

REQUEST FOR PROPOSAL (RFP)
FOR
Engagement of a Technical Consultancy (TC) firm as Programme Management Unit (PMU) for Labour Department, Haryana

Issued on: 10.03.2022

Techno-Commercial Bid

On behalf of

Haryana Labour Department (HLD)

Labour Department Haryana, 30 Bays Building, Sector-17, Chandigarh-160017

Email id-
labourcommissioner@hry.nic.in

Disclaimer

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to bidders, verbally or in documentary or any other form by or on behalf of the Labour Department, Haryana (here forth referred to as HLD in this document) or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an invitation by the Employer to the prospective Agencies/Consultants or any other person. The purpose of this RFP is to provide interested bidders with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the bidder (Agency/consultant/ developer/ Supplier, etc.) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The HLD and its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution run just enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The HLD also accepts no liability of any nature whether resulting from negligence or otherwise, however cause arising from reliance of any bidder upon the statements contained in this RFP.

The HLD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Employer is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Consultancy and the HLD reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the HLD or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and the HLD shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process

Notice Inviting Tender (NIT)
e- Tender for Engagement of a Technical Consultancy (TC) firm as Programme Management Unit (PMU) for Labour Department, Haryana

The Labour Department invites proposals from reputed organizations with a proven track record of having a thorough understanding and good experience in providing Project Management Consultancy and Technical Support Services to the Labour Department for implementation of schemes/ services/ compliances.

N o.	Particulars	Details
1.	Name of the Client inviting RFP	Haryana Labour Department
2.	Address	Haryana Labour Department, 30 Bays Building, Sector-17, Chandigarh-160017.
3.	Date of issue of RFP	10.03.2022
4.	Last Date of receiving Queries	The queries, if any, in the RFP has to be mailed before 14.03.2022 end of the day before 05:00 PM to labourcommissioner@hry.nic.in
5.	Last date and Time for submission	21.03.2022 upto 02:00 PM
6.	Date and time of Opening of Technical Proposal	21.03.2022 upto 02:00 PM
7.	Technical Presentation	To be intimated later
8.	Time, Place and date for opening of the Financial Proposal	To be intimated to the eligible firms
9.	Estimated Cost of tender	Rs 1,00,00,000/-
10.	EMD	Rs 2,00,000/-
11.	Cost of RFP	Rs 2,000/-
12.	Method of Selection	Quality & Cost Based Selection (QCBS) procedure (Weightage: 80% Technical & 20% Financial)

The tender document can be downloaded from the website: <https://etenders.hry.nic.in>.

Interested bidders are advised to regularly visit the website in order to update themselves with regard to any change or additional information related to the tender.

Haryana Labour Department reserves the right to re-issue again/amend/cancel this tender, amend the

tentative schedule and critical dates of participating in the tender. It is the sole responsibility of prospective bidders to go through HARYANA LABOUR DEPARTMENT's website: <https://hrylabour.gov.in> from time to time for any updated information.

~ SD ~

Labour Commissioner
Haryana Labour Department

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1. Brief Background of HLD:

The Labour Department is responsible for the enforcement of various labour laws in which the appropriate government is the state government. These laws provide for basic working conditions, statutory terms of employment including welfare and also for maintenance of industrial relations. This involves other stakeholders' i.e. the employers and the employees. It is incumbent upon the labour department to not only ensure the implementation of labour laws in letter and spirit but also to maintain a balance in the industrial relation so as to ensure productivity and economic growth.

The primary objectives of HLD are:

- To implement labour laws for ensuring basic statutory working conditions and labour standards.
- To maintain and foster industrial peace and harmony.
- To ensure and promote industrial safety and health.
- To eliminate employment of all forms of child labour.
- To ensure social justice with productivity and growth of industry.
- To provide and promote labour welfare measures for enhancing the quality of life of the workforce.
- To create ever-improving conditions for women workers by following policies, which take into account their special needs at the work place.
- To continuously strengthen and facilitate the functioning of the Labour Courts for adjudication of industrial disputes and claims.

