

Term of Reference (TOR) for  
Selection of Project Management Unit (PMU)  
for  
**Haryana Kaushal Rozgar Nigam Limited (HKRNL)**

From

The Companies Empaneled with HARTRON  
for providing Consultancy Services to Departments  
or Government Organizations

**TOR No: HKRNL/4808**

**Released by  
Haryana Kaushal Rozgar Nigam Limited**

**Address: Plot no 101, Sector-12, Panchkula**

Email

[gmadmn.hkrnl@gmail.com](mailto:gmadmn.hkrnl@gmail.com)

Website

[www.hkrnl.itiharyana.com](http://www.hkrnl.itiharyana.com)

## **1. Description of Services**

Haryana Kaushal Rozgar Nigam Limited (HKRNL) has been established under Companies Act, 2013 to carry on the business of deployment of skilled, semi-skilled and other manpower in Government Departments, Boards, Corporations, Statutory entities, Universities, State Educational Institutions, and other organizations owned and controlled by the State Government for meeting their temporary requirement of skilled, semi-skilled and other manpower and arrange for continuous skill training if required to meet the needs of the job role.

Haryana Kaushal Rozgar Nigam has been set up for achieving the following objectives:

- 1) Deploying manpower for standardized job roles with qualification and experience as defined by the Nigam to fulfill the requirements of Government entities in a very transparent and systematic manner.
- 2) Accumulating pool of candidates who have been previously employed with government entities on contractual roles and actively seeking employment through online registrations.
- 3) Targeting socio-economically disadvantaged candidates for skilling and deployment based on predefined criteria
- 4) Scientific and transparent selection and deployment process based on merit cum means scoring criteria
- 5) Ensuring compliance of Government instructions on the Reservation Policy issued from time to time while deploying manpower
- 6) Streamlined and transparent payment of salaries with full compliance to ESI/EPF and welfare funds.
- 7) Ensuring that full benefits are extended to the deployed contractual manpower as per the rules and norms applicable at the time

Haryana Kaushal Rozgar Nigam wants to ensure seamless functioning and actualization of objectives of the corporation by onboarding a third-party Project Management Unit (PMU) to support the operations of the Nigam.

## **2. Scope of Work**

Nigam requires a Project Management Unit (PMU) to support the overall functioning and operation of the corporation due to the scale of the project, magnitude of work and involvement of multiple stakeholders. In line with the objectives of the HKRNL, the scope of work shall include but not necessarily be limited to following key tasks and activities:

### **2.1. Tech Development Management**

1. Structuring the product design and portal flow based on objectives and upcoming needs
2. Liaising with key internal and external stakeholders to ensure tech development timelines are met
3. Support development and maintenance of the IT Portal as per the requirements
4. Liaising with other government departments for sourcing data as per the requirement of the portal
5. Managing tech vendors to make sure tech development is of high quality in line with the product design and flow

### **2.2. Requisition and Manpower Deployment**

1. Take necessary interventions to make sure requisitions requests are closed within 15 days
2. Support validating and approving requisitions requests raised by the depts.
3. Support validating and seeking approvals for new designations created by depts.

4. Analyzing offer acceptance and rejection stats and come up with corrective measures
5. Analyzing key metrics such as offer acceptance, joining ratios and propose changes in the candidate selection logics and scoring criterion.

### **2.3. Payment and Payroll management**

1. Ensuring that salaries and benefits are credited timely to all contractual manpower deployed through Nigam
2. Liaising with departments to ensure timely payment is made to the Nigam against the invoice issued by the Nigam
3. Monitoring and auditing department invoices to ensure that departments do not exceed the allocated wage budget

### **2.4. Contract management, HR and administration**

1. Ensure streamlined renewal of contracts of existing contractual manpower
2. To arrange for continuous skill training and upgradation for already deployed manpower
3. Monitoring contract renewal and termination of manpower deployed through HKRN
4. Accounting for performance-based contract termination requests
5. Devise a plan to automate for appraisals in line with the policy approved by GAD

### **2.5. Grievance Redressal**

1. Management and regular cadence with the Help desk staff
2. Regular review and monitoring of the grievances raised by candidates and departments
3. Identifying key user challenges and devising solution
4. Set up regular cadence with the technical team to debug recurring technical challenges
5. Organizing process and technical trainings for departments and candidates
6. Preparing and publishing educative content for HKRN's YouTube channel

### **2.6. Administration support**

1. Assist the 'Admin staff' in all matters pertaining to the administration of the Nigam
2. Coordinate working of the Legal Cell, BPO Cell and RTI Cell
3. Support HKRN 'Admin staff' with inter and intra dept. coordination

### **2.7 Review and monitoring**

1. Prepare analytical reports covering diverse aspects of HKRN operations
2. Support HKRN CEO with setting up and conducting regular reviews of operations.
3. Undertake ad hoc operational and administrative tasks
4. Prepare presentations and supporting material for discussions/reviews with CMO

### **2.8 Collect data and provide deep dive data insights/ analytics for better decisions making:**

1. Analyze the contractual staff requirement from the various departments, boards, organizations, universities etc.
2. Propose data usage strategy for various Government institutes/departments (identify key reporting points, insights, dashboards etc.)
3. Design Data insights and dashboard views for Government of Haryana on institution onboarding and success metrics
4. Analyze and provide insights of contractual employment trends – cyclical / non-cyclical and other key aspects.
5. Deep dive insights on skill and employment gaps in the state of Haryana, to drive forward looking decisions etc.
6. SRS documents.
7. RFPs

8. Other related aspects

**3. Terms & Reference**

HKRNL invites sealed tender offers (Technical and Financial Proposal) from empaneled companies for the appointment of Consultants for HKRNL. The important points to be noted by empaneled companies are as follows:

**3.1 Pre- Qualification Criteria:**

The companies/agencies empaneled for providing consultancy services to Govt. departments/ Organizations by the Department of IT, Electronics & Communications, Haryana vide letter no Admn/265/2SIT/17493 dated 15.06.2022 are qualified for putting up proposal for this Terms of Reference.

**3.2 Proposal:**

1. Empaneled companies are advised to study the Terms of Reference carefully. Submission of proposal shall be done after careful study and examination of the Terms of Reference with full understanding of its implications. Failure to furnish all information required in the proposal documents or submission of a proposal not in accordance with the terms of reference in every respect may result in rejection of the proposal.
2. The response to this Terms of Reference should be full and complete in all respects. Incomplete or partial proposals shall be rejected.
3. All the communication to HKRNL including this Terms of Reference and the proposal shall be signed on each page by the authorized representative of the empaneled company. The letter of authorization shall be indicated by written power-of-attorney/Board Resolution accompanying the proposal.
4. In case of any ambiguity, the original document available with HKRNL shall be treated as final document.

**3.2.1. Amendment to Terms of Reference:**

At any time prior to the deadline for submission of proposals, HKRNL, for any reason, whether on its own initiative or with response to the clarification requested by a prospective empaneled company, may modify, change, incorporate or delete any condition in the Terms of Reference by amendment, which will be notified on the official website of the department i.e. <https://hkrnl.itiharyana.gov.in/> and such amendment shall be binding on them. HKRNL may, at its discretion, extend the deadline for the submission of proposals which will be notified on the official website of the Department.

**3.3. Proposal's Cost:**

The empaneled company shall bear all costs associated with the preparation and submission of the proposal, including cost of presentation for the purposes of clarification of the proposal, the preparation or execution of any benchmark demonstrations or for any work performed prior to the execution of a formal contract if so desired by HKRNL. For any reason or in any case, HKRNL will not take responsibility or liability for these costs. All materials submitted become the property of HKRNL and may be returned at its sole discretion.

**3.4. Submission of Proposal:**

1. The empaneled companies are expected to submit their offers sealed in two parts namely "Technical Proposal" and "Financial Proposal" which shall include the following: -
  - a. Technical Proposal: Original - One Hard Copy
  - b. Financial Proposal: Original - One Hard Copy

2. The empaneled company shall prepare the Proposal clearly marking as "Envelope One" for "Technical Proposal" and "Envelope Two" for "Financial proposal". Hard copy version shall be final for evaluation purposes.
3. The Proposal shall be typed and signed by the empaneled company, or a person or persons duly authorized by them.
4. The proposal shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the empaneled company, in such case, corrections shall be initialed and stamped by the person or persons signing the proposal in original.

**3.5. Proposal Submission and Correspondence:**

Address for Proposal Submission and Correspondence:

CEO,  
Haryana Kaushal Rozgar Nigam Limited,  
Plot no 101, Sector 12, Panchkula, Haryana  
E-mail: [gmadmn.hkrnl@gmail.com](mailto:gmadmn.hkrnl@gmail.com)  
Contact Person: Ambika Patyal, General Manager

### 3.6. Key Events & Dates:

Table-1

Event	Date/Time
Issue of Terms of Reference	<b>28.12.2023</b>
Submission of proposal	Upto 04.01.2024 17:00 hours
Opening of Technical proposal-	06.01.2024
Presentations by empaneled companies (Online)	(Individual Time slots of the empaneled companies will be notified later)
Declaration of Name of empaneled company which is selected as T1	(Empaneled company will be informed the Date & Time later)
Opening of Financial proposal of selected empaneled company (T1)	(Selected Empaneled company will be informed the Date & Time later)
Place for Opening of Financial proposals	Plot no 101, Sector-12, Panchkula
Commencement of contract	Within 10 days from date of award of work order
Signing of Contract	Within 15 days from the date of award of work order

In the event of the date specified above being declared as a holiday for HKRNL, the due date will be the following working day.

Table-2

Item	Description
Proposal Validity Period	180 days from the date of submission of proposals by the empaneled companies
Period for furnishing Performance Bank Guarantee	As per performance bank guarantee clause given in Terms of Reference. i.e., within 21 days of receipt of Award of Contract
Performance Bank Guarantee value	As per performance bank guarantee clause given in Terms of Reference i.e. 10% of the total contract value
Performance Bank Guarantee validity period	6 months beyond Contract period

**3.7. Timely Submission:**

1. Empaneled companies are solely responsible for timely submission of the proposal physically at the location as mentioned above in “Key Events and Dates”. Proposals received after the last date and time of submission will not be considered.
2. The response to Terms of Reference/proposal submitted by the empaneled companies through courier/fax/email will not be considered. No further correspondence will be entertained in this matter.

**3.8. Opening of Proposals:**

1. Proposals will be opened in presence of empaneled company’s representatives (if they are present, else it will be opened in presence of the other representatives, officials present).
2. HKRNL will open all proposals as per schedule mentioned in “Key Events & Dates”. If all documents mentioned in the proposal are not found, then the proposal will be summarily rejected.
3. The empaneled company’s representative willing to attend the opening of the proposals shall bring an authorization letter duly signed by authorized signatory and counter signed by the representative who is willing to attend the opening of proposals. The empaneled company’s representative shall sign the attendance register during opening of proposals.
4. The empaneled company’s name, technical solutions given by them, proposal prices and presence or absence of requisite proposal security and such other details, as HKRNL at its discretion may consider appropriate, will be announced at the time of corresponding opening of proposals.
5. The proposals submitted after due date and time shall not be considered for further evaluation, irrespective of the circumstances. HKRNL reserves the right to postpone or cancel a schedule mentioned under “Key Events and Dates” clause at any time without assigning any reason.

**3.9. Contacting HKRNL:**

No empaneled company shall contact HKRNL on any matter relating to its proposal, after opening of financial proposal till contract is awarded. If the empaneled company wishes to bring additional information to the notice of HKRNL, it can communicate in writing at address given for

correspondence. HKRNL reserves the right for consideration of such information. Any effort by the empaneled company to influence HKRNL in its decision on proposal evaluation, proposal comparison or contract award may result in disqualification of his proposal and forfeiture of proposal security amount.

#### **4. INSTRUCTIONS TO EMPANELED COMPANIES:**

##### **4.1. Preliminary Examination of Proposals:**

HKRNL will examine the proposals to determine whether it is complete in all the respects, including checking of computational errors, furnishing of required sureties, properly signing of the documents, and generally the proposals are in order. A proposal determined as non-responsive will be rejected by HKRNL and may not subsequently be made responsive by the empaneled company by correcting of the non-conformity.

##### **4.2. Technical Proposal:**

The Technical proposal (comprising of qualification criteria and technical proposal) shall be submitted in a separate sealed envelope stating as “Envelope – one” super scribing “Technical proposal for appointment of Consultants in HKRNL”. The technical proposal should be complete in all respects and contain all information asked for in this Terms of Reference. It is mandatory to submit all the details in the prescribed formats duly filled in, along with the proposal. The HKRNL, at its discretion, may not evaluate a technical proposal in case of non- submission or partial submission of technical details. The Technical proposal must be submitted by empaneled company in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form. The technical proposal should comprise of following:

1. Section I – Technical Proposal covering letter (Annexure-I)
2. Section II - Empaneled Company/Agency organization profile (maximum 4 pages) (Annexure-II)
3. Section III - Documents for Pre-Qualification Criteria (Annexure- III)
4. Section IV – Empaneled Company/Agency project experiences. (Annexure-IV)
5. Section V – CVs of proposed resources. (Annexure-V)
6. Section VI- Description of the Approach & Methodology. (Annexure-VI)
7. Section VII - Any other documents to be submitted as per evaluation criteria. (Annexure-VII)

##### **4.3. Financial Proposal:**

1. The empaneled company must quote the charges for the entire project as per the scope of work defined in this Terms of Reference. The charges, once offered, must remain fixed and will not attract any price variation for any reason during contractual period. A conditional proposal will be declared as non-responsive and shall be rejected.
2. The charges quoted shall be based on man-month rates for each category resource, subject to upper limit defined in the letter issued by the Department of IT, Electronics & Communications, Haryana vide letter no Admn/265/2SIT/17493 dated 15.06.2022.
3. The Charges quoted must contain the basic charge and shall be inclusive of all charges except GST, as applicable up to the completion of the contract period as per ‘Financial proposal’ template. GST shall be charged separately for the charges quoted. A proposal submitted with an adjustable price quotation will be deemed as non-responsive and shall be rejected.
4. All taxes, as applicable from time to time, shall be borne by the Department.
5. The Department may select the suitable manpower as per requirement of the project. Man-month rates per resource category so received from the selected empaneled company will be opened and negotiated by the Department before finalizing the contract, to ensure the quality of the individual recommended by the selected consultant.

