



Haryana Building & Other Construction Workers' Welfare Board

Bays No. 29-30 (Pocket 2), Sector 04- Panchkula, Haryana-
134112 Website: <https://hrylabour.gov.in/>

E-TENDER

For

**Selection of Agency for Design, Development and Maintenance for a
Cess Receipt Portal and Service**

For

**Haryana Building & Other Construction Workers Welfare
Board, Panchkula**

LAST DATE FOR SUBMISSION OF BID: 09.03.2023 (up to 05:00 PM)

Haryana Building & Other Construction Workers' Welfare Board

Bays 29-30 (Pocket 2), Sector-4 Panchkula,

Haryana- 134112 Website: <https://hrylabour.gov.in>

E-Tender for Selection of agency for design, development, and maintenance for a Cess Receipt Portal

For Haryana Building & Other Construction Workers Welfare Board, Panchkula.

Tender Name/Title - Tender for selection of agency for IT work. The amended tender document is as under: -

Tender Reference	Haryana Building & Other Construction Workers Welfare Board, Panchkula
Tender Website	https://etenders.hry.nic.in
Date of e-tender	24.02.2023
Doubts and queries regarding Tender document should be sent by e-mail to hbocwwb@gmail.com	28.02.2023 (up to 04:00 PM)
Last date and time for submission of bids	09.03.2023 (up to 05:00PM)
Time and date of opening of Technical Bid	10.03.2023 (at 12:00 Noon)
Place of opening of bids	O/o Labour Department, Haryana 30 Bays building, Sector17- Chandigarh
Technical Presentation	To be intimated later
Opening of financial bids	To be intimated later
Address for communication	HBOCWBB, Bays No. 29-30 (Pocket 2), Sector 04- Panchkula, Haryana- 134112
Cost of the Tender Document	Rs. 1000/- + GST
EMD*	Rs. 2,00,000/-
Estimated cost of the tender	Rs 1,00,00,000/-
Method of Selection	Quality & Cost Based Selection (QCBS) procedure (Weightage: 80% Technical & 20% Financial)

The tender document can be downloaded from the e-procurement 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.

HBOCWW Board 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.

Secretary

Haryana Building and Other Construction
Workers Welfare Board, Panchkula

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 Building & Other Construction Workers' Welfare Board (here forth referred to as HBOCWW Board 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 read souses 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 wider angel of matters, some of which depends up on 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 HBOCWW Board 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 HBOCWW Board also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder up on the statements contained in this RFP.

The HBOCWW Board 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 HBOCWW Board 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 HBOCWW Board 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 HBOCWW Board shall not be liable in any manner what so ever 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.

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RFP PART-I: Notice Inviting Tender

E-TENDER for Selection of agency for design, development and maintenance for a Cess Receipt Portal for Haryana Building & Other Construction Workers Welfare Board, Panchkula.

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 relations as to ensure productivity and economic growth.

Under Labour Department - Building & Other Construction Workers' Welfare Board [hereinafter referred to as the "HBOCWW Board"] provide health and welfare measures for the workers engaged in building and other construction works.

Building and other construction workers are one of the most numerous and vulnerable segments of the unorganized labour in India. The building and other construction works are characterized by their inherent risk to the life and limb of the workers. The work is also characterized by its casual nature, temporary relationship between employer and employee, uncertain working hours, lack of basic amenities and inadequacy of welfare facilities. That is why; a need has been felt for a comprehensive statute for regulating their safety, health, welfare and other conditions of service.

The main source of income of the Board is by levy of 1% cess (as per Central Government notification) on the construction cost from the employers that includes Govt., Public Sector, Private or Individual Employers.

OBJECTIVES

HBOCWW Board was constituted under section 18 of the Building and Other Construction Workers (RE & CS) Act, 1996 and aims to:

- Provide immediate assistance to a beneficiary in case of accident.
- Make payment of pension to the beneficiaries who have completed the age of sixty years.
- Sanction loans and advances to a beneficiary for construction of a house not exceeding such amount and, on such terms, and conditions as may be prescribed.
- Pay such amount in connection with premia for Group Insurance Scheme of the beneficiaries as it may deem fit.
- Give such financial assistance for the education of children of the beneficiaries as may be prescribed.
- Meet such medical expenses for treatment of major ailments of a beneficiary or, such dependent, as may be prescribed.
- Make payment of maternity benefit to the female beneficiaries.
- Make provision and improvement of such other welfare measures and facilities as may be prescribed.

VISION

The Board understands the needs for implementing a portal for the Building Plans Approval Agencies involved in Cess collection:

- To collect all essential details regarding the construction project
- To ascertain the value of the construction project
- Creation of robust database
- To reconcile the receipt from various agencies with actual Bank Receipts

The proposal/bids are invited from credible professional agencies/firms, forth is purpose. The scopes of works to be taken by the agencies have been broadly spelt out in RFP.

Procedure, Terms & Conditions

- ❖ It is the responsibility of the bidder to ensure that the bids are submitted on time.
- ❖ The HBOCWW BOARD 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.
- ❖ The HBOCWW BOARD 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 HBOCWW BOARD.
- ❖ The HBOCWW BOARD 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.
- ❖ 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.
- ❖ All ready-made items will be IP of the bidder. Any custom implementation and development will be IP of the department/ HBOCWW BOARD
- ❖ No increase in the prices would be allowed during the contract period.
- ❖ HBOCWW BOARD 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.

RFP PART-I: SECTION-I SHORT TERMS & DEFINITIONS

1. The words "HBOCWW BOARD", "Client", or "Employer" mentioned in the RFP shall mean explicitly/implicitly, Building & Other Construction Workers' Welfare Board represented through its Labour commissioner and shall also mean other official(s) concerned of HBOCWW BOARD formally or informally declared/advised/instructed by Labour commissioner to act and perform the duties of HBOCWW BOARD on behalf of, Labour commissioner" for any parts(s)/Portion(s) of the work or for the whole work. The word, HBOCWW BOARD shall also mean the various committees of HBOCWW BOARD.
2. "Govt." or Govt. of Haryana or any other Dept." Or its subordinate functionaries/organizations/agencies mentioned in this RFP shall have the same meaning, implication and power to intervene in this work as understood/implied from the corresponding clauses of this RFP where the above terminologies appeared/mentioned.
3. After the tender is finalized and accepted the words/expression; selected bidder, selected consultant, selected agency, consultant, Consultant, Successful bidder mentioned in this RFP shall have the same meaning and shall, ordinarily, mean/be understood as "agency/consultant".
4. The words, contract, Contract, Agreement, agreement appearing in this RFP shall mean agreement.
5. The words, "work", "Work" and "works" shall have the same meaning unless otherwise mentioned in this RFP and it includes the deliverables by the agency during the defect liability period of 365days from the date of completion of the original works.
6. Clarification(s) on other terminologies, if any required, shall be issued as and when necessary.

Introduction

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.

Under Labour Department Building & Other Construction Workers' Welfare Board [hereinafter referred to as the "HBOCWW Board"] provide health and welfare measures for the workers engaged in building and other construction works.

Building and other construction workers are one of the most numerous and vulnerable segments of the unorganized labour in India. The building and other construction works are characterized by their inherent risk to the life and limb of the workers. The work is also characterized by its casual nature, temporary relationship between employer and employee, uncertain working hours, lack of basic amenities and inadequacy of welfare facilities. That is why; a need has been felt for a comprehensive statute for regulating their safety, health, welfare and other conditions of service.

The main source of income of the Board is by levy of 1% cess (as per Central Government notification) on the construction cost from the employers that includes Govt., Public Sector, Private or Individual Employers.

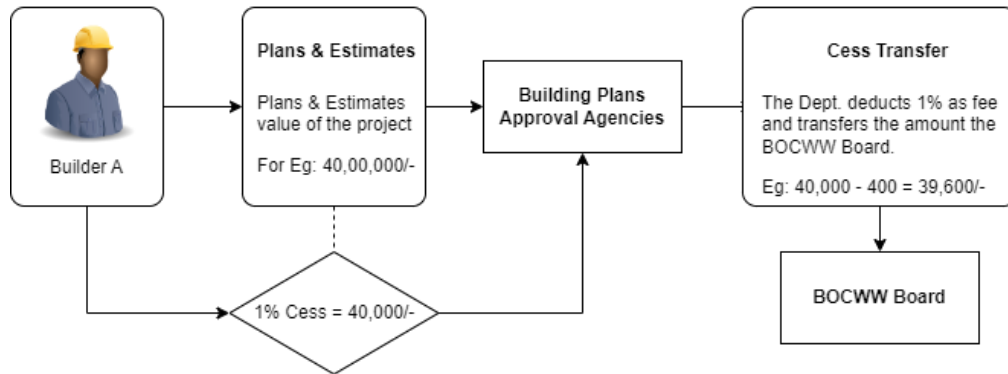
OBJECTIVES

HBOCWW Board was constituted under section 18 of the Building and Other Construction Workers (RE & CS) Act, 1996 and aims to:

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- Pay such amount in connection with premia for Group Insurance Scheme of the beneficiaries as it may deem fit.
- Give such financial assistance for the education of children of the beneficiaries as may be prescribed.
- Meet such medical expenses for treatment of major ailments of a beneficiary or, such dependent, as may be prescribed.
- Make payment of maternity benefit to the female beneficiaries.
- Make provision and improvement of such other welfare measures and facilities as may be prescribed.

CHALLENGES

BOCWW charges 1% cess on construction cost from the employers that includes Govt., Public Sector, Private or Individual Employers. For Example – If Builder A, want to build a "Mall". The Builder A has to pay 1% of the project cost showcased/estimated in the plans when submitting to the assigned Building Plans Approval Agencies. In Haryana, the Building Plans Approval Agencies also collects the cess on behalf of BOCWW when Builder A is submitting the Cost estimates and plans. Later Building Plans Approval Agencies transfers the amount to BOCWW. As fee the Building Plans Approval Agencies may charge a 1% fee for facilitating the transaction.



Detailed Scope of Work

1. Design, Development & Implementation of a Mobile Friendly Web based System and Web Services for Departments / Agencies involved in Cess collection on behalf of HBOCWWB

A unified online system for tracking payments from various agencies that provide the HBOCWWB with a more efficient and effective way to manage its financial transactions and helps improve the accuracy and transparency of all Cess related financial activity.

This will include a system for the Departments / Agencies (Including Railways, NHAI, Defence, RO etc.) involved in Cess collection for sharing all the essential details regarding relevant construction projects (As per Act) in Haryana. The Portal should be available on mobile devices with its Hybrid interface that can be used as a mobile website which are easier and faster to develop & require less maintenance. The system should be capable of [The Proposed System should be designed to be responsive and should automatically adapt to a layout specifically optimized for the screen size that the user is using.]

1. Software Requirement Study: The agency shall study in detail the requirements of the services, portal mentioned below.
2. Standard Payment Web-service:
 - a. The proposed standard web-service which shall not be changed or modified for multiple users will keep track of all payments made by the Departments / Agencies such as Town Planning Department or Municipal Corporations etc. on their online portals or offline Applications towards BOCWW by integrating with the proposed Web Service.
 - b. The process may include:
 - i. The respective agency portals receive the amounts as they are doing as on date.
 - ii. All Agencies will extend their existing portals by integrating with the newly proposed service.
 - iii. Upon successfully receiving payment Agency Website in real-time shares the Builder details, project details, estimates and receipt of Cess by creating a service on their part to integrate with proposed service.
 - iv. Agency receives the notification for successful information exchange.
 - v. Security measures to ensure the confidentiality and integrity of financial information.
3. Alternate System for Departments / Agencies
 - a. The proposed System will have the following functionalities:
 - i. A Login Page for authorized users with access to concerned Department / Agency.
 - ii. A section to view all past project and payment details entered via the said System or via the above-mentioned Web-Service

- iii. A form to enter and upload relevant information regarding the Builder details, project details, estimates and receipt (To be used by agencies without a Portal for real-time integration)
4. BOCWW Accounts Module
 - a. A Login Page for authorized BOCWW users only.
 - b. Accounts Tracking for Cess Collection as per points 2,3 mentioned above
 - c. Reconciliation and Reporting Module for points 2,3 mentioned above
5. Report for Total financial inflows - overall level of financial inflows received by the HBOCWWB over a given period (i.e., monthly, quarterly, annually)
 - i. Report for Financial inflows by source: Track the financial inflows received from specific agencies.
 - ii. Report for Financial inflows by projects: Track the financial inflows received for specific projects and builders.
 - iii. Form to manually reconcile payments received in designated bank account with payments received via System (2.a.3) or Web Service (1.a).
 - iv. Allow HBOCWWB authorized user to manually enter and track information on payments [Cess] received in HBOCWWB bank accounts, including the amount, date, and source of the payment. It would also allow HBOCWWB to match payments to specific projects and to track the status of payments (e.g. pending, processed, etc.)
 - v. Report for Agency Wise pending payments yet to be received.
 - vi. Report for duration for pending payments yet to be received.
 - vii. View detailed data with filtering based on Agencies / Already reconciled Amounts / Date range etc.
6. Workflow with Maker and Checker: The reconciliation form is reviewed and approved by another authorized user to ensure that process was conducted correctly.
7. Payment information: A summary of the total amount of payments received by the department, broken down by agency and builder. This might include the number of payments received, the total amount, and any outstanding payments that have not yet been received.
8. Building project information: A list of all the building projects that have been approved or are currently under review, grouped by agency and builder. This might include information such as the project name, location, date of approval, and status.
9. Preparation of Manuals/Guidelines/SoPs: The agency shall prepare the software related user manuals, handbooks, specific guidelines, standard Operating procedures etc. for various stakeholders i.e. Employers, Departments, HBOCW, Labour Department, cess collectors, cess assessors etc.
10. Online Ticket Management System: The agency shall develop an online Ticket management system to address the grievances, Feedback, queries, and portal related issues.
11. Scope of future Readiness: The portal or application developed by the agency shall be on latest technologies.

RFP PART-I: SECTION-III

Qualification Criteria

a. Pre-qualification Criteria

S.N O	Pre- Qualification criteria	Supporting document
1	The Bidder should be: - A Company Registered under Companies Act, 1956 or a partnership firm registered under LLP Act, 2008. - Should have been operation for the last three [3] years in India as on the date of publishing of RFP notice.	Copy of Certificate of Incorporation. Copy of GST Registration Certificate. Copy of PAN.
2	The Bidder should have consolidated average annual turnover of Rs. 5 Crores during for 3 financial years i.e. (FY 2019-2020, FY 2020-2021 & FY 2021-2022)	Audited Financial statements for the last three financial years and Certificate from the statutory Auditor / Chartered Accountant. Copy of audited Profit & Loss Statement. For FY2021-22 provisional statements can be submitted
3	The Bidder should have valid PAN and GST Registrations	Submit copy of PAN card and GST Registration.
4	The Bidder should not have been blacklisted by any Government Department / PSU within India	Submit an undertaking on Bidder Organization's letterhead.
5	The Bidder should have a minimum Employee strength of at least 25 employees on its rolls at the time of bidding.	Submit an undertaking by the authorized HR official on Bidder Organization's letter head.
6	The Bidder must have successfully completed at least 3 e-Governance projects for any Government Department / Government Agency / PSU in India during last 5 years and value specified below.	Copy of Work Order AND Project Completion Certificate dully issued by competent authority. OR CA Certificate as proof of payment
7	The Bidder must have a valid ISO 9001 Certification	Copy of valid certificates
8	Tender e-service fee	Scanned copy to be submitted online
9	Tender EMD	Scanned copy of payment acknowledgement to be submitted online

NOTE:

1. Relevant documents as specified above need to be attached.

2. Proposals not conforming to the above requirements shall be rejected.
3. Bidder means Single Bidder or a Consortium of up to 2 companies
4. In case of consortium, both bidders will submit relevant documents and Lead Bidder will provide consolidated self declaration for each point as required.
5. All Technical / Financial Criteria can be met by either members of the consortium

Besides above following need to be ensured:

- EMD is as per requirement.
- e-service fee as per requirement.
- Annexure and forms

b. Technical Eligibility

The bidders will be evaluated based on mentioned eligibility criteria.

S No	Parameter	Max. Marks	Required Document
1	The Bidder should be an established IT system Integrator in India and should have implemented at least one project involving system integration / implementation, software development/platform customization and operations & maintenance components in the Government Sector / PSUs in India with order value Rs. 1 Crore during last 5 years ((Running O & M) will be considered)). 1 Cr- 2 Cr- (5 Marks) Above 2 Cr- (10 Marks)	10	Copy of Work Order AND Project Completion Certificate dully issued by competent authority. OR CA Certificate as proof of payment
2	Organization Profile Average annual turnover of Rs. 5 Crores during for 3 financial years i.e. (FY 2019-2020, FY 2020-2021 & FY 2021-2022) Minimum 5 Cr- (5 Marks) More Than 5 Cr- (10 Marks)	10	Audited Financial statements with Auditor's certificate (with CA's Registration Number/Seal) (FY 2019-20, FY 2020-21, and FY 2021-22)
3	The Bidder has a valid SEI CMMI Level 3 or above certification	10	Copy of valid certificates and Screengrab from SEI website.
4	Technical Proposal Proposed Solution, Implementation Approach and Methodology, Project Plan, Proposed Team & Timelines	30	Presentation/documents elaborating the plan and approach.
5	Technical presentation	40	Understanding of the project Task Management Risk Management Approach and Methodology Features and solutions
	Total Points/Marks	100	

NOTE:

1. Relevant documents as specified above need to be attached.
2. Bidder means Single Bidder or a Consortium of up to 2 companies

3. In case of consortium, both bidders will submit relevant documents and Lead Bidder will provide consolidated declaration for each point as required.
4. All Technical / Financial Criteria can be met by either members of the consortium

Any condition of the Bidders sent along with the bids, if any, shall not be binding on HBOCWW BOARD and liable to be rejected. Bids will be evaluated by an Evaluation Committee formed by HBOCWW BOARD.

Technical Bid Evaluation

Only those Bidders who have fulfilled the pre-qualification criteria will be evaluated further. The cut-off marks for short-listing based on the technical evaluation is 80 of total marks. Based on the bid evaluation, only technically qualified Bidders scoring equal to or more than cut-off marks shall be short-listed for further process. If less than two Bidders qualifies the technical evaluation, the authority at its discretion may relax the norms for technical evaluation.

Note:

- a) The documents required as proof for technical marking must be submitted as client citations or work orders or letter of declaration signed by the client or Contracting Agency.
- b) Bidder should give presentation (approx. duration of 15 Minutes) online with respect to above technical evaluation criteria after opening of the Technical Bid.
- c) The tender evaluation committee reserves right to visit bidder's customers where such similar project execution has taken place.
- d) Note: Location of implementation and training will be Chandigarh / Panchkula

Shortlisting Process:

Scores obtained by agencies against above criteria shall be prepared from the highest score to the lowest; and all those technically qualified shall be declared eligible for opening of financial bids. The same shall be intimated via e-mail or personal contact for opening of the financial bids.

Final Evaluation

- Bidder who scores equal to or more than 80 marks in Technical Qualification will qualify for the Financial Evaluation.
- Final evaluation shall be done on "Quality & Cost Based Selection" method (QCBS).
- A composite score shall be calculated for technically qualified bids only. The weightage for the composite evaluation shall be awarded as below: -
 - Technical-80%
 - Commercial-20%
- Bidder with the highest final Score (FS1) ($\text{Final Score} = \text{TS} * 0.80 + \text{CS} * 0.20$) will be considered as successful bidder (rounded off to 2 decimal places).
- In case of a tie in the final score, the bidder having highest technical score will be considered eligible for award of contract
- Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

Period of Contract

The period of Completion of the Project is for 7 months. However, Building & Other Construction Workers' Welfare Board reserves the right to extend the contract for another 24 months beyond 7 months.

Project Duration

Project Implementation Period	6 Months + 1 Month Defect Period
Optional Manpower rates submitted [Post Implementation] – Submit Form 12	

Rates – Support & Maintenance

The Bidder should provide rates to HBOCWWB for Optional manpower as mention in resources required for **support, maintenance and change requests** (if any), post implementation

- The Bidders must submit rates for the **support, maintenance and change requests** for the solution (Selection as per departments discretion) - Submit Form 11
- The rates will be valid for 24 months
- Scope not defined in the RFP document will be considered a change request
- The rate should be lowest among all the Bidders. The Successful bidder will be given the opportunity to match the L1 for the support manpower rate contract.

Optional Resources Category

Sno	Manpower	Location	Experience & Education Qualification
1.	Project Manager	Onsite	<ul style="list-style-type: none">▪ 8+ Years of Work Experience▪ BE/B-Tech/Postgraduate with 60% marks AND/OR Master's (or) PG diploma in Data Science or computer science or related discipline
2.	Sr. Software Engineers	Offsite	<ul style="list-style-type: none">▪ 4+ Years of Work Experience▪ BE/B-Tech/Postgraduate with 60% marks AND/OR Master's (or) PG diploma in Data Science or computer science or related discipline
3.	Sr. Platform / System Admin	Offsite	<ul style="list-style-type: none">▪ 4+ Years of Work Experience▪ BE/B-Tech/Postgraduate with 60% marks AND/OR Master's (or) PG diploma in Data Science or computer science or related discipline
4.	Sr. Database Developer	Offsite	<ul style="list-style-type: none">▪ 4+ Years of Work Experience▪ BE/B-Tech/Postgraduate with 60% marks AND/OR Master's (or) PG diploma in computer science or related discipline

Negotiations

Negotiations, if needed, from agencies once empaneled for executing the tasks/projects as desired by HBOCWW BOARD at pretenders issued at later dates during the tenure of this contract, shall be as per the Haryana State government policy No. 2/2/2010-4-IB-II dated 16th June 2014 as amended from time to time. The said policy document is available at the following url: [http://dsndharyana.gov.in/en-us/Purchase/Rules-instruction-and-procedure/ Instructions/Policy-guidelines-for-procurement-of-Stores-Goods-and-Turnkey-Contracts-negotiation-regarding](http://dsndharyana.gov.in/en-us/Purchase/Rules-instruction-and-procedure/Instructions/Policy-guidelines-for-procurement-of-Stores-Goods-and-Turnkey-Contracts-negotiation-regarding). Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted by the Agency.

RFP PART-I: SECTION-IV

General Conditions of the RFP/Contract

1. GST number required: The bidder should have a valid GST number. Failure to comply with this instruction shall render his/ her / there in complete and shall be rejected with other punitive action against the said as deemed fit by HBOCWW BOARD. In any change or amendment made by the Government will be applicable according to the instructions.
2. Incomplete Tender(s) and Seeking Clarification(s): Tenders received in incomplete shape or found incomplete during evaluation of the bids, are liable for rejection. However, during evaluation if felt necessary by HBOCWW BOARD that, further clarification(s) is/ are required on any document(s) submitted by any bidder(s) then HBOCWW BOARD may, at its sole discretion, resort to any procedure(s) deemed fit and by assigning reasonable time(s), as HBOCWW BOARD may decide just & proper for completion of the procedure(s). The result(s) of this/these time bound pursuit(s) shall have bearing(s) upon further evaluation/finalization of the corresponding tender(s) of the bidder(s) or on the tender for the work.
3. No Claim for Bidding/Cancellation of Tender, etc.: No claim shall be entertained towards any expenses made by any bidder for submission of the tender in case of cancellation/rejection/ acceptance/withdrawal of the tender.
4. Understanding the RFP before Bidding: The agencies shall be deemed to have satisfied themselves before tendering as to the correctness and sufficiency of his tender for the works necessary for the proper completion and commissioning of the works. The tender(s) containing extraneous condition(s) are liable for rejection.
5. Period of contract: The period of contract shall be for 7 months from the date of signing of contract which will include 1 month of support. BOCWW may take support manpower on agreed rates on same Terms & Conditions for maximum of further 2 years subject to satisfactory performance to be reviewed annually.
6. HBOCWWB will be responsible to coordinate with all Departments / Agencies involved in Cess collection and other stakeholders. Vendor will only be responsible to provide Technical Support and Documentation.
7. In case the web service integration with Departments / Agencies involved in Cess collection is not completed within the project timeline due to reasons not attributable to the Vendor, but the UAT for the same along with 3rd Party Security Audit is completed by the Vendor, the project execution phase will end.
8. In case of point (7) mentioned above, vendor shall provide one month of additional support during the project handover period within which, BOCWW will decide on the manpower for extended support based on the manpower price discovered.
9. The successful bidder(s) shall execute an agreement/contract for the fulfilment of the contract on Rs.100/- non-judicial stamp paper in the format enclosed, within ten days from the date of issuance of work award letter on acceptance of the tender. The incidental expenses of execution of agreement/contract shall be borne by the successful bidder.
10. The conditions stipulated in the agreement/contract should be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the HBOCWW BOARD and forfeiture of security deposit with HBOCWW BOARD.
11. Black Listing:
An agency may be blacklisted for:-
 - a) Misbehaviour/threatening of Departmental & supervisory officers during execution of work/tendering process.
 - b) Involvement in any sort of tender fixing/cartelization.
 - c) Constant non- achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
 - d) Persistent and intentional violation of important conditions of contract.
 - e) Security consideration of the State i.e., any action that jeopardizes the security of the state.
 - f) Submission of False/fabricated/forged documents for consideration of a tender.

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.

12. Force Majeure:

Neither the agency nor HBOCWW BOARD shall be considered in default in delayed performance of its obligation if such performance is prevented or delayed because of work to hostilities, revolution, civil commotion, epidemic, pandemic, accidental fire, cyclone, flood, earthquake or because of any law-and-order proclamation, regulations or ordinance of the Government thereof or because of an act of God or for any cause beyond reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations due the aforesaid a state of force majeure lasting continuously for a period of 6 months, the two parties may consult each other regarding the further execution of the contract for mutual settlement.

13. Jurisdiction for Legal Dispute:

That for the purpose of jurisdiction in the event of issue, if any, the contract should be deemed to have been entered in front of Secretary/Labour commissioner, HBOCWW BOARD will be final authority to resolve the dispute. All disputes will be settled within the jurisdiction of the Head Quarters of Labour commissioner, Building & Other Construction Workers' Welfare Board, Haryana.

It is also a term of the contract that the contractor shall not stop the work under this contract and work shall continue as expected to continue whether the arbitration proceedings have commenced or not.

Subject to as aforesaid, the provision of the Indian Arbitration Act, 1996 and any statutory modifications or re- enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

14. Use of Confidential Information

The Agency may be given access to Confidential Information from HBOCWW BOARD in order to perform its obligations under this agreement. The Agency shall:

- a. Use the Confidential Information of HBOCWW BOARD only for purposes of complying with its obligations under this Agreement and, without limiting the generality of the foregoing, shall not, directly or indirectly, deal with, use, exploit or disclose such Confidential Information or any part thereof to any person or entity or for any purpose whatsoever (or in any manner which would benefit any 3rd party including any competitor of HBOCWW Board) except as expressly permitted hereunder or unless and until expressly authorized in writing to do so by HBOCWW Board
- b. Use reasonable efforts to treat, and to cause all its officers, agents, servants, employees, professional advisors and contractors and prospective contractors to treat, as strictly confidential, all Confidential Information. In no event shall such efforts be less than the degree of care and discretion as the Agency exercises in protecting its own valuable confidential information. Any contractors engaged by or prospective contractors to be engaged by the Agency in connection with the performance of the Services shall be required to assume obligations of secrecy equal to or greater than the obligations that the Agency has assumed in this Agreement with respect to the Confidential Information
 - i. not, without the prior written consent of HBOCWW BOARD, disclose or otherwise make available HBOCWW BOARD's Confidential Information or any part thereof to any party other than those who need to know the Confidential Information for the purposes set forth herein;
 - ii. not copy or reproduce in any manner whatsoever the Confidential Information of HBOCWW BOARD or any part thereof without the prior written consent of HBOCWW BOARD, except where required for her own internal use in accordance with this Agreement
 - iii. promptly upon the request of HBOCWW BOARD, return and confirm in writing the return of all originals, copies, reproductions and summaries of Confidential Information or, at the option of HBOCWW BOARD, destroy and confirm in writing the destruction of the Confidential Information;
- c. The obligations of confidentiality contained in this Agreement are intended to survive the termination of this Agreement.

RFP PART-I: SECTION-V

Instructions to Bidders (ITB)

Conflict of Interest

In the event of a conflict of interest, the Bidder is required to obtain confirmation of 'no objection' from the Building & Other Construction Workers' Welfare Board in order to bid.

Conflict of interest exists in the event of:

1. The supply of services, equipment or works whose specifications were prepared by the Bidder (individuals and organization's);
2. The successor to a previous assignment executed by the Bidder (e.g., implementation of a project for which the Bidder has conducted a feasibility assessment);
3. Conflicting assignments, typically monitoring and evaluation/environmental assessment by the implementation Bidder;
4. Bidders, suppliers or contractors who are filling, or whose personnel or relatives are filling a post with HBOCWW BOARD e.g., advisory role, team leader;
5. Bidders, suppliers or contractors (individuals and organization's) who have a business or family relation with a HBOCWW BOARD staff member directly or indirectly involved in the preparation of the RFP, specifications, related recruitment or supervision, and Practices prohibited under the anti-corruption policy of the Government of India, the Government of Haryana or Building & Other Construction Workers' Welfare Board.
6. Self-attested 'Form 5 - Conflict of Interest' on company's letter head to be provided with the bid.

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 black listing) 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.

Bidders 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 HBOCWW Board, any other donor of development funding, or any contracting authority; Failure to fulfil 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 HBOCWW Board will declare the Bidder ineligible, either indefinitely or for a stated period of time, from participation in HBOCWW BOARD-financed activities, and Bidders will be blacklisted by the HBOCWW BOARD.

Preparation of Proposals Language of Proposals

The Proposal and all related correspondence exchanged between the Bidder and the HBOCWW BOARD 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 dead line of the tender. Proposals must be submitted on or before the time specified in the tender document in the <https://etenders.hry.nic.in> and also proposals in original must be submitted to the address specified and delivered on or before the time specified in the tender.

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 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 dead line for submission of Technical Proposal as prescribed by HBOCWW BOARD.

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

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. HBOCWW BOARD will make its best effort to complete negotiations within this period.

Note: A Price escalation of 15% will be allowed for next 2 years after first 2 years of the project

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 un-named 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 initialed by the person signing the Proposal.

Deadline for Submission of Proposals

Proposals must be submitted online on or before the time specified.

HBOCWW Board 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 dead line as extended.

Note: A Price escalation of 15% will be allowed for next 2 years after first 2 years of the project

From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the HBOCWW BOARD 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

HBOCWW BOARD 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 HBOCWW BOARD 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, HBOCWW BOARD 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 HBOCWW BOARD 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 HBOCWW BOARD in the evaluation of the Proposals, if required.

Non-conformities, Errors and Omissions

HBOCWW BOARD 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.

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

HBOCWW BOARD 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 on us on HBOCWW BOARD.

Award of Contract Notification

Prior to the expiration of the Proposal validity period, HBOCWW BOARD shall notify the successful Bidder, in writing, that its Proposal has been accepted. At the same time, HBOCWW BOARD 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, HBOCWW BOARD 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 HBOCWW BOARD. 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 cancelled by HBOCWWB.

Note: All bidders must submit an EMD in accordance with the terms and conditions outlined in this RFP.

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.2/2/2016-41BII (2) dated 20-10-2016 as under: -

Sno.	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/Udyog Aadhaar 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/ Bank Guarantee [from a scheduled Bank] payable at Chandigarh/Panchkula 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 HBOCWW BOARD 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 HBOCWW BOARD, 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

Sno	Particulars	Timeline	Payment
1	Signing of agreement between HBOCWW Board and Bidder	T+ 0 th day	25%
2	Submit Software Requirement Specification (SRS) Document	T + 30 th day	25%
3	UAT	T + 150 th day	-
4	Go Live after Cert-IN certification - Launch of Software: - Integrated Services - Agency Portal - HBOCWWB Module	T + 180 th day	40%
5	Post Implementation: - Source Code Plus Documentation / User Manual Handover*	T + 210 th day	10%

*All ready-made items will be IP of the bidder. Any custom implementation and development will be IP of the department

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

- a) In case there is a delay of 200% with respect to the given time line or non-satisfactory performance attributable to the service provider, the authority reserves 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 2% of the respective item.
- d) Total Penalty for the project will be capped at 10%

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 – 4 I- BII of dated 25.07.2016 and as listed below:

- (a) After the final scrutiny of the Technical Bids by HBOCWW BOARD, 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 through electronically at their registered E-Mail id.
- (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 05:00P.M. of the Fifth Working Day) of the date of issue of letter/intimation regarding them 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) HBOCWW BOARD 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 Secretary, Building & Other Construction Workers' Welfare Board 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 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.

RFP PART -I: SECTION-VI

Form1: Proposal Cover Letter

Annexure and Forms

(To be signed and stamped on the letter head of the respective firm/agency/Bidder)

[Date] RFP No.:-

To,
Secretary
Haryana Building & Other Construction Workers' Welfare Board
Bays 29-30, Pocket-2, Sector 4, Panchkula
Dear Sir,

Ref: RFP for Selection of agency for design, development and maintenance for a Cess Receipt Portal for Haryana Building & Other Construction Workers Welfare Board

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

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

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

We confirm that the information contained in this bid or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to HBOCWW BOARD is true, accurate, and complete. This bid includes all information necessary to ensure that the statements there in do not in whole or in part mislead HBOCWW BOARD as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the tender response without assigning any reason what so ever.

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

Dated this Day of 2023

(Signature)
(In the capacity of)

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

(Name and Address of Company) Seal/Stamp of bidder Witness Signature:.....
Witness Name:.....

Witness Address:.....

Form2: Pre-qualification Criteria Checklist

The criterion for pre-qualification is as per the following checklist, to be attached by the Bidder with suitable proofs against the checklist as part of the “pre-qualification bid”.

S.NO	Pre- Qualification criteria	Supporting document	Yes/No
1	The Bidder should be: - A Company Registered under Companies Act, 1956 or a partnership firm registered under LLP Act, 2008. - Should have been operation for the last three [3] years in India as on the date of publishing of RFP notice.	Copy of Certificate of Incorporation. Copy of GST Registration Certificate. Copy of PAN.	
2	The Bidder should have consolidated average annual turnover of Rs. 5 Crores during for 3 financial years i.e. (FY 2019-2020, FY 2020-2021 & FY 2021-2022)	Audited Financial statements for the last three financial years and Certificate from the statutory Auditor / Chartered Accountant wherein Copy of audited Profit & Loss Statement. For FY2021-22 provisional statements can be submitted	
3	The Bidder should have valid PAN and GST Registrations	Submit copy of PAN card and GST Registration.	
4	The Bidder should not have been blacklisted by any Government Department / PSU within India	Submit an undertaking on Bidder Organization's letterhead.	
5	The Bidder should have a minimum Employee strength of at least 25 employees on its rolls at the time of bidding.	Submit an undertaking by the authorized HR official on Bidder Organization's [in case of Consortium both combined] letter head.	
6	The Bidder must have successfully completed at least 3 e-Governance projects for any Government Department / Government Agency / PSU in India during last 5 years and value specified below.	Copy of Work Order AND Project Completion Certificate dully issued by competent authority. OR CA Certificate as proof of payment	
7	The Bidder must have a valid ISO 9001 Certification	Copy of valid certificates	
8	Tender e-service fee	Scanned copy to be submitted online	
9	Tender EMD	Scanned copy of payment acknowledgement to be submitted online	

Dated:

Place:

Signed & sealed:

(Authorized representative of the firm)

Form 3: General information of the bidders

General Information			
Details of the Bidder			
Name			
Address			
Telephone		Fax	
E-mail		Website	
Details of Authorized person			
Name			
Address			
Mobile Number		Email	
Landline Number			

Dated:

Place:

Signed & sealed:

(Authorized representative of the firm)

Form 4: Bidder's Authorization Certificate

To,
Secretary
Haryana Building & Other Construction Workers' Welfare Board
Bays 29-30, Pocket-2, Sector 4, Panchkula

<Bidder's Name> <Designation>
..... is hereby authorized to sign & stamp relevant documents on behalf of the Company in dealing with Tender of reference <Tender No. and Date> - -. He is also Authorized to attend meetings and submit Technical and Financial information as may be required by you in the course of processing above said tender.

Thanking you, Authorized Signatory
<Name>
Seal

This tender document is not transferable

Form 5: Declaration for Conflict of Interest

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

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

Dated:

Signed & sealed: (Authorized representative of the firm)

Place:

Form 6: Declaration for Authenticity of Documents submitted

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

In the event of any change/deviation from the factual information/declaration HBOCWW BOARD, 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:

Form 7: Declaration for Completeness of the Bidding Documents

I, authorized representative of _____, here by 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 "**Selection of agency for design, development and maintenance for a Cess Receipt Portal for Haryana Building & Other Construction Workers Welfare Board**"

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 HBOCWW BOARD, 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:

Form 8: Declaration for Unconditional Bidding Documents

I, authorized representative of _____, hereby solemnly affirm that the Bid documents submitted as a part of pre-qualification, technical and financial bid are unconditional as per the RFP in all respect considered for - "**Selection of agency for design, development and maintenance for a Cess Receipt Portal for Haryana Building & Other Construction Workers Welfare Board.**"

Dated:

Signed & sealed: (Authorized representative of the firm)

Place:

Form 9: Declaration for Complete Responsibility

I, authorized representative of Bidder _____ for the purpose of bidding for **"Selection of agency for design, development and maintenance for a Cess Receipt Portal for Haryana Building & Other Construction Workers Welfare Board"**. I, hereby solemnly affirm that we shall be solely liable and responsible for the completion and execution of the project as per the RFP in all respects.

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

Dated:

Signed & sealed: (Authorized representative of the firm)

Place:

Form 10: Declaration for Source Code and Intellectual Property Rights

I, authorized representative of _____, hereby solemnly affirm to the IPR rights as defined in this RFP document.

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

Dated:

Signed & sealed: (Authorized representative of the firm)

Place