Instructions to Bidders

Introduction, terms and conditions

1. Haryana Labour Department issues this RFP for Engagement of a Technical Consultancy (TC) firm as Programme Management Unit (PMU) for Labour Department, Haryana
2. These instructions should be read in conjunction with information specific to the consulting services contained in the Notice inviting tender, Data Sheet and accompanying documents.
3. The Bidder is to submit Technical and Financial Proposal and selection shall be based on methodology specified in the Data Sheet.
4. The Bidder shall submit only one Proposal in its own name.
5. The Bidder shall bear all costs associated with the preparation and submission of its proposal and contract negotiation
6. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to award of the contract without thereby incurring any liability to the bidder
7. It is the responsibility of the bidder to ensure that the bids are submitted on time.
8. The HLD reserves the right to solicit additional information from Bidders. Additional information may include, but is not limited to, past performance records, lists of available items of work etc.
9. The HLD reserves the right to accept the whole, or part of or reject any or all bids without assigning any reasons and to select the Bidder(s) which, in the sole opinion, best meets the interest of the HLD.
10. The HLD reserves the right not to accept bid(s) from agency (ies) resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government investigating Agencies/Vigilance Cell.
11. All information contained in the TENDER, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared by the bidder with any other organizations/agencies.
12. No increase in the prices would be allowed during the contract period.
13. The duration of the Engagement of a Technical Consultancy (TC) firm as Programme Management Unit (PMU) for HLD will be for a period of 3 (Three) years from the date of signing of contract. Post the initial period of 3 (Three) years it may be extended for another 2 (Two) year based on performance and mutual agreement.
14. The details regarding eligibility criteria, scope of work, application procedures, selection methodology and other terms and conditions have been clearly stated in the RFP document that can be downloaded from the e-Procurement website i.e. <https://etender.hry.nic.in>
15. HLD shall deduct Income tax at source as per relevant income tax rules (TDS and GST TDS as applicable) and shall provide TDS certificate for the same to the respective agency(ies) as and when the work order is issued for respective projects thereafter.
16. For Hassle Free Submission of Bids , Please read instruction on [.https://etenders.hry.nic.in/](https://etenders.hry.nic.in/)

Disclosure

Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its Contract.

Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with

creditors, or of any other similar proceedings.

Bidder's must disclose if they or any of their sub-Bidders have been convicted of, or are the subject of any proceedings relating to:

A criminal offence or other serious offence involving the activities of a criminal organization, or where they have been found by any regulator or professional body to have committed professional misconduct;

Corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract, with HLD, any other donor of development funding, or any contracting authority; Failure to fulfill any obligations in any jurisdiction relating to the payment of taxes, etc.

Anti Corruption

A recommendation for award of Contract will be rejected if it is determined that the recommended Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases HLD will declare the Bidder and/or members of the consortium ineligible, either indefinitely or for a stated period of time, from participation in HLD -financed activities, and Bidders will be blacklisted by the HLD.

Blacklisting

The Company/Agency should not earlier be blacklisted or under sub-judice or pending litigation/action, suit, proceeding or investigation by any State/UT Government or Central Government/department/agency(ies)/any Indian tribunal in India from participating in bidding process

Only one Proposal

Bidders shall submit one bid only and if found that the bidder is participating thru joint venture/ consortium etc. with other companies also in the same tender. Then all of the bids submitted by him shall be liable to be rejected with further action against him.

Preparation of Proposals Language of Proposals

The Proposal and all related correspondence exchanged between the Bidder and the HLD shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

Cost of bidding

The Bidder shall bear all costs associated with the preparation and submission of its

Proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Instructions for submission of Proposal

These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Data Sheet and accompanying documents. Proposals must be received before the deadline of the tender. Proposals must be submitted online on or before the time specified in the tender document on the e-Procurement website <https://etenders.hry.nic.in>.

Documents comprising the Proposal

- Bidders shall submit the Technical proposal along with EMD and e-service fee
- The Technical Proposals will be opened at the date and time specified.

Submission instructions

The Bidder shall submit a proposal and use the appropriate submission sheets provided at the end of this RFP. These forms must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested.

Proposal Validity

Proposals shall remain valid for the period of 180 days in the Data Sheet commencing with the deadline for submission of Technical Proposal as prescribed by HLD.

A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by HLD.

In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Bidder may refuse the request. A Bidder granting the request shall not be required or permitted to modify its Proposal.

During the Proposal validity period, Bidders shall maintain the availability of experts nominated in the Proposal. HLD will make its best effort to complete negotiations within this period.

Format and Signing of Proposals

These instructions should be read in conjunction with information specific to the assignment contained in the Letter of Invitation, Data Sheet and other accompanying documents.

The Technical Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation and shall be attached to both the Proposals. The name and position of each person signing the authorization must be typed or printed below the signature. All pages of the Proposals, except for unnamed printed literature, shall be signed or initialized by the person signing the Proposals.

Any interlineations, erasures, or overwriting shall be valid only if signed or initiated by the person signing the Proposal.

Deadline for Submission of Proposals

Proposals must be submitted to the address specified and delivered on or before the time specified.

HLD may, at its discretion, extend the deadline for the submission of Technical Proposal by amending the RFP, in which case all rights and obligations of the Client and Bidders subject to the previous deadline shall thereafter be subject to the deadline as extended.

From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the HLD on any matter related to its Technical Proposal. Any effort by Bidders to influence the Client in the examination, evaluation and ranking of Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal.

Opening of Proposals

HLD will open Technical Proposals on the date and time specified in the RFP.

Evaluation of Proposals

Information relating to the examination, evaluation, comparison, and post-qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such processes until information on Contract award is communicated to all Bidders.

Undue Influence

Any attempt by a Bidder to influence HLD in the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions may result in the rejection of its proposal.

Clarification of Proposals

To assist in the examination, evaluation, comparison and post-qualification of

Proposals, HLD may, at its discretion, ask any Bidder for a clarification of its Proposal. Any clarification submitted by a Bidder that is not in response to a request by the HLD shall not be considered. The Client's request for clarification, and the response, shall be in writing. No change in the substance of the Proposal shall be sought, offered, or permitted, after the opening of Technical Proposals, except to confirm the correction of arithmetic errors discovered by HLD in the evaluation of the Proposals, if required.

Non-conformities, Errors and Omissions

HLD will correct arithmetical errors during evaluation of Technical Proposals on the following basis:

(a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the winning Bidder does not accept the correction of errors, its Proposal shall be disqualified.

HLD's right to accept any Proposal, and to reject any or all Proposals or re-issue the tender

HLD reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals or re-issue the tender at any time prior to Contract award, without thereby incurring any liability to the Bidders or onus on HLD.

Award of Contract Notification

Prior to the expiration of the Proposal validity period, HLD shall notify the successful Bidder, in writing, that its Proposal has been accepted. At the same time, HLD shall notify all other Bidders of the results of the bidding.

Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

Signing of Contract

Promptly after notification, HLD shall send to the successful Bidder the Contract and the Special Conditions of Contract. Pursuant to negotiations, the successful Bidder shall sign, date, and return the Contract, along with necessary supporting documents, to HLD. All formalities of negotiation and signing of contract will be completed within

twenty-one (21) days of notification of award.

Earnest Money Deposit (EMD)

Bidders shall submit along with the Proposal an EMD of INR 2, 00,000/- (Indian Rupees Two Lakh only) payable via Haryana e-procurement portal. The EMD of unsuccessful Bidders will be returned without any interest as promptly as possible on acceptance of the bid of the selected Bidder or when the bidding process is canceled by HLD.

The EMD shall be forfeited;

- If a Bidder withdraws its bid during the period of bid validity.
- In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this RFP document.

Security Deposit

The successful tenderer/ bidder shall be required to deposit Performance Security Deposit as per Provisions contained in Govt. of Haryana G.O. No. 2/2/2016-4I BII (2) dated 20-10-2016 as under:-

Sr. No.	Type of Firm/Enterprises	Value of Performance Security Deposit
1	Haryana based firms:- (i) # Haryana Based Micro and Small Enterprises (MSEs) (ii) Haryana based other firms/enterprises	(i) @0.2% of the order value or estimated value of Rate Contract (where maximum value of rate contract (RC) is indicated, it will be on the basis of the same) (ii) @2% of the order value or estimated value of Rate Contract (where maximum value of rate contract (RC) is indicated, it will be on the basis of the same)
2	Other States/ UTs based firms	@3% of the order value or estimated value of Rate Contract (where maximum value of rate contract (RC) is indicated, it will be on the basis of the same)
# Haryana based MSEs will be eligible for performance security deposit @ 0.2% who have filed SSI Certificate/EM Part-II/UdyogAadhaar Memorandum (UAM)/Udyam Registration in Haryana and who participate directly in the tendered/quoted items and offering to supply the entire Work/Supply Order by their enterprise. The conditions governing the above may kindly be seen in the notification dated 14.12.2020.		

The performance security in excess of the EMD already deposited can be submitted in the shape of Demand Draft/Call Deposit Receipt/Banker's Cheque payable at Chandigarh office within 15 days after agreement.

Price Fall Clause

The agencies will need to ensure that price charged for the services supplied under the tender by the agency shall in no event exceed the lowest price at which the agency provides the services of identical description to any other person/client during the period of contract and that the prices charged by the agency are not in any way higher than those quoted to or charged from the HLD or any other State Government or Government institutions

If at any time during the period of contract, the firm reduces the sale price of such services to any other department/person/client at a price lower than the price chargeable under the subject contract, the agency(/ies) shall forthwith notify such reduction to the HLD, and the price payable under the subject contract of services supplied after the date of coming into force of such reduction shall stand correspondingly reduced for services made or to be made under the subject contract.

Agency, if awarded works as per terms and conditions of the tender document to be issued at a later date will be required to give a certificate on their bills that the rates charged by them are not in any way higher to those quoted by them to any other department of State Government, etc., during the corresponding period. The Indenting Officer will also ensure that the requisite certificate is given by the concerned agency /firm on the bills before releasing their payments.

Payment terms, timelines and Deliverables

S.no	Particulars	Timeline	Payment
1	Signing of agreement between HLD and Bidder – Development Fees as Mobilization of team Advance	T + 2 days	10% of the quoted amount
2	Monthly Progress report	7.5% of the quoted amount *12	90% of the quoted amount to be divided equally and paid monthly

The agency shall raise an invoice with a monthly progress report to the committee.

The remaining 90% of the quoted amount shall be divided equally and invoiced on a monthly basis.

Note: - T= signing of agreement between both the parties

- a) In case there is a delay of 200% with respect to the given timeline or non-satisfactory performance of the service provider, the authority reserves the right to take action against the agency as deemed proper (such as cancellation of order, increase of penalty percentage etc).
- b) Penalty will not be applicable if the delay is not attributable to the agency
- c) Maximum penalty capping is 10% of the respective item.

Grievance Redressal Mechanism

Grievance Redressal Mechanism for participating Bidders/ Agencies shall be as per the details given below: -

A time bound Grievance Redressal Mechanism for dealing with the representations/ complaints/ letters of the participating bidders/ firms in the tendering process in the State Public Procurement will be governed by State Government Policy issued vide G.O No.2/2/2016-4I-B II of dated 25.07.2016 and as listed below:

(a) After the final scrutiny of the Technical Bids by HLD, the final status of the bidders being As per Notice Inviting Tender(NIT)/ Not as per Notice Inviting Tender (NIT) will be intimated to all the participating bidders/ agencies within two days of the approval of proceeding of the final Technical Committee for the said tender. The decision will be conveyed to the bidders/agencies electronically at their registered E-Mail ID/ Hard Copy.

(b) All the bidders/ firms who want to make any representation/ complaint against any issue related to their technical scrutiny of the bids may do the same within 5 working days (up to 05:00 P.M. of the Fifth Working day) of the date of issue of letter/ intimation regarding their As per NIT/ Not as per NIT status. They have to ensure that their communication is delivered/ reached within 5 working days and delay in postal will not be counted as a valid reason.

(c) HLD will examine the representation/ complaints so received from the bidders/ firms and take a final decision on the same within 5 working days. The five working days will be counted from 6th day to 10th working day of the total Grievance allotted duration of 10 working days.

(d) No representation/ complaint in whatsoever manner from the bidders/ firms will be entertained after the opening of Financial Bid.

(e) In case, some serious issue is observed during the examination of representation/ complaint of the bidder/ firm as in Para (c) above, the same may be finalized/ filed or if required may be brought to the notice of Labour Commissioner , Haryana labour Department during the finalization of the subject procurement.

Prevention of Cartel Formation

In case of evidence of cartel formation by the agencies/bidder(s), the EMD is liable to be forfeited along with other actions as are permissible to the Government like filing

complaints with the Competition Commission of India and/ or other appropriate forums, blacklisting, etc. In case an agency is black listed, it will be widely published and intimated to all Departments of Government and also to Govt. of India Agencies working in the State.

Description of Personnel:

The titles, agreed job descriptions, minimum qualifications and approximate period of engagement in carrying out the Services of each of the Consultant's Key Personnel are described in Eligibility Criteria.

Penalty for exit/replacement

- a) Replacement of personnel shall generally not be allowed during the contract period. The replacement of agreed personnel by the bidder will be allowed in the event of disability/death of the incumbent as reasons for replacement of personnel or in case of personal reasons for leaving the bidder organization by the individual with the present employer.
- b) In case of failure to meet the standards set for delivering the project, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the personnel without any penalty for replacement/exit.
- c) The replaced personnel will be accepted by the HLD only if he scores the same or more on the evaluation criterion mentioned in this RFP and is found suitable to the satisfaction of the HLD. The outgoing personnel should complete the knowledge transfer with the replaced personnel as per the satisfaction of the HLD. There shall be no gap in the replacement of the personnel.
- d) The penalty per personnel would be imposed if a personnel who has not resigned is removed from the project by the bidding agency.
 - (i) If removed within 3 Months : Rs. 1, 00,000/-
 - (ii) From 3 months to 6 Months- Rs. 50,000/-
 - (iii) Beyond 6 months- Rs 30,000/-
- e) In case of immediate replacement not being provided, a penalty of Rs. 1,000/-per working day per personnel will also be imposed till suitable replacement is provided.
- f) (In case of point d & e above, the replacement procedure will be as per the terms mentioned at point above).
- g) However, HLD is free to relieve any personnel at any time during contract period for reasons recorded in writing by serving 15 days advance notice.

The company will be liable to provide the suitable replacement as per the terms mentioned at point c above.

Termination

The failure on the part of the successful bidder to perform any of its obligations or comply with any of the terms of this RFP shall constitute an Event of Default on the

part of the successful bidder. The events of default as mentioned above may include, interlaid, the following:

1. The successful bidder has failed to perform any instructions or directives issued by the Haryana Labour Department which it deems proper and necessary to execute the scope of work under the RFP, or
2. The successful bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by HLD, despite being served with a default notice which laid down the specific deviance on the part of the successful bidder to comply with any stipulations or standards as laid down by HLD or ,
3. The successful bidder has failed to conform with any of the specifications as set out in the RFP or has failed to adhere to any amended direction, modification or clarification as issued by HLD and which HLD deems proper and necessary for the execution of the scope of work under this RFP;
4. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the successful bidder;
5. The successful bidder or its team has failed to comply with or is in breach or contravention of any applicable laws;
6. The successful bidder has failed to comply with any terms and conditions of this RFP;

In the event of any default by the successful bidder as stated above HLD will issue a Notice to the bidder in writing setting out specific defaults / deviances / omissions. The successful bidder will need to remedy the default/ deviances / omissions committed within thirty (30) days of the receipt of the notice to the satisfaction of HLD. In case, the successful bidder fails to remedy the default to the satisfaction of HLD, HLD will be entitled to terminate the Agreement in full or in part.

Force Majeure

Neither HLD nor the bidder will be in breach of the agreement if any total or partial failure by it of its duties and obligations is occasioned by any act of God, fire, floods, terrorist attacks, riots, political strikes or disturbance, stoppage of work due to governmental order/alert. If such reasons continue to prevent performance of either party's duties or obligations for a period of more than five (5) working days, the parties shall consult together for the purpose of agreeing what action should be taken.

Patents, Copyright & Intellectual Property Rights

Intellectual Property Rights for any software developed for this project shall lie with HLD. If a third party claims that a product/services delivered by the selected consultant to HLD infringes that party's patent or copyright, the selected consultant shall defend HLD against that claim at his expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by contractor, provided that HLD.

1. Promptly notifies the selected consultant in writing of the claim and
2. Allows the selected consultant to control, and cooperates with him in the defense and any related settlement negotiations

Limitation of the Liability

Limitation of liability for this engagement will be capped at 100% of the fees paid to the consultant.

Project Location, facilities, Duration & Resources

- The resources asked in this RFP are to be deployed full time as per the working calendar of HLD in its Chandigarh office.
- However, as per requirement these resources may travel to districts for better management and coordination work and the expenses for the same in Travel, Lodging Boarding for travel out of Chandigarh shall be reimbursed by HLD as per actual on submission of bills with supporting.
- Seating with stationeries and facilities like printer, table, chair, internet, papers, and cartridges shall be provided by HLD.
- A non-billable project director should be proposed by the selected bidder during the contract signing phase who shall be available for critical meetings and review of the project.

Terms of Payment:

All invoices are to be raised by the consultant on Monthly basis. The invoices submitted shall commensurate with achievement of the scheduled milestones of the Month and also the previous milestones. All invoices are deemed to be accepted unless disputed within 30 days from the receipt of the invoice by the client.

Bid Submission, Opening of Bids and Award of Contract:

1. The Bids shall be submitted online on Haryana e- procurement portal as per the Document.
2. A Bid Evaluation Committees will be constituted by the Labour Department for scrutinizing the bids received to determine whether they are complete and as per the bid notice. Offers from bidders not meeting the pre-qualification criteria will be rejected.
3. The Client shall be under no obligation to accept the lowest or any other response to the RFP received and reserves its right to reject all or any of the offers without assigning any reason whatsoever.
4. If any information and details furnished by the bidders are found to be false or any information withheld that comes to the notice at a later date, the proposal/offer of such bidder will be cancelled immediately and appropriate action would be initiated against the bidder
5. Bidder is required to furnish documentary evidences, to prove its credentials claimed, such as certification/ work order/ contract document/ information available in public domain/ from the client/ completion certificate where applicable)

Selection Procedure

Combined Quality and cost Based Selection (QCBS) method will be followed during the overall selection process. Financial bids of only technically eligible bidders shall be opened after the Technical evaluation.

Technical Evaluation

Detailed Parameters	Marks	Requirement
Organization Profile Average Annual Turnover of Bidder during the last 3 financial years. (FY 2018-19, FY 2019-20 and FY 2020-21) upto 3 cr :10 marks INR.3cr-5 cr : 15 marks More than 5 cr :20 marks	20	Audited Financial statements with Auditor's certificate (with CA's Registration Number/Seal) (FY 2018-19, FY 2019-20 and FY 2020-21)
Past Experience Prior experience (past 3 years) in working in a project in a State/ Central Government Organization / PSU -value of single work order More than 1 Cr upto 2 Cr - 10 marks -value of single work order More than 2 Cr - 20 marks	20	Work Orders/ Service Agreement or Completion Certificate from the client./ relevant certificate

<p>Technical Presentation</p> <p>Understanding of the project</p> <p>Approach and Methodology</p>	<p>25</p>	<p>Presentation</p>
<p>Proposed solutions for Effective implementation of Schemes</p>	<p>10</p>	
<p>Resource Profile</p>	<p>25 (bifurcation as below)</p>	
<p>Project Director / Team Leader</p> <p>B.E/B. Tech/MCA/MBA with minimum 8 years experience in working on implementation of varied projects in Govt/ PSUS/ Corporations/ International organizations.</p> <p>Experience 8 – 10 Years: (5 marks)</p> <p>Experience more than 10 Years: (8 marks)</p>	<p>8</p>	<p>relevant CV in the required format submitted duly attested</p>

<p>Procurement / Financial Management Expert</p> <p>MBA in finance/CA with working experience of 8 years (3 marks)</p> <p>Experience more than 8 years (6 marks)</p>	6	
<p>Program Management Expert (management and implementation of different schemes of Board & Cess Collection)</p> <p>Any Post Graduate with relevant experience of 7 years of experience.</p> <p>Working experience of minimum 7 years (2 marks)</p> <p>Experience more than 7 years (6 marks)</p>	6	
<p>Project Management Associate</p> <p>Any Post Graduate with working Experience of minimum 3 years (2 marks)</p> <p>Experience of more than 3 years (5 marks)</p>	5	

Evaluation of Technical Bid:

Weighted Technical mark (WT) will be given on the basis of the evaluation of the Technical Bid and based on the presentation delivered by the eligible bidder as per the Evaluation Criteria mentioned in the RFP. The presentation will be held as per the date mentioned in the data Sheet.

Bidder with A minimum of 80 marks as per the technical evaluation sheet shall be eligible for weighted Technical Marking

$$\text{Weighted Technical Mark (WT) =} \\ \text{(Bidder's actual Technical Score / Highest Technical Score) * 80}$$

Evaluation of Financial Bid:

For financial evaluation, the total cost indicated in the Financial Bid excluding all Taxes will be considered.

The Lowest financial bid will be allotted a financial mark of 100 marks. The financial marks of other Bidder(s) will be computed by measuring the respective financial bids against the lowest financial bid.

$$\text{Weighted Financial Mark (WF) =} \\ \text{(Lowest Financial Bid Amount / Bidder's Actual Financial Bid Amount) * 20}$$

Combined and Final Evaluation:

The composite mark is the sum of weighted Technical and Financial Marks. The ratio of **Combined Marks (TM) =**

$$\text{Weighted Technical Marks (WT) + Weighted Financial Marks (WF)}$$

Thus, the combined mark shall be out of a maximum of 100 marks. The responsive Bidder(s) will be ranked in descending order according to the marks, which is calculated based on the above formula. The highest-ranking Bidder as per the combined mark will be selected in this tender

Others:

Bidder is expected to examine all instructions, forms, terms, specifications etc. in the bidding documents. Failure to furnish the information required by the bid documents or submitting a bid not substantially responsive to the bid documents in every respect may result in the rejection of the bid.

The Labour Department reserves the right to:

- Change any condition including technical specifications even after inviting the proposals with/ without prior notification
- Modify the documents by amendment
- Extend the deadline for the submission of bids

About Labour Department, Haryana

The Labour Department is responsible for the enforcement of various labour laws in which the appropriate government is the state government. These laws provide for basic working conditions, statutory terms of employment including welfare and also for maintenance of industrial relations. This involves other stakeholders' i.e. the employers and the employees. It is incumbent upon the labour department to not only ensure the implementation of labour laws in letter and spirit but also to maintain a balance in the industrial relation so as to ensure productivity and economic growth.

OBJECTIVES

- To implement labour laws for ensuring basic statutory working conditions and labour standards.
- To maintain and foster industrial peace and harmony.
- To ensure and promote industrial safety and health.
- To eliminate employment of all forms of child labour.
- To ensure social justice with productivity and growth of industry.
- To provide and promote labour welfare measures for enhancing the quality of life of the work force.
- To create ever-improving conditions for women workers by following policies, which take into account their special needs at the workplace.
- To continuously strengthen and facilitate the functioning of the Labour Courts for adjudication of industrial disputes and claims.

MISSION

To work towards creating an atmosphere wherein both workers and management perform their legally laid down roles, which will, in turn, contribute to the economic growth of the State.

VISION

The Labour Department understands the needs of transparency and to minimize, wherever possible, to eliminate the discretionary powers of the officers in implementation of the Labour Laws. To achieve this vision, the Labour Department has formulated and published policies like Transparent Inspection, Self Certification and Third Party Certification. The delivery of Citizen Centric Services through e-service is going to help in harnessing the maximum benefits of these policies. The

Citizen Centric Services of the Labour Department have been brought under the ambit of the Right to Service Act, 2014 so that applicant gets his rightful service in stipulated time period.

Project Background

The HLD plans to engage a Project Management Unit (PMU) to professionally plan, help the department to execute and monitor the existing services/schemes/compliances. The Labour Department is responsible for the enforcement of various labour laws in which the appropriate government is the state government. These laws provide for basic working conditions, statutory terms of employment including welfare and also for maintenance of industrial relations. This involves other stakeholders' i.e. the employers and the employees. It is incumbent upon the labour department to not only ensure the implementation of labour laws in letter and spirit but also to maintain a balance in the industrial relation so as to ensure productivity and economic growth.

Scope of work

Scope of Work the Scope of Work (SoW) for PMU's mentioned below. This is indicative and PMU may have to perform the tasks beyond the SoW as assigned by HLD from time to time based on mutual acceptance.

The proposed PMU shall support HLD in:

Program Management

- General project/program management of existing schemes and programs of the department.
- Identification of project risks and mitigation strategy.
- Identification of implementation issues and assistance in resolution of the same.
- Status / progress reports.
- Assistance in implementation of a dashboard for showcasing target vs achievement of various schemes/benefits and its coverage.
- Preparing implementation guidelines as and when required during the contract tenure for various schemes of the department.
- Assisting in organizing campaigns drives for the department to achieve the objective.
- Providing support to the department in taking up innovations, planning and implementing pilots etc.
- Highlighting deviations, Issues in the schemes carried out by HLD in stipulated time period.
- Monitoring and maintaining Issue Tracker and keep on updating the status of all risks and issues from time to time.
- Defining the escalation mechanism for timely resolution of issues & risks.
- Creating a knowledge base of documents in the entire implementation of the services/schemes/compliances.
- Preparations of Relevant SOPs
- To assist the e-Governance system
- Assist in preparation of the database as instructions from the department.
- Reconciliation/Rectification in case of discrepancies is found in the information received from different sources.
- Periodic updating of information received/collected from the districts as well as from the different departments of the Government.
- Preparation RFPs/short tender quotation for service procurement for application development, maintenance, and infrastructure set up.

Envisaged role of the PMU:

- On behalf of HLD, undertake research and facilitate learning of stakeholders in all areas required.
- Liaise with other departments and other boards of the State in formulation and implementation of Plan of Action
- Become the knowledge resource centre by helping the HLD in identifying the best practices across the country and other countries.
- Help HLD in preparing the Annual Plans and the Budget.
- Preparing project reports/proposals for accessing funds from GoI, other funding organizations..Designing formats for DPR, MoUs/ Agreements/ Notices/ Reports/ Communications, wherever required.
- Drafting of Reports/ PowerPoint presentation and generating data of various forms/ kinds as per requirement of HLD from time to time.
- Co-coordinating Assessment & certification process
- Support counseling activities, awareness & guidance programs for the workforce in the unorganized sector.
- Plan and organize workshops and brainstorming sessions for the key stakeholders.
- Design parametric & framework to assess the performance of programs.
- Coordination of MIS activities of different stakeholders & resolution of their concerns/ issues, if any, from time to time.
- To incorporate modifications in existing MIS in facilitating additional modules and features as per requirement of HLD for improvement and better monitoring
- Monthly generation of MIS reports on physical and financial progress.
- Data analysis of parameters for assessing the progress & quality implementation of HLD services/schemes/compliances.
- Assist in implementation of Website content, MIS reports, Online forms, wherein the PMU is expected to provide inputs and assist designing structures.
- Support all initiatives with the objective of motivating the respective sector. PMU shall assist HLD in designing all the initiatives for the specified activities.
- Help HLD in communication campaigns and media relations for increasing the profile and image of schemes and activities and to communicate the achievements of HLD.
- Any other activity assigned by the department related to advancing the objectives, development and mandate of the HLD.

Annexure

Form 1- Covering letter

To

The Labour Commissioner,
Labour Department Haryana,
30 Bays Building, Sector 17, Chandigarh-160017

Dear Sir,

We, the undersigned, offer to set up the Programme Management Unit (PMU) for the Labour Department, Government of Haryana in accordance with your Request for Proposals dated _____. We are hereby submitting our Proposal,

We hereby declare that:

- A. All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client
- B. Our Proposal shall be valid and remain binding upon us for the period of time specified in the RFP
- C. We have no conflict of interest as stated in the RFP
- D. We meet the eligibility requirements as stated in RFP
- E. In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- F. Except as stated in the ITC & Data Sheet, we undertake to negotiate a Contract on the basis of the proposed key Experts. We accept that the substitution of Key Experts for reasons other than those stated in Technical Submission may lead to the penalty and or termination of Contract negotiations.
- G. Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated by the board

We understand that the Client is not bound to accept any Proposal that the Client receives.

Thanking You, Yours sincerely,

Authorized Signature {In full and initials}:_

Name and Title of Signatory: _

Name of Consultant (or company's name): In the capacity of: _

Address: _

Contact information (phone and email):

Form 2- Curriculum Vitae

Team Composition, Key Experts Inputs and CVs

{A brief description of the team composition including the agency's staff members assignments, roles and responsibilities, assignments and key expert's inputs in terms of time needs to be highlighted; page limit of 5}

Position Title and No. {e.g., K-1, TEAM LEADER }

Name of Expert: {Insert full name }

Date of Birth: {day/month/year }

Country of Citizenship/Residence :

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained }

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included. }

Period Employing organization and your title/position. Contact information for references

Summary of activities performed relevant to the Assignment

[e.g., May2015-

Present] [e.g., Ministry of, advisor/consultant to... For references: Tel...../ e-mail.....; Mr. , deputy minister]

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts: Reference to Prior Work/ Assignments that Best Illustrates Capability to Handle the Assigned Tasks

Expert's contact information: (e-mail....., phone)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

Name of Expert

Signature

Date

Name of authorized Signature
(Same who signs the Proposal)

Date Representative of the Consultant

Form 3 - Key Experts and Team Composition
Bidder's name: _____

S.No	Name of the Expert	Current Position	Proposed Position	Tentative Duration of contract with respective Team Expert

Authorized Signatory

Date
Name

Form 4 - Non Blacklisted Firm

I, authorized representative of _____, hereby solemnly affirm that the complete solution to accomplish the requirements of the RFP has been understood and has been factored in the documents submitted as a part of proposal/bid for "RFP Name _____"

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

Dated:

Signed & sealed: (Authorized representative of the firm)

Place: