disclosure Agreement with HKRNL. The Bidder will comply with the directions issued from time to time by HKRNL and the standards related to the security and safety in so far as it applies to the provision of the Services Adherence to basic e-Governance Guidelines and Standards for data structure (if any) shall be adhered to.
- b) Bidder shall also comply with HKRNL's information technology security and standard policies in force from time to time as applicable. HKRNL shall share the



- c) relevant guidelines and standards with the CONSULTANT upon signing of the CA.
- d) Bidder shall use reasonable endeavors to report forthwith in writing to all the partners / contractors about the civil and criminal liabilities accruing due to any unauthorized access (including unauthorized persons who are employees of any Party) or interference with HKRNL's data, facilities or Confidential Information.
- e) The Bidder shall upon reasonable request by HKRNL or his/her nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- f) A Bidder shall promptly report in writing to HKRNL any act or omission which they are aware could have an adverse effect on the proper conduct of safety and information technology security at HKRNL.

### **5.37 Right to vary the scope of work at the time of award of contract**

HKRNL reserves its right to make changes to the scope of the work at the time of execution of the resultant Agreement. If any such change causes an increase or decrease in the total value of contract, or the time required for the Bidder's performance of any part of the work under the resultant Agreement, whether changed or not changed by the order, it shall be based on the unit prices quoted by the Bidder. Based on the revised scope, payment shall be calculated based on unit prices and HKRNL shall be liable to pay only the revised amount, irrespective of the Total Cost mentioned in the Contract.

Payment to the Successful Bidder shall be made on monthly basis on the actual completion of scope of work and deliverables by the Bidder to HKRNL's satisfaction. The decision of HKRNL shall be final and binding upon the Service Provider.

### **5.38 Governing Laws**

The contract shall be governed by the laws and procedures established by Govt. of India and Government of Haryana, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.





# **PART II**

# **SCOPE OF WORK**



## 6. Scope of Work

This section of the RFP document will give the prospective bidders an overview of the Scope of Work to be performed by the Successful Bidder. The term Service Provider will be used for the Successful Bidder, once the contract is signed with HKRNL.

Under the assignment, the following IT professionals will be deployed by the firm on the Headquarter of HKRNAL at Panchkula for development, enhancement and support of existing applications and e-governance applications:

S. No.	Position	Qualification	Experience (Yrs)	Technology	No of Persons required
1	Sr Developer (Dot Net)	BE, B.Tech, MCA	03-06 Yrs	DotNet	2
2	Developer (Dot Net)	BE, B.Tech, MCA	03-06 Yrs	DotNet	4
3	Database Administrator (SQL)	BE, B.Tech, MCA	03-06 Yrs	SQL	2
4	System Administrator	BE, B.Tech, MCA	03-06 Yrs	Networking/ Administrator	1

Quantity Variation: - During course of assignment, the Nigam reserves the right to amend the number of professionals in each category.

Exclusions in the scope of work: - The firm is not required to provide any software license, hardware or any other procurement of services except the deployment of manpower on retainer basis in HKRNL.

Facilities to be provided by the Nigam: - The Nigam will provide the requisite office space/workstations along with connectivity, development / production servers etc. for the software development work. The Nigam shall also provide the laptops with basic software licenses for office work to all the IT professionals.

Service level agreement (parameters) :- The firm shall adhered to following SLA parameters:-

- (a) All the Manpower will be available in the Headquarter of HKRNL on all working days except Saturdays and Sundays and Holidays observed by the Nigam.
- (b) For exigencies, the resources may be required to work on Saturdays/ Sundays/ Holidays as per the requirements of the nodal officer of Nigam.
- (c) Wherever, it is observed that any IT professional deployed by the firm is not performing, the Nigam will give the notice of 15 days for its replacement by the firm failing which the penalty @ Rs. 1500/- per professional per day will be levied. If the firm wants to change the resources they will give at least 15 days notice
- (d) Time Schedule for commencement: -The IT professionals will be deployed within 15 days of the issue of detail work order.

#### **5.1 PAYMENT TERMS :**

- (a) No advance payment will be given.
- (b) The firm will raise monthly invoices by the 15th of next month along with the details of the work undertaken and compliance details of agreed milestones and completion of work as per schedule and other SLA parameters.
- (c) The invoices will be processed for payment by the O/o Chief Executive Officer, HKRNL and after the verification of invoices, the payment will be released by GM (finance), HKRNL after deducting TDS and any other penalty within 15 days of submission of invoices.

#### **6.2 FORCE MAJURE:**

If at any time during the continuation of contract, the performance in whole or in part is prevented or delayed by reasons of any war, hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restriction, strike, lockouts or acts of God (Herein after referred to as events), then provided notice and adequate proof, is given within 21 days from the date of occurrence, the provisions of delay may not be evoked by the UHBVN, provided further that the service under the contract shall be resumed, as soon as practicable after such event(s) has /have ceased to exist and the decisions of the Chief Executive Officer (HKRNL), as to whether the services have been so resumed or not, shall be final and conclusive.



### **6.3 EFFECTING RECOVERIES:**

Any loss, arising due to non-fulfilment of this contract or any other contract, will be recovered from the Security, EMD/BG herein individually and collectively referred as security Deposit held and or any other amount due to the agency from the UHBVN, from this Contract as well as from other contracts.

### **6.4 SETTLEMENT OF DISPUTES:**

If any dispute or difference of any kind whatsoever will arise between the Agency & HKRNL arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation. If, after thirty (30) days the parties have failed to resolve their dispute or difference by such mutual consultation, then either the authority or the tenders may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of the matter may be commenced unless such notice is given.

### **6.5 ARBITRATION:**

All matter questions, disputes, differences and/or claims arising out of and/or concerning and/or in connection and/or in consequences or relating to the Contract whether or not obligations of either or both parties under the contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the arbitration which shall be conducted by an arbitrator, (arbitrator to be approved by the CEO, HKRNL or authority of the Nigam authorized for the purpose by the Nigam) the decision of the arbitrator shall be final and binding upon the parties.

The parties to the contract agree that the cost of arbitration shall be as per instructions of the Nigam issued/prevalent on the date of appointment of arbitrator.

The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the Engineer in consonance with the Contract, and neither party shall be limited in the proceedings before such arbitrator to the evidence or arguments put before the Engineer for the purpose of obtaining the said decision.



The objection that the Arbitrator has to deal with the matters to which the Contract relates in the course of his duties or he has expressed his views on any or all of the matters in dispute of difference, shall not be considered as a valid-objection.

Subject to afore mentioned provisions, the provisions of the Arbitration and Conciliation Act, 1996 and the Rules there under any statutory modifications thereof for the time being in force, shall be deemed to apply to the Arbitration proceedings under the clause.

#### **6.6 RULES AND REGULATIONS:**

The assigned job shall be carried out under the rules and regulations of HKRNL in force and further guidelines/instructions issued by the HKRNL from time to time in this regard. The HKRNL shall also have the right to modify such instructions/ guidelines and the firm shall abide by such instructions/ guidelines without any extra charges unless and otherwise specifically agreed for such extra charges.

#### **6.7 ACCIDENTS:**

The firm shall be liable for and shall indemnify the Nigam against all losses, expenses or claim arising in connection with the works carried by the firm for the purpose of assigned job.

#### **6.8 CONDUCT OF STAFF OF FIRM/ REPLACEMENT OF STAFF:**

If any of the staff of firm is found guilty of any misconduct or incompetence or negligence and then if so directed by the Nigam, the firm shall at once remove such employee and replace him with a qualified and competent substitute.

#### **6.9 RECOVERY OF THE LOSS SUSTAINED DUE TO FRAUD/ EMBZZLEMENT / MISAPPROPRIATION OR NEGLIGENCE BY THE EMPLOYEES OF FIRM.**

In case any loss is sustained to the Nigam due to fraud/ embezzlement/ misappropriation committed by the employees of the firm which could have been detected during the normal course of work but remains undetected, the firm shall be liable to pay the same to HKRNL.





#### **6.10 ALTERATION/ADDITION:**

No variation or modification or waiver of any of the terms and conditions or provisions of the contract shall be deemed valid unless mutually agreed upon in writing by both parties i.e. HKRNL.

#### **6.11 PATENT RIGHTS**

The Firm shall indemnify the Discoms against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

#### **6.12 BLACKLISTING OF THE FIRMS:**

As the contract becomes a valid contract between the HKRNL and Agency on the date of its issue, no further changes in the terms and conditions there of are permissible and any request received in this regard from the Agency should be summarily rejected, making it clear to render the services strictly in accordance with the terms and conditions of the contract. It should be noted that such a liability can be enforced on the Agency only if it does not contain any term or condition contrary to what had been quoted in the consultant's tender. Once this is ensured, any attempt by the Agency to backout of his commitment should be taken as serious and his earnest money as well as B.G. deposited be forfeited forth with, without prejudice to any further legal remedies open to the Discoms under the relevant laws. Where necessary, the case of Agency illegally backing out of the commitment, should also be put up to the Whole Time Directors for consideration and to decide for black- listing of the firm and damages, if any, to be recovered.

Negligence & Risk Coverage Termination of Agreement: - If the work entrusted is not proper and to the satisfaction of UHBVNL and If the work of the Agency continues to be unsatisfactory, or the Agency contravenes the provisions of this contract or fails to provide efficient services or



refuses to comply with any reasonable order given in writing by the Controlling officer of the Employer or his authorized representatives, a 10 Days notice shall be served upon him to correct himself and to execute this contract in true spirit.

If Agency fails to take notice of such notice served upon him, the Employer shall be at liberty to take the work wholly or in part, out of the Agency hands and re-contract with any other person(s) at the cost of the Agency. Any extra expenditure incurred by the Employer on such re-contracting shall also be recoverable from the agency, in addition to the HKRNL right or claim for liquidated damages.

It shall also be lawful for the HKRNL to forfeit either in whole or in part, in its absolute discretion, the security deposit furnished by the Agency. Forfeiture of the security deposit shall be without prejudice to the right of the UHBVN to recover any further amount of any liquidated and / or other damages to the maximum of 5% of the total value of the contract, undue payment or overpayment made to the Agency under this contract or any other contract.

#### **6.13 INDEMNITY**

If, for any reason or resulting from any cause whatsoever, any statement, representation or warranty set forth in the Bid Proposal and Contract Agreement is found to have been materially incorrect or untrue when made, in breach or fails to prove to be true, the Agency shall be fully liable to any and all liability, damage, any third party claims, costs and expenses including legal fees arising from such misrepresentation, breach or incorrect statement. The Agency shall indemnify and the keep indemnified the Employer fully and hold harmless against any and all liabilities, costs, expenses including legal fees, third party claims of infringement of copyright, trademarks, trade names, patents and other intellectual property rights subsisting in or used in connection with the Consultancy Assistance HKRNL including all documentation and manuals relating thereto including any original authorship of further developmental works or derivative works made. The Agency shall indemnify the Employer against all actions, suits, claims, demands, costs or expenses arising in connection with death or injuries suffered by persons employed by the Agency under any applicable Law for the time being in force.



# Section 7.0

## Annexures

Document No.	Description
Annexure 1	Documents for Eligibility Criteria
Annexure 2	Documents for Financial Proposal
Annexure 3	Other Documents/Formats
Annexure 4	Block Chain Compliance from Bidder and OEM



## Section 7.1

### Annexure -1: Documents for Eligibility Criteria

Document No.	Description	Submitted (Yes/No)	Pg No.
Document 1.1	Format for Bid Submission Covering Letter		
Document 1.2	Format for Bidder Details		
Document 1.3	Certificate of Incorporation / Partnership Deed		
Document 1.4	Copy of PAN Card		
Document 1.5	Copy of GST Certificate with GST Number		
Document 1.6	Power of Attorney in the name of Signatory		
Document 1.7	Address Proof of Organisation		
Document 1.8	Format for CA Letter about Profitability and Net-worth		
Document 1.9	Format Authorization Letter		
Document 1.10	Valid ISO Certification's		
Document 1.11	Format for Non-Blacklisting		
Document 1.12	Sample CVs of Proposed Manpower as per format		
Document 1.13	Demand Draft of RFP fee		
Document 1.14	Demand Draft of EMD		
Document 1.15	Copy receipt of Tender Fee		
Document 1.16	Copy receipt of EMD		
Document 1.17	Document CA audited statement and certificate		

\* Bidders are to consider this document as a Checklist and Index. The same should be included as a part of Technical Bid

Section 7.2

## Format for Turnover details and Profitability

(To be submitted on the letterhead of the Chartered Accountant)

{Place, Date}

To,

Chief Executive Officer  
Sainik Pariwar Bhawan Building,  
Plot No 101, Near ISKCON Temple,  
Sector 12, Panchkula - 134112  
Haryana

**Subject: Turnover details for Request for Proposal for Supply of IT Manpower**

**RFP Reference No: HKRNL/**

Dear Sir,

Please find below Annual Turnover and profitability status of <Bidder's Name>. Also please find the Net-worth of <Bidder's Name>

Sl. No	Financial Year	Annual Turnover	Profitable (YES / NO)
1	2020-21		
2	2021-22		
3	2022-23		

We also declare that M/s <Bidder's Name> has a Net-worth of Rs. (Amount in Words) as on 31st March 2023.

Thanking you,

(Signature, Name and Designation of the  
Authorized signatory of the Bidder/s)

(Signature and Name of the  
Chartered Accountant with Seal)

Section 7.3

**Format for Undertaking of "Non-Blacklisting"**

(To be submitted on non-judicial stamp paper of Rs. 100/-).

{Place, Date}

To,

Chief Executive Officer  
Sainik Pariwar Bhawan Building,  
Near ISKCON Temple, Plot No 101,  
Sector 12, Panchkula - 134112  
Haryana

**Subject: Undertaking of Non-Blacklisting for– Submission of proposal in response  
Request for Proposal for Selection of IT Consultant**

**RFP Reference No: HKRNL/**

We, the undersigned, hereby declare that We are not under a declaration of ineligibility / banned / Blacklisted by any State or Central Government / any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of submission of the Bid.

We hereby declare that:

- a) We have examined and have no reservations to the Bidding Documents, including Addenda issued, if any, in accordance with Instructions to Bidders.
- b) Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
- c) If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.

We hereby also declare that

- a) We are not convicted for any of the following offenses under the Prevention of Corruption Act, 1988; We have not been convicted under any Indian Penal Code or any





law in force, for creating public injury to person or property or risk to public health as a part of execution of public procurement contract; We have not been blacklisted/banned/debarred by any Government (State/Central) / Semi Government/ Corporation / PSU in India in last 3 years;

- b) We have not violated the code of integrity in last 2 years;
- c) Our Security Deposit or EMD or performance security deposit or any other deposit was not withheld (fully or partly) by the purchaser during any procurement process or contract execution undertaken by purchaser in last 2 years;
- d) We have not withdrawn our bids post submission of the same. (Maximum incidents are limited to 3)
- e) If Owner / Partner / Director / Trustee of the organization is Owner / Partner / Director / Trustee of any other organization: We hereby declare that Our Owner / Partner / Director / Trustee are not Owner / Partner / Director / Trustee of any other organization which is presently blacklisted / Banned / Suspended by the Government / Semi-Government / PSUs.
- f) We accept that in case of any irregularity, lapses, non-compliances, HKRNL's decision shall be final and binding on us.
- g) We accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.
- h) We also accept that, if it is found that any of the information provided by us is proved wrong/ falsified/ deviated/ incorrect/ concealed from facts, our bid will be summarily rejected along with the blacklisting of our firm and forfeiture of our EMD/ PBG, as the case may be.

Yours sincerely,

Authorized Signatory

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding Company) Full Name and Designation

Full Name and Designation

Signature of Notary (with official seal) Name:

Designation:

Seal:

Business Address:



## Section 7.4

### Format of CV for Proposed Manpower

The CV shall not exceed more than 4 A-4 pages.

S. No	Item	Description
1	Name	
2	Designation	
3	Role Proposed	
4	Current responsibilities in the firm	
5	Total years of relevant experience	
6	Years of experience with the responding firm	
7	Educational Qualification: <ul style="list-style-type: none"><li>• Degree</li><li>• Academic institution graduated from</li><li>• Year of graduation</li><li>• Specialization (if any)</li><li>• Professional certifications (if any)</li></ul>	
8	Professional Experience details (project-wise): <ul style="list-style-type: none"><li>• Project name</li><li>• Client</li><li>• Key project features in brief</li><li>• Location of the project</li><li>• Designation</li><li>• Role</li><li>• Responsibilities and activities</li><li>• Duration of the project</li></ul>	
9	Summary of the individual's experience which has direct relevance to the project	



## Section 8.0

### 2: Documents for Financial Proposal

<b>Format No.</b>	<b>Description</b>	<b>Submitted (Yes/No)</b>
Format 2.1	Commercial bid covering Letter	
Format 2.2	Commercial bid	



## Section 8.1

### Format for Bid Submission Covering Letter

(To be submitted on the letterhead of the bidder)

{Place, Date}

To,

Chief Executive Officer  
Sainik Pariwar Bhawan Building,  
Plot No 101, Near ISKCON Temple,  
Sector 12, Panchkula - 134112  
Haryana

**Subject: Bid Submission Cover Letter for- Request for Proposal for Selection of IT Consultant**

**RFP Reference No: HKRNL/**

Dear Sir,

We, the undersigned bidders, having read and examined in detail all the bidding documents for <<Name of the RFP>>, do hereby propose to provide our services as specified in the RFP. We attach hereto our responses to the requirements and commercial proposals as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to HKRNL, Govt. of Haryana is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its shortlisting process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of bid validity as defined in this RFP. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the RFP. We also herewith express our willingness to subject to HKRNL's conditionality regarding manpower recruitments (required for the project) and change of hands of management.



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/ services specified in the tender response.

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

Thanking you,

Yours faithfully

(Signature of the Authorized Signatory of the Bidder)

(In the capacity of)  
(Name)

Duly authorized to sign the Tender Response for and on behalf of:  
(Name and Address of Company)

Seal/Stamp of bidder

Dated this      Day of                      2024



Section 8.2

Format for Bidder Details.

<< To be printed on Bidder's Company's Letter Head, Signed by Authorized Signatory >>

**TO WHOMSOEVER IT MAY CONCERN**

**Bidder Information**

**(In case of Consortium, Separate sheet for each Bidder should be attached)**

Sr.	Particulars	Information
1.	Name of the Agency	
2.	Address of the Agency	
3.	Telephone Nos.	
4.	Fax	
5.	E-mail	
6.	Website (If available)	
7.	Year of Establishment	
8.	Date of registration	
9.	ROC Reference No. (with supporting document)	
10.	PAN No:(with supporting document)	
11.	GST Number (with supporting document)	

Thanking you,

(Name and Designation of the Authorized signatory of the Bidder)

Name:

Designation:

Seal:

Date:

Place:

Business Address:





Section 8.3

## Commercial Proposal Cover Letter

(To be submitted on the letterhead of the bidder)

{Place, Date}

To,

Chief Executive Officer  
Sainik Pariwar Bhawan Building,  
Near ISKCON Temple, Plot No 101,  
Sector 12, Panchkula - 134112  
Haryana

Tel:

Mail id:

**Subject: Commercial Proposal Cover Letter for-Request for Proposal for Supply of IT Manpower**

**RFP Reference No:**

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of Request for Proposal for Selection of IT Consultant do hereby propose to provide Services as specified in the bidding documents.

**Price and Validity:** All the prices mentioned in our Bid are in accordance with the terms as specified in the bidding documents. All the prices and other terms and conditions of this Bid are valid for a period of 120 days from the last date of submission of the Bids. The prices we have offered, will remain fixed and subject to price escalation mention in the RFP during the period of Contract.

**Taxes:** We are an entity registered in India and do hereby confirm that our bid price is exclusive of all applicable taxes (i.e. GST). All relevant/ applicable taxes would be considered for reimbursement on actuals as per HKRNL's discretion and prevailing Government laws.

**Deviations:** We hereby declare that all terms and conditions mentioned in the RFP (all volumes, annexures and corrigendum's) are acceptable to us without any deviations and all the services shall be performed strictly in accordance with the bid documents.



Unit Rates: We have indicated in the relevant Annexures enclosed, the unit rates for the purpose of an account of payment as well as for price adjustment, in case of any increase / decrease from the scope of work under the contract.

Bid Price: We declare that our Bid Prices, exclusive of all applicable taxes, duties, and GST are for the entire scope of the work and requirements as specified in the Bid documents. We understand that only the basic price i.e. Prices without GST will be considered for Price Bid Evaluation. However, in case any bidder quotes the taxes as NIL / ZERO, the said bid of the Bidder will be considered as non- responsive and will not be processed further.

We understand and agree that the price bids will be evaluated only on the basis of PART-A of the Commercial Bid format and the prices quoted in the PART-B of the Commercial Bid will not be

considered in the price bid evaluation. We agree to provide any additional manpower resources as per the price quoted during the tenure of the contract.

Contract Performance Bank Guarantee: We hereby declare that in case the Contract / Order is awarded to us, we shall submit the Contract Performance Bank Guarantee in the form prescribed in the RFP.

We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge and belief. We also understand that if our bid is conditional in any way, it shall be summarily rejected.

We understand that our Bid is binding on us and that you are not bound to accept a bid you receive.

We confirm that no technical information or deviations are attached here with this Commercial offer.

Yours faithfully,

(Name and Designation of the Authorized signatory of the Bidder)

Name:

Designation:

Seal:

Date:

Place:

Business Address:



Section 8.3

Format for Commercial Bid

To

.....  
.....  
.....

**Subject: Engagement of IT Firm for Supply of IT Manpower at HKRNL for development and support of e-Governance projects.**

Dear Sir,

We, the undersigned declared that –

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No. (if Any):
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule, the following Services under project.
- (c) The price bid for various activities covered the RFP is as under:-

S#	Position	Qty	Monthly Cost	Annual Cost
1	Sr Developer (Dot Net)	2		
2	Developer (Dot Net)	4		
3	Database Administrator (SQL)	2		
4	System Administrator	1		
	Total			

Other Terms & Conditions

- (1) Applicable GST tax will be paid extra. All other taxes will be inclusive.
- (2) During course of assignment, the Nigam reserves the right to amend the number of professionals in each category.

Details of authorized Signatory Signature:

Name:

Designation:

Date:

Signature (Authorized Representative and Signatory of the Bidder):



Name of the Person:

Designation:

Date:

**Annexure-3: Other Documents / Formats**

Document 3.1	Format for Pre-Bid Queries
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Section 8.4

Format for Pre-Bid Queries

(To be printed on Bidder Company's Letter Head and Signed by Authorized Signatory)

To,

Chief Executive Officer  
Sainik Pariwar Bhawan Building,  
Plot No 101, Near ISKCON Temple,  
Sector 12, Panchkula - 134112  
Haryana

Dear Sir,

**Subject: Pre-bid queries for- Request for Proposal for Supply of IT Manpower**

**RFP Reference No: HKRNL/**

With reference to the subject RFP, please find below pre-bid clarifications request. Clarification Requested by

Name	
Designation	
Company	
Address	
Contact Number	
e-mail ID	
Date	

**Clarifications Requested:**

Sr.	RFP Document Reference(s) (Clause No.)	Pg. No.	Content of RFP requiring Clarification (s)	Points of clarification

Note: Bidders are requested to provide the queries in MS Excel format

Thanking you,  
(Name and Designation of the Authorized signatory of the Bidder)

Name:



Designation:  
Seal:  
Date:  
Place:  
Business Address:

*BM*