6. The Financial proposal shall be submitted in a separate envelope as “Envelope–two” super-scribing as “Financial proposal for Consultancy Support for Program Management and monitoring of various activities under “Haryana Kaushal Rozgar Nigam Limited”. The complete charges schedule should be submitted only in the ‘Financial proposal’ template provided in Annexure- VIII – FINFORM 1 (Covering Letter) and FINFORM 2. The charges must be quoted only in Indian Rupees.

**4.4. Correction of Errors:**

The empaneled company is advised to take adequate care in quoting the rate. No requests or excuse for corrections in the quoted rate will be entertained afterwards. The corrections or overwriting in proposal documents should be initialed and stamped by person signing the proposal form.

**4.5. Price Composition:**

The Charges quoted should be in Indian Rupees only. The Charges shall be on a fixed basis and should not be linked to foreign exchange. No out-of- pocket expenses shall be provided to the empaneled companies/agencies. Each Consultant shall be provided the facility of the Laptop/Computer, mobile internet connectivity and mobile phone by the concerned Company. The expenses on this account shall be borne by the said Company. However, expenses on tours for official purposes will be borne by the Department as per Govt. procedures equivalent to that post.

**4.6. Evaluation of Offers:**

Scrutiny of Proposals will be done as mentioned below: Technical Proposal Evaluation:

1. HKRNL will determine whether the technical details along with documents furnished and the services are quoted as per the requirements/schedules/annexures given in this Terms of Reference. The empaneled company with the highest technical score will be selected as T1. The technical evaluation will be done on basis of the Information provided by empaneled company against the detailed evaluation criteria as mentioned in table below.
2. The empaneled companies are required to give a technical presentation on their offer.

**Key Resource Requirement:**

The team shall comprise 3 Consultants to be hired as under:

Table-3

<b>Sr. No.</b>	<b>Resource Type</b>	<b>Minimum Experience</b>	<b>No. of Personnel Required</b>
1	Senior Consultant	6 Years	1
2	Consultant	3 years	2

**Table-4**  
**Evaluation Criteria**

Sr. No	Evaluation Criteria	Maximum Marks
1	Experience of executing consulting / advisory assignments (in the last 5 FYs) pertaining to skill development/ placement of youth etc. Maximum Marks per assignment – 10 marks Maximum number of assignments – 2 Assignments	20
2	Experience of development / management of IT portal development for (in the last 5 FYs) of minimum INR One Crore. Maximum Marks per assignment – 10 marks Maximum number of assignments–2 Assignments	20
3	Experience of implementing projects with state Govt. departments of Haryana (in the last 5 FYs) Maximum Marks per assignment – 5 marks. Maximum number of assignments – 2 Assignments	10
		<b>50 Marks</b>
<b>B</b>	<b>Resources</b>	
Sr No	Position, Key Qualification and Experience Desired	Maximum Marks
1	<b>Senior Consultant (1 Post) – Atleast 3 resumes required</b> • B.E/B.Tech/Post Graduate with 60% marks AND/OR MBA • Minimum Period of relevant experience is 6 years	<b>15 Marks</b>
2	<b>Consultant (2 Posts) – Atleast 6 resumes required</b> • B.E/B.Tech/Post Graduate with 60% marks AND/OR MBA • Minimum Period of relevant experience is 3 years	<b>15 marks</b>
		<b>30 Marks</b>
<b>C</b>	<b>Presentation</b>	
Sr No	Evaluation Criteria	Maximum Marks
1	Presentation on the understanding of the assignment and approach & methodology.	<b>20 Marks</b>
		<b>20 Marks</b>
<b>Total Marks</b>		<b>100 Marks</b>

**4.7. Financial Proposal Evaluation:**

Financial proposal of selected empaneled company T1 shall be opened on the date & time specified in the Key events and date schedule. The Selected empaneled company (T1) will be invited for negotiations and finalization of financial rates.

**5. Selection of Consultant:**

- 5.1. An internal Committee of the HKRNL shall evaluate the Proposals and Resumes received from the bidders.
- 5.2. Team Assessment: The resources to be deployed by the bidder shall possess the requisite qualification and experience as per this TOR. CV of every resource to be deployed shall be provided in World format (Maximum 4 Pages).
- 5.3. The decision of the Internal Committee in the evaluation of responses shall be final. No correspondence will be entertained outside the process of negotiation/ discussion.
- 5.4. The Internal Committee reserves the right to reject any or all Proposals without assigning any reason.
- 5.5. Presentation on the understanding of the assignment and CEO, HKRN.

**6. Duration of Service:**

The Project duration will be for 12 months initially. As per requirement/necessity of the department, the same may be further extended up to another 12 months without any increase in man-month rates or as per applicability of empanelment of consulting agencies with HARTRON letter vide no. Admn/265/2SIT/17493 dated 15/06/2022 at the time of expiry of the contract. The same will be communicated in writing to the consulting firm. The financial implication for the extension will be calculated on a pro-rata basis. All resources shall be deployed full-time at the client site.

**7. Payment Timelines:**

The Payment Milestones for hiring of consultants for HKRNL are indicated below:

**Table-5**

Sr. No	Project Activity	Days	Payment
1	Signing of Agreement	T	0
2	Monthly Payments	T+30 days (Every Month)	100%

Note: The Company shall mandatorily submit the inception report within 30 days from the date of award of the contract.

**8. General Terms & Conditions:**

**8.1 General Terms:**

- The response to the Terms of Reference has to be submitted in accordance with the Terms and Conditions mentioned in this document.
- The scope of work mentioned in the Terms of Reference is subject to revision and changes as and when required.
- HKRNL reserves the right to cancel the Terms of Reference at any stage and can invite fresh Terms of Reference without assigning any reasons.
- Forming of consortium or Joint venture is not allowed.

**8.2 Deployment and Replacement of Resources Deployment of Resources:**

Empaneled companies would be required to deploy an appropriate team consisting of members/ Consultants as per below mentioned requirements. The empaneled company shall deploy requisite number of personnel depending on the allotted work. The expectations on the resources that would be proposed for the project are as follows:

- a. The team together should have experts as per the requirement of the Terms of reference.

- b. The consultant may be posted anywhere in the state of Haryana as and when required.
- c. HKRNL may or may not engage all the consultants in one go, so the resources will be deployed by the empaneled company as per the requirement of the HKRNL.
- d. Each member of the team must be a full-time employee of the empaneled company and shall be working with the empaneled company.

**Replacement of Resources:**

Consultants deployed on the project can be replaced only after taking the consent of the HKRNL with a minimum notice of 2 months and the replacement resource should be part of transition for 1 months and should be acceptable to the Department. Any transition with notice period of less than 2 months will attract a penalty of Rs. 10,000 (Ten Thousand only). In case of replacement due to unforeseeable circumstances like sickness etc., no penalty will be levied. Also, if at any point of time, HKRNL feels that a resource is not up to mark, a replacement will be demanded in writing and the empaneled agency shall provide the replacement within 1 month as per the Terms of Reference.

**8.3 Signature:**

A representative of the empaneled company, who is authorized to commit the empaneled company to contractual obligations, must sign with the empaneled company's name and seal on all pages of the proposals. All obligations committed by such signatory(ies) must be fulfilled.

**8.4 Safety and Security of the Data:**

The data, information, documents provided by the Nigam to the consultants deployed by the empaneled company is the property of the Nigam. The consultants deployed by the empaneled company shall display due diligence in the handling of the said data and be responsible for the security and safety of the Data, thus provided. The empaneled company must ensure that there is no leakage of the data through the IT application & infrastructure deployed by them for extracting the data.

**8.5 Period of Validity of Proposals:**

The proposals shall be valid for a period of Six (6) months from the date of opening of the proposals. A proposal valid for a shorter period may be rejected as non-responsive.

**8.6 Non-Conforming Proposals:**

Any proposal may be construed as a non-conforming proposal and ineligible for consideration if it does not comply with the requirements of this Terms of Reference. The failure to comply with the requirements and acknowledgment of receipt of amendments are common causes for holding proposals non-conforming.

**8.7 Language of Proposals:**

The proposal and all correspondence/ documents shall be written in English. All proposals and accompanying documentation will become the property of the HKRNL and will not be returned.

**8.8 Disqualification:**

The proposal from the empaneled companies is liable to be disqualified in the following cases:

- i. Proposal not submitted in accordance with the Terms of Reference.
- ii. The empaneled company qualifies the proposal with its own conditions.
- iii. Proposal is received in incomplete form.
- iv. Proposal is received after due date and time.
- v. Proposal is not accompanied by all requisite supporting documents.
- vi. Information submitted in technical/financial proposal 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.

- vii. Financial proposal is enclosed within the same envelope as technical proposal.
- viii. If successful empaneled company fails to deposit a security deposit in the form of bank guarantee valid for a period of 6 months beyond contract period from the receipt of the letter towards award of the contract.
- ix. The successful empaneled company fails to enter a contract within 45 working days of the date of notice of award of contract or within such extended period, as fixed by HKRNL.
- x. Awardee of the contract has given the letter of acceptance of the contract with his conditions.
- xi. Non- fulfillment of any condition/term by empaneled company.

#### **8.9 Modification and Withdrawal of Proposals:**

No proposal may be modified or withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the empaneled company on the proposal form. Modification or withdrawal of proposal during validity may lead to cancellation/disqualification.

#### **8.10 Notification of Award:**

HKRNL will notify the successful empaneled company in writing by email and speed post that its proposal has been accepted. The notification of award will constitute the formation of the contract. The successful empaneled company must furnish security deposit to HKRNL within time specified as per Table-2 above. If the empaneled company fails to furnish security deposit within time specified, HKRNL will proceed further to award the contract to another empaneled company. The name of default empaneled company will be blacklisted.

#### **8.11 Award Criteria:**

HKRNL will award the Contract to the successful empaneled company whose proposal has been determined to be substantially responsive and has been determined as the best proposal. All decisions taken by HKRNL regarding processing of Terms of Reference and award of contract shall be final and binding on all empaneled companies.

#### **8.12 HKRNL's right to accept any proposal and to reject any or all proposals:**

HKRNL reserves the right to accept or reject any proposal, and to annul the selection process and reject all proposals at any time prior to award of contract. HKRNL will not be responsible for any liability to the affected empaneled company or empaneled companies or any obligation to inform the affected empaneled company or empaneled companies the grounds for HKRNL's action.

#### **8.13 Security Deposit/ Performance Bank Guarantee:**

The successful empaneled company needs to deposit/submit a security deposit of 10% of the total contract value in the form of bank guarantee on stamp paper of the requisite value as per the provisions of the applicable Acts or Laws. The security deposit shall be valid for a period of 6 months beyond contract period of all work in respect of work order/agreement whichever is later. It should be submitted within 10 days from the receipt of the letter towards award of the contract for due and proper fulfillment of Terms of Reference conditions.

The security deposit should be submitted within the period specified above, failing which HKRNL may cancel the offer made to the empaneled company. The security deposit will be forfeited if empaneled company has not fulfilled the terms and conditions as per Terms of Reference. HKRNL shall also be entitled to make any recoveries due from the

empaneled company from security deposit submitted against this Terms of Reference.

**8.14 Signing of contract:**

The successful empaneled company must enter into a separate Agreement, incorporating all correspondence between HKRNL and the successful empaneled company.

**8.15 Failure to agree with the Terms & Conditions of the Terms of Reference:**

Failure of the successful empaneled company to agree with the Terms & Conditions of the Terms of Reference including the Agreement shall constitute sufficient grounds for the annulment of the award, in which event HKRNL may award the contract to another empaneled company or call for new proposals.

**8.16 Resolution of Disputes:**

HKRNL and the successful empaneled company shall make every effort to resolve disputes amicably by direct informal negotiation. Any disagreement or dispute arising between them under or in connection with the contract will be settled at the level of CEO, HKRNL, Haryana.

Any dispute arising out of contract not settled at the level of CEO, HKRNL, Haryana may be proceeded further, subject to jurisdiction of Haryana.

**8.17 Empaneled Company's Integrity:**

The empaneled company is responsible to conduct all activities as defined in the scope of work in accordance with the award of work order/contract.

**8.18 Interpretation of the clauses in the Terms of Reference / contract document:**

In case of any ambiguity, in the interpretation of any of the clauses in Terms of Reference or contract document, the HKRNL's interpretation of the clauses shall be final and binding on all parties.

**8.19 Limitation of Liability:**

The aggregate liability of the Consultant under this agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Consultant as per the award of work order/contract. The preceding limitation shall not apply to liability arising because of the Consultant's fraud or willful misconduct in performance of the services.

**8.20 Termination for Default:**

HKRNL may, without prejudice to any other remedy for breach of contract by written notice of default sent to the empaneled company, terminate the contract in whole or in part:

8.20.1 If the empaneled company fails to provide satisfactory services at the desired level within the time period(s) specified in the contract, or any extension thereof granted by HKRNL  
OR

8.20.2 If the empaneled company fails to perform any other obligation(s) under the contract  
OR

8.20.3 If the empaneled company, in the judgment of HKRNL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

**8.21 Use of Documents and Information:**

The empaneled company shall not, without prior written consent from HKRNL, disclose/share/use the proposal, contract, or any provision thereof, or any specification, plan, drawing, samples etc. furnished by or on behalf of the HKRNL in connection therewith, to any person other than a person employed by the empaneled company in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

All project related documents (including this TOR) issued by HKRNL, other than the contract itself, shall remain the property of the HKRNL and shall be returned (in all

copies) to the HKRNL on completion of the empaneled company's performance under the contract if so, required by the HKRNL.

#### **8.22 Confidentiality and Non-Disclosure:**

The consultant will be exposed, by virtue of the contracted activities to internal business information of HKRNL, affiliates, business partners and /or customers. The consultant would be required to provide an undertaking that they will not use or pass to anybody, the data/information derived from the proposed data lake in any form. The consultant must safeguard the confidentiality of the HKRNL's business information, applications and data. For this, consultant is required to sign non-disclosure agreement with HKRNL.

Disclosure of any part of the aforementioned information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law or other Statutory Authorities, could result in premature termination of the contract. The HKRNL may apart from blacklisting the consultant, initiate legal action against the consultant for breach of trust. The consultant shall also not make any news release, public announcements or any other reference on Terms of Reference or contract without obtaining prior written consent from the HKRNL.

#### **8.23 Patent Rights:**

The Consultant shall indemnify the HKRNL against all third-party claims of infringement or patent, trademark or industrial design rights arising from the study or any other part thereof.

#### **8.24 Delay in the successful Empaneled Company's performance:**

8.24.1 Delivery of services shall be made by the empaneled company in accordance with the terms contained in these terms of reference.

8.24.2 An unexcused delay by the empaneled company in the performance of its delivery obligations shall render the empaneled company liable to any or all of the following sanctions: forfeiture of its performance security, dues payable and/or termination of the contract for default.

8.24.3 If at any time during the performance of the contract, should the empaneled company encounter conditions having an impact on the timely delivery and performances of services, it shall promptly notify in writing the fact of the delay, its likely duration and its cause(s) to the HKRNL.

8.24.4 As soon as practicable, after receipt of the empaneled company's notice, the HKRNL shall evaluate the situation and may at its discretion extend the Consultant's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.

#### **8.25 Force Majeure:**

8.25.1 The successful empaneled company 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, the term Force Majeure means an event beyond the control of empaneled company and not involving the Consultant's fault and negligence and not foreseeable. Such events may include, but are not restricted to, acts of the HKRNL either in its sovereign or its contractual Capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

8.25.2 If a Force Majeure situation arises, the Consultant shall promptly notify the HKRNL in writing of such conditions and the cause thereof. Unless otherwise directed by the HKRNL in writing, the Consultant 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.

**8.26 Termination for Insolvency:**

The HKRNL may at any time terminate the contract by giving written notice to the empaneled company, without compensation to the empaneled company, if the empaneled company becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any other right of action or remedy which has accrued or will accrue thereafter to the HKRNL.

**8.27 Termination for Convenience:**

The HKRNL may by written notice sent to the successful empaneled company, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the HKRNL's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

**8.28 Applicable Law:**

The Contract shall be interpreted in accordance with the Indian Laws and shall be subject to the jurisdiction of Courts established under the Indian Laws. Any dispute / difference / claims between the parties arising out of or in connection with the provisions of this work order shall be referred to arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996. The parties shall mutually appoint the sole Arbitrator. The proceedings of such arbitration shall be conducted in English language and the venue of such arbitration shall be at Chandigarh. The award of such arbitration shall be final and binding upon both parties.

**8.29 Penalty**

If the progress of works assigned to the resources provided by the selected proposer(s) are found to be non-satisfactory or delayed at any point of time, HKRNL reserves the right to impose penalty @2.5% of phase-wise payment for each default. The sum total amount of all unpaid and paid penalties shall not exceed 10% of total cost of the project/ assignment. HKRNL reserves the right to recover any dues from any amount outstanding to the credit of the selected agency(ies), including the pending bills and/ or revoking the bank guarantee under this contract.

**8.30 Fraud and Corrupt Practices:**

The empaneled company and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection Process. Notwithstanding anything to the contrary contained herein, the HKRNL may reject the proposal without being liable in any manner whatsoever to the empaneled company if it determines that the empaneled company has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Selection Process.

Without prejudice to the rights of HKRNL, if the empaneled company is found to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, such empaneled company shall not be eligible to participate in any tender/ terms of reference issued by HKRNL during a period of 2 (two) years from the date such empaneled company is found to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.

For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) 'Corrupt practice' means

- (I) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process or
- (II) save and except as permitted, engaging in any manner whatsoever, whether during the selection Process or after the issue of the award of work order/ contract or after the execution of the contract, as the case may be, any person in respect of any matter relating to the Project or the award of work order/contract, who at any time has been or is a legal, financial or technical advisor of the HKRNL in relation to any matter concerning the Project;
- b) 'Fraudulent practice' means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the selection Process;
- c) 'Coercive practice' means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the selection Process;
- d) 'Undesirable practice' means
  - (I) establishing contact with any person connected with or employed or engaged by the Department with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
  - (II) having a Conflict of Interest; and
- e) 'Restrictive practice' means forming a cartel or arriving at any understanding or arrangement among empaneled companies with the objective of restricting or manipulating a full and fair competition in the Selection Process;

**LEGAL:**

- a) The successful empaneled company shall be responsible for compliance of all statutory provisions relating to Minimum Wages, Employees Provident Fund, Employees State Insurance, Goods and Services Tax and any other Laws/ Taxes/ Acts/ Rules etc. governing the matter/ issues etc. If at any point of time it is noticed that the successful empaneled company is not meeting out any procedures/ taxes/ Acts/ Rules under the above stated Acts, then that amount will be met out, from the Performance Security Deposit made by the empaneled company.
- b) The empaneled company shall also be liable for depositing all taxes, levies, Cess etc. on account of services rendered by it to the Department to concerned tax collection authorities from time to time as per the specified rules and regulations.
- c) The empaneled company shall maintain all statutory registers under the applicable laws. The empaneled company shall produce the same, on demand, to the concerned authority of the Department or any other authority under Law.
- d) The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax law and GST law, as amended from time to time and a certificate to this effect shall be provided to the empaneled company by the Department.
- e) In case, the empaneled company fails to comply with any statutory provision/ taxation liability under appropriate law and as a result thereof the Department is put to any loss, obligation, monetary or otherwise, the Department will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the empaneled company, to the extent of the loss or obligation in monetary terms.

## **Annexures**

### **Annexure I: Technical Proposal Covering Letter**

(Letter on the consultant's letterhead)

To  
Chief Executive Officer  
Haryana Kaushal Rozgar Nigam Limited,  
Plot no 101, Sec-12, Panchkula

Sub: Submission of technical proposal for appointment of Consultants for HKRNL  
Dear Sir,

With reference to the Terms of Reference (TOR), having examined and understood the requirements, instructions, terms and conditions forming part of the TOR, we hereby enclose our technical offer to provide services for the project as detailed in the TOR. We also confirm that the offer shall remain valid for a period of 6 months from the date of submission. We confirm that the offer is in conformity with the terms and conditions as mentioned in your referred TOR. We also understand that the HKRNL is not bound to accept the offer either in part or in full. If the HKRNL rejects the offer in full or in part, the HKRNL may do so without assigning any reasons thereof.

Yours Sincerely,

Authorized Signatories  
(Name, Designation, Contact No, Email and Seal of the Company)  
Place:  
Date:

## Annexure II: Empaneled Company/Agency Organization Profile

Sr. No.	Item	Details
1	Name of Company/Agency	
2	Company information	
3	Date of incorporation	
4	Postal address	
5	Telephone/Mobile and Fax number	
6	Name and designation of the authorized person along with mobile number	
7	Email address	
8	Office/Contact address	
9	Brief Profile	

### **Annexure III: Documents for Prequalification Criteria**

Documents to be provided as per requirements mentioned in clause 4.1 of Terms of Reference.  
(Letter of empanelment with HARTRON)

**Annexure IV:****Empaneled Company/Agency's project experience as per Sr. No A 1 to 4 of Table 4 of clause related to Evaluation Criteria of Terms of Reference**

Name of the Client (client name)	
Full Address of Client	
Brief Description of the scope of consultancy service provided (may attach a separate write up)	
Duration of assignment including start date and end date	
Approximate value of service (in rupees)	
Detailed description of the work undertaken	
Copy of LOI/ LOA/ WO/Agreement/ Contract	

**Annexure V:**

**CV of the proposed resources as per Sr. No B 1 to 4 of Table 4 of clause 4.6 (Evaluation criteria) of Terms of Reference**

S. No.	Category	Details
1.	Proposed Position	
2.	Name of the Firm	
3.	Name of the staff	
4.	Date of Birth & Nationality	
5.	Educational Qualification	
6.	Membership of Professional Associations	
7.	Other Training	
8.	Countries of Work Experience	
9.	Languages	
10.	Employment Record a) No of years of experience b) Relevant experience as per Table 3	
11.	Detailed tasks assigned	
12.	Project experience details	

**Annexure VI:**

Presentation on Approach and Methodology as per Sr. No C 1 of Table 4 of clause 4.6 (Evaluation criteria) of Terms of Reference

The description of approach and methodology, work plan for implementing the project including Sector specific policy note, database retrieval and analytics strategy along with technical presentation.

**Annexure VII:**

Other Documents to be submitted as per requirements of evaluation criteria

As per requirements mentioned in TOR

**Annexure VIII: Financial Proposal Format**

**FINFORM1: Cover Letter**

(Letter to the CEO, HKRNL on the empaneled company's letterhead)

To

Chief Executive Officer

Haryana Kaushal Rozgar Nigam Limited,

Plot no 101, Sec-12, Panchkula

Sub: Submission of financial proposal for appointment of Consultants for HKRNL

Ref No.:

Dear Sir,

With reference to the TOR, having examined and understood the requirements, instructions, terms and conditions forming part of the TOR, we hereby enclose our financial proposal to provide services for the project as detailed in the TOR. We also confirm that the prices offered shall remain fixed for a period of 6 months from the date of offer. We also understand that the HKRNL is not bound to accept the offer either in part or in full. If the HKRNL rejects the offer in full or in part, the HKRNL may do so without assigning any reasons thereof.

Yours Sincerely,

Authorized Signatory

(Name, Designation and Seal of the Company)

Place:

Date:

**FINFORM 2: Summary of Costs**

**Resource Wise Financial Quote**

**(Amount in Rs)**

<b>Sr. No</b>	<b>Name of the resource</b>	<b>Quantity</b>	<b>Man-Month Rate</b>	<b>GST</b>	<b>Total Cost</b>
1	Senior Consultant	1			
2	Consultant	2			
<b>Grand Total</b>					

Authorized Signatory  
(Name, Designation and Seal of the Company)  
Place:  
Date: