Terms of Reference (TOR)

For
Selection of Software Development Organization

For
Designing and Development of Desktop and Mobile Application with Maintenance & Support Services for e-DLSA Project of HALSA.

TOR No.: e-Bids: HSLSA/eDLSA (Software)/TOR/2019-20
Disclaimer

The information contained in this Terms of Reference document ("TOR") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this TOR and such other terms and conditions subject to which such information is provided.

This TOR is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this TOR is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this TOR. This TOR includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the services to be provided by the System Integrator. Such assumptions, assessments and statements do not suppose to contain all the information that each Applicant may require. This TOR may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this TOR. The assumptions, assessments, statements and information contained in this TOR, may not be complete, accurate, adequate or correct. Each Applicant 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 TOR and obtaining dependent advice from appropriate sources.

Information provided in this TOR to the Applicants may be on a wider range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this TOR.

The Authority 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 TOR.

The issue of this TOR does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Services and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall be all its costs associated with correlating 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 Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Reference</th>
<th>Details</th>
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<tbody>
<tr>
<td>1.</td>
<td>Name of the Project Work (to be mentioned on the Technical Bid Envelope submitted electronically)</td>
<td>Software, Desktop &amp; Mobile Application Design and Development for e-DLSA dashboard with Maintenance &amp; Support Services</td>
</tr>
<tr>
<td>2.</td>
<td>Last date of Submission of Queries</td>
<td>03.07.2019 upto 5.00 p.m.</td>
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<tr>
<td>3.</td>
<td>Pre-bid Conference</td>
<td>08.07.2019 at 11.00 a.m.</td>
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<tr>
<td>4.</td>
<td>Clarification &amp; Corrigendum of bid queries</td>
<td>12.07.2019 upto 2.00 pm</td>
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<tr>
<td>5.</td>
<td>Last date of submission of bid</td>
<td>02.08.2019 upto 5.00 p.m.</td>
</tr>
<tr>
<td>6.</td>
<td>Date and time for opening of Technical Bid</td>
<td>05.08.2019 (10.00 a.m. onwards)</td>
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<tr>
<td>7.</td>
<td>Technical Presentation</td>
<td>09.08.2019 (11.00 a.m. onwards)</td>
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<tr>
<td>8.</td>
<td>Date and time for opening of Financial Bids</td>
<td>To be intimated later</td>
</tr>
<tr>
<td>9.</td>
<td>Tender Fee</td>
<td>Rs. 2,000/-</td>
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<tr>
<td>10.</td>
<td>Earnest Money Deposit</td>
<td>Rs. 1.50 Lakhs</td>
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<tr>
<td>11.</td>
<td>Performance Guarantee</td>
<td>10% of the contract value</td>
</tr>
<tr>
<td>12.</td>
<td>Email id for clarification on tender</td>
<td><a href="mailto:hslsa.haryana@gmail.com">hslsa.haryana@gmail.com</a></td>
</tr>
<tr>
<td>13.</td>
<td>Address for Communication</td>
<td>Haryana State Legal Services Authority, Institutional Plot No. 9, Sector-14, Panchkula. 0172-2562309</td>
</tr>
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Abbreviations / Acronyms

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<tr>
<th>Abbreviation</th>
<th>Definition</th>
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<tr>
<td>AMC</td>
<td>Annual Maintenance Contract</td>
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<tr>
<td>DLSA</td>
<td>District Legal Services Authority</td>
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<tr>
<td>SDLSC</td>
<td>Sub Divisional Legal Services Committee</td>
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<tr>
<td>HALSA</td>
<td>Haryana State Legal Services Authority</td>
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<tr>
<td>TOR</td>
<td>Terms of Reference</td>
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Fact Sheet

The bidders are requested to refer this Fact Sheet comprising of important factual data on the TOR

<table>
<thead>
<tr>
<th>Related Clause</th>
<th>Details</th>
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<tr>
<td>Method of Selection</td>
<td>The method of selection of vendor for this TOR is Quality and Cost Based Selection (QCBS) for the technically qualified bidders.</td>
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</table>
| TOR Release           | The TOR document will be available on the NIC Portal (etenders.hry.nic.in) and also on home page of HALSA (www.hlsa.gov.in)  
The interested bidders can download the TOR and other detailed terms and conditions from NIC Portal or HALSA Website.  
Last date of Technical Bid Submission ____________ till 5.00. p.m.                                                                                      |
| Service/Product Requirement | Software, Mobile Application Design and Development for e-DLSA with Maintenance and Support Services                                                                                         |
| Communication Address Details | Haryana State Legal Services Authority  
Plot No. 09, Sector -14, Panchkula – 134109.  
Tel: 0172-2562309 website hlsa.gov.in                                                                                                              |
| Language              | English only                                                                                                                               |
| Proposal Validity     | Proposals will remain valid up to 120 days after the submission date                                                                         |
| Proposal submission type | The bidders shall submit their responses in 2 parts namely "Pre Qualification & Technical Proposal" and “Commercial Proposal” in the Procurement Portal by the due date and time.  
The online packets containing the Proposal shall include the Scanned Copy of all the relevant documents, serially numbered and duly signed on each page by the bidder. All documents as required to be submitted |
Proposal Submission address

The bidders are required to submit the soft copies of their Bids electronically on Haryana e-procurement portal (etenders.hry.nic.in) using valid Digital Signature Certificates as well as submit hard copy of all the relevant documents along with hard copy of Technical Bid and Financial Bid.

Submission Date

Financial Proposals must be submitted electronically not later than 02.08.2019 till 5.00 p.m. on the Portal. Please note that the server time, which is displayed on the bidder’s dashboard, will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders. The bidders should follow this time during bid submission.

Project submission time limit

6 months from date of allotment (including 2 weeks for system study)
Basic Information

a) HALSA invites responses ("Tenders") to this Terms of Reference ("TOR") from Software Development Agencies ("Bidders") for Study, Design, Development & Implementation & Maintenance of web-portal of Haryana State Legal Services Authority, Haryana described in this TOR, “Scope of Work”.

b) HALSA reserves the right to extend the Term for a period as mentioned in this document, such extensions on the same terms and conditions, subject to HALSA obligations at law.

c) Proposals must be received not later than time, date and venue mentioned in the Fact sheet. Proposals that are received late will not be considered in this procurement process.

About HALSA

There are 29 States and 7 Union Territories (UTs) in the Union of India and every one of these States and UTs have separate Legal Services Authority, constituted as such under the Legal Services Act, 1987.

Accordingly, the state of Haryana has the Haryana State Legal Services Authority (hereinafter referred to as HALSA), with its head office at Panchkula. The senior Judge of Hon’ble Punjab and Haryana High Court, Chandigarh is the Executive Chairman and District and Session Judge is the Member Secretary of HALSA.

At the district level, there exists in each of the 22 districts in Haryana, an authority called the District Legal Services Authority (hereinafter referred to as ‘DLSA’). The District and Sessions Judge/senior-most Additional District and Sessions Judge/senior-most Judicial Officer (as the case may be) is the Chairperson, while officer in rank of the Chief Judicial Magistrate/Additional Chief Judicial Magistrate is the Secretary.

Similarly, in all the 33 sub-divisions in Haryana where there are functioning Judicial Courts, there exist an authority called the Sub-Divisional Legal Services Committee (hereinafter referred to as ‘SDLSC’). The senior-most Judicial Officer of the Sub-Division is the Chairman of this committee.
Haryana State Legal Service Authority has 228 trained mediators who work to extend the opportunity to the people to settle their disputes through mediation.

15 Permanent Lok Adalats (Public Utility Services) are functioning in the State of Haryana and Camp Courts are held in remaining 6 stations by the Chairpersons and Members of PLAs of adjoining Districts.

**Project Objective**

HALSA has a vision to automate all its process and maintenance of records in digital mode. Further, this will bring transparency and optimum utilization of the available manpower resources with authenticity. It would also reduce human interaction resulting in quick disposal of work. Through this EOI, HALSA is interested in short listing qualified Information Technology Organizations for providing services for development, implementation and maintenance of Web Portal alongwith Mobile application for its day to day activities at HALSA, DLSAs, SDLSCs, PLA (PUS) and Mediation. The selected organization shall also be responsible for the complete turnkey operation of the IT systems (software and mobile application) to ensure a minimum of 99.5% uptime availability of all the applications under this project.

Hence, it has been decided by the competent authority to develop a Centralized e-Dashboard with integrated, enhanced, scalable, flexible and good quality features to serve the department and other stake holders. For the said purpose, the HALSA intends in defining the Scope of work, Selection Criteria, Payment terms and Conditions, Service Level Agreements, Evaluation of Technical and Financial Bids and Finalizing the Agency to develop a new high quality system along with hosting services, support and maintenance of software.
Scope of Work

The Web Portal (including development/maintenance of Website of HALSA by adding new features alongwith improving existing functionalities of the website) and Mobile Application shall be extended to the following:

1) **Legal Aid:**

   a) The person seeking Legal Aid/Advice will visit the website of HALSA and upon selection of District from where the Legal Aid/Advice is sought will punch his request by submitting his details online. Every user will get a unique user id in the mode of his Mobile number and will login with his OTP or Password as the case maybe. The relevant documents will be uploaded on the portal itself and submitted for the further course of action to the office of respective DLSA. An acknowledgement in the form of SMS/ e-mail will be sent to the user who will have a record and can check the status of his application anytime/ anywhere by just logging in. This will help in proper tracking of applications and will ensure to decrease the TAT for completing a particular task. Any lapse in processing can be easily tracked by this Mode.

   b) The second mode of receipt of applications is through Courts. Every Court of each District will be provided with a Login id based upon the Unique no. of the Judicial Officer/ Court id. The court referring the case for appointment of Legal Aid Counsel in specific cases will be fed by the Court Staff, which in turn will be processed by DLSA. Hence, no manual application from the court is required. Moreover, referrals from Courts can be tracked simultaneously.

   c) Third possible mode of application is through Jails for persons in custody/ convicts. Presently, the applications are being forwarded through Court Concerned/ Jail Superintendents which many a times lead to duplication or sometimes the appointment of Legal Aid Counsel is missed due to physical mode. In order to remove the shortcomings, Jail Authorities as well as Jail PLVs will be provided Login/ Passwords to help the Jail inmates in filing application for Legal Aid through portal.
This will help them as well as all the District Authorities in proper tracking and monitoring of the Legal Aid Applications. The necessary infrastructure i.e. Computer/Printer and Furniture has already been provided in all the Jail Legal Aid Clinics in this regards.

d) Fourth and last possible mode is physical application submitted in Front Office. These applications will be fed in the system by the Retainer/Office Staff and put in online mode and applicant will be provided an electronic acknowledgement for the same and he will be able to keep a track of his application by logging in through the details provided to him.

By use of e-mode for filing of applications, no Legal Aid application can be left out, moreover different types of applications received can be segregated and information desired can be obtained in any of the desired formats. Also, proper monitoring of the cases will be possible as tracking through LOGs can be easily managed. This in turn will bring in more control and accountability into the system.

2) Mediation:

The SP Office/ Court Staff will Login into the HALSA Portal and submit the requisite details for institution of the case for Mediation. Upon receipt of the same, Mediation Staff/ Secretary will allocate the case to the desired Mediator on the basis of experience/ no. of cases and disposal rate. The office staff will issue summons electronically which can also be delivered to the parties through Process Servers. Upon allocation of case, the Mediators through their respective Login’s will enter the case proceedings which will be in encrypted form and not visible to anyone and only stage of the case will be visible. Both the parties/Legal Aid Counsel for the parties can also see the status by Logging into the portal and are not dependent upon anyone. Upon disposal, (both settlement/ non-settlement) of the case, Mediator will refer back the case to the concerned court/ SSP Office as the case maybe with proceedings under
intimation to the DLSA Office. Processes like Daily cause list, interim orders and final orders will also be uploaded online through this Portal. In case of undated cases/ final orders not uploaded or any lapse can also be tracked through this Module. This will lead to increase in referral and time bound disposal of the referred cases for mediation, as we can track the performance of the individual Mediators scientifically. Moreover, the allocation of cases by the Secretary will also be unbiased as everything will be tracked online.

3) **PLA (PUS):**

Upon receipt of cases for filing in PLA (PUS), the Ahlmad will enter the relevant case details by logging into the portal through his id. The summons in the form of message and e-mail will go the petitioner as well as the Respondent Department. The summons will also be auto generated and can be sent through Process Servers too. The proceedings like Zemini Orders, interim orders, etc. will be updated on case to case basis. Both the petitioners and respondents will be able to view the proceedings online just like it’s evident in CIS Module. The final Orders will be updated through the Login of Chairman, PLA (PUS) and will be e-mailed to all the Stake Holders.

4) **Remand Advocates:**

Remand Advocates are deputed in all the Courts for representing the accused. The Remand Hour advocate will enter the details of the accused represented by him on daily basis and the same will be further processed by DLSA.

5) **Victim Compensation Scheme:** The applications are received under this Scheme either through Courts (referral applications) or direct applications through Victims.

   a) The referral Court will upload the Judgement on our portal and subsequent proceedings will follow. The office staff will issue notice summons electronically which can also be delivered to the parties through Process Servers. All the proceedings/Gemini orders will be available online. The VCS process flow will be same as
that of Court Cases (as followed in CIS). In case where party is not represented by any Counsel, a legal aid counsel will be provided.

b) Upon receiving an application, the DLSA Office will enter the details in VCS Module. The office staff will issue notice summons electronically which can also be delivered to the parties through Process Servers. All the proceedings/Gemini orders will be available online.

Upon decision of the application the orders will be uploaded on the portal, the access of which will be provided to parties concerned/advocates and court concerned and office of DLSA will be directed to process further accordingly.

6) Legal Awareness:

Approved Roster for legal awareness will be reflected in the individual Portals of concerned Panel Advocate, Para Legal Volunteer who so ever have been assigned duties. The concerned advocates and PLVS upon attending the duties will submit a detailed report about the campaigns and other activities held during the campaigns. The photographs will also be uploaded online.

7) Modules for Day to day office process:

Presently all the office work is being done on manual basis, which leads to omissions and errors due to involvement of human interference. In the proposed Module, all the office work including generation of noting, duty rosters, legal aid appointment letters, bills etc. will be routed through this Module itself. The office staff will be provided individual logins/office logins through which they will log in the system and make necessary entries and the works assigned to them.

8) Billing Module:

Presently, the bills are being submitted by the concerned PLVs/ Panel Advocates Manually and many District Authorities have kept these bills pending for long as there are no proper records of the bills submitted and pending for payment with District Authorities. Moreover,
the bills submitted by the PLVs/ Panel Advocates are not being recorded properly and neither any acknowledgement is being issued to the applicants. Many bills starting from the FY 2014-15 are still pending for payment for unknown reasons.

In the proposed model, the individual claimants i.e. PLVs/ Panel Advocates/Retainers/ Mediators/ Remand Advocates will log into the portal and fill the Bill formats as per their roster along with uploading of necessary documents in support of their claim. The physical copies of the bills and attendance need not be submitted in DLSA Office, only uploading of the supporting documents is required. The approvals of the said bills will be done online by Secretary, DLSA by logging into the portal. The system of payment through electronic mode such as RTGS/NEFT or other payment portals is also proposed to be incorporated in the said module. Further, vouchers for the said payments be also generated electronically.

9) **Regular Meetings:** The regular meetings like UTRC, Quarterly meetings with District Authorities and other Stake Holders like Panel Advocates/ PLVs/ Social Workers, etc. need also be routed through this Module only. The said module will cater to generation of meeting notices via SMS/ e-mail to the stake holders and the minutes of the said meeting will also be auto generated based upon the information being fed into the system. The said minutes and proceedings will be available to the higher Authorities/ Stake Holders as per the Powers delegated to them.

10) **Committees:** Formation and functioning of committees like Monitoring & Mentoring Committee, Observation Home Committee, etc. would also need to be routed through this Module.

11) **Legal Literacy Clubs:** The LLCs functioning in schools and colleges shall be given access to update their day to day activities and take guidance/ instructions from DLSAs/ HALSA for smooth functioning/ addition of activities. Further, incharges of these LLCs will be given access to update the same.
12) **Visits:** All the visits made to Observation Homes, Child Care Institutions, LLCs, Jails, Sub-Divisions, Legal Aid Clinics, etc by the concerned Secretaries will be uploaded in the Portal along with Photographs and other initiatives taken place therein.

13) **Registers:** All the Registers being maintained at Districts and Sub-Divisions will be replicated through this Module in online mode, so that all the Data is available online. The data so entered will automatically be collated in the respective Heads just like ledgers in Accounts and the collection and simultaneously the sending of Data to quarter concerned becomes easy.

14) **Assets:** Inventory of the Office including Machinery/Equipment, Computers Printers, Photo-state Machines, Water Coolers, DG Sets, Air conditioners, Vehicles, Furniture etc. having book value of more than Rs. 10,000/- The status of M&E and other items should be mentioned whether working or non-working condition. If the item is in non-working condition, the status regarding reparability should also be given.

15) **HR Module:** In the present scenario, ACRs of all the officers/officials are being sent manually to this Authority through District and Sessions Judges which is causing inordinate delay in processing of ACRs. Also leave applications/misc. requests of officers/officials are being sent manually to this Office for further processing. It is proposed that all the ACRs / leave/ Misc. requests be also routed through this Module. The said module be also linked vis a versa with HRMS Module of the Haryana Government. All the vacancies/ transfers will also be routed through this Module only.

16) **Reporting Module:** All kinds of Legal as well as Accounts reports will be generated through e-dlsa module. The reports will be auto generated and generic in nature with Multiple Generic Sort options and the same will be fetched from the data being entered into the system only.

17) **Reports:** Generation of reports from the database would be required for which a comprehensive and customized report module would have to be developed with option
for users to choose different data fields with sorting and filtering option for generating different outputs based upon fields selected.

18) Dak Management (Receipt/Dispatch)/File Tracking System: A separate module which will cater to all the inward and outward dak received through post/email/by-hand etc. and sent to various stakeholders needs to be developed. The system will also provide real time information to the department about the status/action taken on the dak received.

19) Training of Staff: Training of staff for maintenance and day to day software working would also be required.

20) External Links: The e-dlsa system will also provide linkage to various external links viz. Supreme Court, National Legal Services Authority, Punjab and Haryana High Court and to various Haryana Govt. sites like e-salary, HRMS, finhry etc. The proposed Module will have to be Security Audit Compliance as per the laid down norms from time to time by any such approved Authority.

The proposed model has to have necessary Security features in order to keep itself protected from any data breach as Data Security will be very important feature in the said Module.

Further, the Hosting of the said module will be on a secure NIC Server/Private Server which should be cost effective at the same time a secure server.

Apart from above, the e-module will give access to following sections for ease and routine working:

1) General Public Portal
2) Panel Advocates
3) Para Legal Volunteers
4) Retainer Advocates
5) DLSA Staff
6) CJM-cum-Secretary, DLSA
7) District & Sessions Judge-cum-Chairpersons, DLSA
8) Separate access for each Court including Judicial Officers
9) Chairman, PLA (PUS)
10) Staff, PLA (PUS)
11) Mediators
12) Counsel for parties appearing for Mediation Cases/VCS/PLA PUS
13) Access to HALSA
14) Any other, as and when required by HALSA

Apart from the above the development organization who proposes the development of required module shall ensure that all the working aspects of HALSA, DLSAs, SDLSCs, PLA (PUS) and Mediation are computerized.

The selected bidder will take over the existing website and develop software systems, on an as is where is basis and ensure continuance of the updation and smooth running of the existing/new website and software systems.

The objective of O&M support is to provide software application development, maintenance and support services (for 3 years from Monday to Saturday, during regular business hours at HALSA/DLSA/SDLSCs), including request based services (problem requests/defect fixes), feature enhancements, configuration management and post release support for the activities covered in the scope of work.

As part of these services, Development Organization shall provide support for bug fixes, feature enhancements, operational support, application & database backup and assistance to HALSA.

The services include:

(i) **Bug-Fixes and End-User Problem Resolution:**

The end user support would include all activities related to resolving the bugs / defects reported by application users. Every bug / defect should be logged and categorized on the severity levels. Development Organization shall identify the solution and take necessary approvals from HALSA and release the patch for User Acceptance Test (UAT) after fixing the defects. Development Organization shall document defects / bugs encountered as well as document the resolution of the same and ensure re-installations, in the event of system crash/failures. The resolution for the bugs/ end user problems have to be provided in TAT provided by HALSA.
(ii) **New Development and Enhancements:**

HALSA website, portal or applications may require modifications or enhancements in the process and functionality. The enhancements or new development may also be required to fix some complex problem requests or defect fixes and upgrades the application performance.

Development Organization shall ensure that correct version of the application / program units are being considered to carry out application enhancements/ new development through configuration management plan for configuration management and version control using the version control software.

Development Organization shall obtain the necessary UAT approvals from respective stakeholders within HALSA for the modifications / enhancements.

(iii) **Configuration Management and Version Control:**

As the application undergoes enhancements and modifications due to problem requests, defect fixes and change requests, it becomes increasingly important to keep the source code under version control and the system under configuration management. Development Organization shall assist HALSA in ensuring that a copy of the production environment is backed up and stored in the repository before the new / modified components are copied to Production. All the data should be stored in cloud based storage.

(iv) **Release Management:**

As part of the release management, Development Organization shall perform the following activities:

- Group the related change requests, assess their development progress and accordingly prepare a schedule for their release
- Prepare a detailed release plan for every release. This plan should include the release number and date of release. It should also contain details about the change request to be released.
- Provide Helpdesk support for the resolution of technical queries by end users
- Conduct Application training for the users in outstation locations as and when required.

(v) **User Technical Support:**

- Implementation support to users
- End-user problem resolution
- Training to users will be provided through the man power deployed without any extra cost. However, HALSA shall arrange for the travel and boarding arrangements, as per its norms.
(vi) **Administration Support**
- Latest source code, application deployment files, configuration files for entire solution
- System
- Storage
- Security
- Database
- Backup/restore etc.

(vii) **Hosting**
The Hosting of the said module will be on a secure NIC Server/ Private Server which should be cost effective at the same time a secure server

(viii) **Security Audit and Security of application & database attached**
The development organization shall ensure the security audit and security of application as well the database attached for the web portal as well the mobile application.

As per the scope of work defined above, The O&M Project covers maintenance and up-gradation of the above mentioned applications. However, the consultant may be awarded additional activities of new application development and its O&M. The team has to follow complete Software Development Life Cycle (SDLC) for each of the application developed and implemented in HALSA. The onsite deployed team may be involved in the new assignment.

2.4.2 **Key Deliverables**
The Development/Development Organization shall be responsible for all the development, implementation, testing, maintenance, support, feature enhancements, documentation, operations and management of applications. The agency should carry out all the modifications/ updation/ additions/ deletions in the applications including website as and whenever required by HALSA. **The website has to be maintained in bilingual (Hindi and English).** HALSA will provide information in English.

**Project Perspective:-**
The system shall have a platform which is independent and is perfect in nature; however, it will require its users to have access to the web portal through a dedicated web browser on their computer, mobile, notebook, etc. This means that the users of the system do not need to
invest in any other software to get the most out of the software system as any Windows based PC comes installed with a web browser and any non-Windows machine can use Fire-Fox or other freeware browsers. The system will also have the ability to send email/sms notifications to users whenever required.

**System interface:**
This web portal system is not a self-contained system, as it relies on, very little, in the way of data migration from other databases whenever necessary. However, the system will require user interfaces for such type of data migration, data backup/recovery etc. It means that, the complete system is to be a web enabled system i.e. all user interaction is done through a web browser only. The System interfaces required on the system server are the following:

- Network interface to a network with an internet connection
- Database connection to the any database containing all types of data
- Android based application server to database

**User interfaces:** All user interfaces occur through a web page only.

**Hardware interfaces:** There are no hardware interfaces to this system.

**Software interfaces:** The system will interface to any third party bulk sms service providers’ system and the system will also interface to an email system using SMTP.

**User Characteristics**
Most users will be of the type authorized user and very few of the type non-authorized user. Based on user’s role, system will have different level of users as below,

**Super Admin:**
- This user will access any web page.
- This user will have full access rights and privileges.
- This user will be able to configure/update/delete/modify any data.
- This user will be able to set access matrix to assign user > role > screen throughout the system.
- This user will be able to create/delete any type of user.

**Admin:**
- This user will responsible for update/modify/delete/add/configure data at District level.
- This user will have rights to create/delete user at District level.
Institutes/Organization:
- This user will be able to access only District level web pages to configure/update/delete/modify institute related data.
- This user will not have any type of access to other District.
- This user will be able to create/delete user at District level only, if any.

General Public:
- This user will be able to access his/her data only.
- This user will not have rights to access other than his/her data only.
- This user will be able to update/modify/delete/add his/her data only.
  
  In case of non-authorized user, this user may be any citizen will be able to see the activities of HALSA/DLSAs.

General Constraints
There are a few constraints which the system must abide by during development. The system must be developed within their bounds. These constraints may dictate a number of the functional and non-functional requirements to be specified in later stage. These constraints are important to be aware of during the implementation of the software system.

- The system shall be developed for use of web enabled portal applications. This shall not limit the ability for real time updates to the system.
- The system shall be developed in open source or windows environment.
- Data must be stored in a relational database for quick queries and storage.
- Passwords shall be sent and stored in encrypted form.
- Some users are authorized users while some are non-authorized users. Non-authorized users will not see other user’s information.
- The system shall be robust enough to handle all type of data.
- The system shall be able to send email/sms notifications to any common email/sms server promptly and correctly whenever necessary.
- Server Client communication must be done over TCP connections
- System must be error/bug free at the time of production use.
- The system will take care of removal of duplicate records and well standard optimized DB/schema design.

Assumptions and Dependencies
- System will be installed on a machine running Linux Operating System, Apache Tomcat and my SQL 5.0 or newer or Windows operating system, IIS and MSSQL
- System will have user friendly attractive interface, browser independent.
- System will have data records import/export facility to and from spread sheets through GUI only.
- System will be able to store image/scanned docs into database in less uniform size with acceptable resolutions.
- System shall have capability to migrate and process existing data.
- System shall have different dashboard in different Modules.

**Specific Requirements**

The system will have common home/login page for every user. Every user will enter user name, password, OTP Login, captcha (to avoid computer as a robot user) to log into the system. The system will have registration page for new user by selecting user type. Registration will be done with validating existing minimum information (mainly email id and Mob. No.). This minimum information will be updated by admin user at respective level. In case of forgot username or password, system will have the facility to reset the password. The system will send email/sms notification after successful registration. All passwords will be stored in encrypted form.

For this module, portal will display n number of reports at each user level which will be generic in nature.

Web portal shall generate (dynamically) all kinds of statistical report.

The system will have to search facility for each level and accordingly generates reports in graphical/tabular or in other formats.

- Complete Software Development Life Cycle (SDLC) should be followed for each application.
- Proper Documentation with versioning of all the applications should be maintained like SRS, High Level Design, Low Level Design, functionality document (process document), user manual, test case report, test evaluation report, Impact Analysis Report, Change Document etc.
- All the changes in the applications should be properly documented and reflected in respective documents.
- Any change in the application should be done through change request form. After completing the change a request closure form should be filled.
- A log should be maintained for all the changes done in the application or database.
- Proper coding standards should be followed in all the applications.
- Periodic code review should be done for improvement in source code.
- Code & query optimization should be done to the extent possible.
• Proper testing should be done for the changes done in the application or database. Testing should be done on exhaustive test cases. These test cases should be reviewed by the team leader and a test report should be maintained.
• Ensure proper backup of application and database as per the approved backup policy.
• In case of any eventuality, it has to be ensured that the downtime is minimum and system is restored with minimum data loss.
• It should also be ensured that all the security measures are undertaken to prevent vulnerabilities / threats /hacking of application or data theft.
• The agency shall be responsible to maintain the confidentiality of application, data and any other information and make sure that information is not shared outside HALSA. The required confidentiality agreement shall be signed by the Agency.
• Source Code will be handed over to HALSA along with compiled version and executable.
• Any software developed shall be the property of HALSA. Software, Documents, Information and other elements of the project shall have the copyrights of HALSA unless some copy right material is used with due permission of any third party.
• Proper versioning of source code should be maintained.
• It should be ensured that uploading of the modified application in the live servers is carried out with due care to avoid any wrong upload or accidental file replace.
• The selected vendor will have to ensure certification for all the applications by CERT – IN empanelled Internet Security Auditor after fulfilling all the security compliances. The vendor shall comply the security and hosting requirements of the data centre.
• The onsite team shall also be responsible for giving demo & presentation of application as and when required.
• Preventive maintenance shall be carried out on the database and functioning of the program to handle large volume of traffic.
• Customer support should be provided for user problem and queries.
• Monthly Backup: Database and applications.
• Quarterly updation: Technical Documents.
• Reporting required from the Development Organization
  o Weekly & monthly, reports with Project Status & open issues
  o Weekly/fortnightly/monthly Performance Monitoring Reports for the Application
  o Updated system design documents, requirements specifications etc.
  o Updated user manuals, administration manuals, training manuals etc.
  o Call Log /emails & Resolution Reports for Helpdesk
  o Software change logs etc.
In addition to above; Bidder has to handover the Source Code, Patches & Releases (If any), Application Software, All content used in the Designing of the Website, along with Technical Documents, user Manual, functional Manual, installation guide and any other if required for creation of development environment and hosting.

Following information will be managed by the web portal system:

1. The system shall have capability to collect/update/edit all information for all users login to the system.
2. Personal information like, name, gender, category, address, DOB, contact details, etc.
3. Official information like, designation, department, branch, etc. will also be carried.
4. The system will have inbuilt and modifiable rating system for Panel Lawyers/District Authorities/Staff, etc. as per norms fixed by HALSA or other Authorities.
5. The system will manage roster information at Sub-Division/District and State Level.
6. Looking towards automatic roster report generation at every quarter, all sort of information will be processed by the web portal system like, date of roster sanction by the competent authority and with a provision that the same can be modified by the Competent Authority as per requirement.
7. The system will maintain the roster data automatically.
8. This system will enable to process various kind of request application send by employee to higher authority and the system will keep track of status of the same. The system will follow little similar to file tracking system with approval/rejection of application request.

The system will generate all types of necessary reports in various formats based on above information.

Procurement Management System:

1. Inventory of the Office including Machinery/Equipment, Computers Printers, Photostate Machines, Water Coolers, DG Sets, Air conditioners, Vehicles, Furniture etc. having book value of more than Rs. 10,000/- The status of M&E and other items should be mentioned whether working or non-working condition. If the item is in non-working condition, the status regarding reparability should also be given.
2. The condemnation of above item should be reflected in the inventory as and when the items are condemned.
3. Procurement of above items should be reflected in the inventory whether purchased at 
central level or institute level.
4. The movement of items mentioned at Sr. No. 1 should be displayed whether lying in 
store or issued to the concerned departmental/branch.

**Land and Building details management system:**

I. The details of total available land and built up area of building etc. shall be 
uploaded by the respective Districts on the portal.

II. The soft copy of maps of the constructed buildings shall be provided by this 
Authority

**User Management Module**
The system shall have UI and role based user configuration facility at each level of user 
characteristics as per the following:-

1. Web portal will be enabled with user authentication and session management for 
each and every page.

2. The system shall manage access right/privileges using access matrix configuration 
at all user level i.e. District/HALSA.

3. The module will be able to configure user to role and role to screen (web 
page) mapping at different levels.

4. The system will have mechanism for username or password forgot facility 
through email/ sms notification.

5. The system will store password in encrypted format only.

6. This module will be able to integrate with all other modules and will have 
capability to scale up to large number of users and futuristic application 
module.

7. All information (data) related to this module will be Cloud Based Storage.

**Bidder Responsibilities**

I. Nominate a senior person in the capacity of a Project manager, who will serve as the 
single point of contact for the department and shall attend all meetings related to the 
project. No extra cost will be paid for travelling expense.

II. Plan and execute the project through a suitably qualified technical team. As part of this 
requirement, submit a project plan and keep it updated at all times.
III. Finalize the detailed requirements and suggest any improvements to the processes being followed by HALSA/DLSA/SDLSC that would be necessary as a result of the proposed. Design, Develop, Test, Baseline and Release the Web-Portal consistent with applicable guidelines of State/GoI.

V. Carry out necessary acceptance tests including certifications (as may be applicable) and report the test results including satisfactory conformance to requirements.

VI. Provide Comprehensive Technical Documents and User Manuals (for both departmental users and external users).

VII. Impart training to the end users and also develop Training materials.

VIII. Provide implementation and other support services, as proposed and mutually agreed upon, to ensure that the solution is rolled out to all the participating stakeholders and is smoothly operational as per the work (project) plan that is agreed upon.

IX. Provide the said maintenance and support for a period of three (3) years after two-year warranty from goes live.

X. During the maintenance and support period, successful bidder shall provide IT operations and administration of the installed solution in conformity with the State’s IT policies, fix defects, enhance the Web-Portal as per an agreed plan and also provide such other technical support in house and hand-holding initially for two years, thereafter three-year AMC necessary for the smooth functioning of the overall Web-Portal covered under the scope of the project in conformity with the agreed performance criteria.

XI. The selected bidder agrees to make good any defects and shortcomings in the Web-Portal that is part of the agreed requirements.

XII. Only in the event of a major scope change involving significant time and effort over and above routine maintenance and support / inclusion of required module, the selected bidder shall facilitate the assessment of impact to technical matters, timelines, Cost and also justify the effort involved. Further, the bidder agrees to implement these changes after obtaining approval from the competent authority. Only in case of significant changes to the solution by HALSA itself, the request for such changes shall be accepted in accordance with Change Request.

XIII. Facilitate certified security audit (3rd party) and assessments, as and when required.
XIV. Submit periodic reports and support project reviews as may be agreed and necessary.

At the end of Maintenance and Support period of five years, assist in smooth transition of the operations to the Department or a designated agency(s).

HALSA Responsibilities

I. Nomination of a nodal officer for all communications & interaction required for this project.

II. Carry out project activities which fall under the Departmental responsibility, within reasonable time limits, particularly in matters related to reviews, approvals, acceptance, etc. Delay on any activities by HALSA shall not be on the bidder.

III. Provide the required timely access to personnel, test data, clarifications, and decisions and to resolve any issues as may be necessary for the selected bidder to carry out their obligations under this contract (including the work plan).

IV. Report technical issues to the selected bidder’s personnel for resolution.

V. Provide all necessary data/content.

VI. Formal requests for changes to Web-Portal and conform to the agreed process in approving and implementing these changes.

VII. This team shall be mandatorily involved in every interaction between the System Partner and HALSA and shall also be the responsible for any slippages on side of HALSA.

VIII. It may also be noted that any sign-off’s on the documents/deliverables submitted by the System Partner shall be mandatorily given by the competent authority from HALSA; only after getting countersign from HALSA Project Management Team (PMT) constituted for this project.

INSTRUCTIONS TO BIDDERS

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

HALSA shall short-list only those organizations/development agencies who fulfill the following criteria:
I. The applicant shall be a single entity, registered as a Company, Firm or Society under respective acts in India & should have been in existence in India for the last three years.

II. The agency must be registered in India with appropriate tax and other administrative authorities.

III. The organization should have had an average annual financial turnover of at least Rs. 20 Lakhs in the last three financial years from Software Consultancy Services, audited and certified by the Chartered Accountant of the Organization.

IV. Should have technically qualified and well-experienced strong in-house resource base on company role.

V. The applicant should furnish an undertaking to the effect that the firm has not been black listed in India.

VI. A Processing fee of Rs. 2,000/- shall be in the form of tender fee. This processing fee is to cover the application processing cost and is non-refundable.

Period of Validity of Bids
a) The technical and commercial bids shall be valid for a period of 120 days or four (4) months from the closing date of submission of the bids.

A bid valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his bid in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his bid.

b) HALSA may solicit the bidder's consent for an extension of the validity period for the bids. The request and the responses thereto shall be made in writing to the Member Secretary, HALSA.

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

Amendment/Corrigendum of bidding documents
At any time prior to the deadline for submission of bids, HALSA, for any reason, may modify the bidding documents and such clarifications/amendments/addendums/corrigendum etc. shall be communicated to the bidders for Software Development & its Implementation. HALSA, at its discretion, may extend the deadline for the submission of bids.
Language of Bids
The bids and all correspondence and documents shall be written in English. All bids and accompanying documentation will become the property of HALSA.

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

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

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

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

Rejection
The bids are liable to be rejected in the following cases or in case bidder fails to meet the bidding requirements as indicated in this TOR:

1. Proposal not submitted in accordance with this document.

2. During validity of the bid, or its extended period, if any, the bidder increases his quoted prices.

3. The bidder qualifies the bid with his own conditions.

4. Proposal is received in incomplete form.

5. Proposal is not accompanied by all requisite documents.

6. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
7. Financial bid is enclosed as part of technical bid.

8. Bidder tries to influence the bid evaluation process by unlawful means at any point of
time during the bid process.

9. In case any one party submits multiple bids or if common interests are found in two or
more bidders, the bidders are likely to be disqualified, unless additional bids/bidders
are withdrawn upon notice immediately.

Bidders may specifically note that while evaluating the bids, if it comes to HALSAs knowledge
expressly or implied, that some bidders may have compounded in any manner whatsoever or
otherwise joined to form an alliance / cartel then the bidders so involved are liable to be
disqualified for this contract as well as for a further period of two years from participation in
any of the tenders floated by HALSA.

Blacklisted by the Government of India ("GoI"), State Government or any other Government
owned agency including quasi-Government sector organization or company, for corrupt,
fraudulent practices or reasons related to non-performance in an engagement on the date of
opening of bid.

**Modification and Withdrawal of Proposals**

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

**Proposal Cover Letter**

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

**General information of the bidders**

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

**Bidder’s Authorization Certificate**

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

**Conflict of Interest**

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

**Authenticity of Documents submitted**

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

**Completeness of the Bidding Documents**

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

**Unconditional Bidding Documents**

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

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

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

**Source Code and Intellectual Property Rights**

The IPR of complete IT system (Portal, Application etc.) shall lie with HALSA. Bidder should furnish unconditional declaration for supporting the clause only in the format described in the Section - Submission of Bids.

**Deviations and Exclusions**

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

**Acknowledgement of Understanding of Terms**

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

The following terms are applicable to this TOR and the bidder’s bid.

i. While every effort has been made to provide background information and requirements, **Bidders must form their own conclusions about the solution needed to meet the requirements.** Bidders and recipients of this TOR may wish to consult their own legal advisers in relation to this TOR. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the HALSA on the basis of this TOR.

ii. This TOR supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

iii. The Bidder shall perform the services and carry out its obligations under the contract with due diligence and efficiency, in accordance with generally accepted techniques and practice used in the industry and with professional engineering and training/consulting standards recognized by national/international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. The bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to HALSA and shall, at all times, support and safeguard HALSAs legitimate interests in any dealings with Third parties.

iv. HALSA reserves the right to access the performance of the bidder prior to commencement or in between the work progress. The assessment may cover all areas related to the assigned work order, especially methodology, manpower, infrastructure etc. HALSA reserves the right to cancel the work order assigned to the System Partner at any time which includes the time after the completion of assigned work without assigning any reason for the same. In case the work order is cancelled then the costs incurred will be borne by the System Partner and under no circumstances the System Partner shall be eligible for any payment or damages from the HALSA.

v. System Partner shall ensure compliance of all Labor Laws i.e. Minimum rates of wages applicable in the State of Haryana as per the Minimum Wages Act 1948 and would be responsible for compliance of EPF and ESI.

vi. Any work product, whether acceptable or unacceptable, developed or customized under a contract awarded as a result of this TOR shall be the sole property of the HALSA unless stated otherwise.
vii. Timing and sequence of events resulting from this TOR shall ultimately be determined by HALSA.

viii. No oral conversations or agreements with any official, agent, or employee of the HALSA shall affect or modify any terms of this TOR, and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of HALSA shall be superseded that results from this TOR process. Oral communications by HALSA to bidders shall not be considered binding on HALSA, nor shall any written materials provided by any person other than HALSA.

ix. Proposals are subject to rejection if they limit or modify any of the terms and conditions or specifications of this TOR.

x. By responding, the bidder shall be deemed to have represented and warranted: that its bid is not made in connection with any competing bidder submitting a separate response to this TOR, and is in all respects fair and without collusion or fraud; that the bidder did not participate in the TOR development process and had no knowledge of the specific contents of the TOR prior to its issuance; and that no employee or official of HALSA participated directly or indirectly in the bidder’s bid preparation.

xi. A third party or any statutory audit may be conducted any time after start of O&M stage by HALSA to analyze the performance of the bidder. The auditing party would be decided by HALSA. Bidder would be required to support the audit exercise as part of the project execution.

xii. Neither the bidder nor any of bidder’s representatives shall have any claims whatsoever against HALSA or any of its respective officials, agents, or employees arising out of or relating to this TOR or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).

xiii. Post the release of the TOR and until contract award, bidders shall not, directly or indirectly, solicit any employee of HALSA to leave HALSA or any other officials involved in this TOR process in order to accept employment with the bidder, its affiliates, or any person acting in concert with the bidder, without prior written approval of the HALSA.

HALSA reserves the right to terminate the full Bank Guarantee or any part of it furnished by the System Partner with or without termination of contract, in case HALSA or its nominated agency at any time during the tenure of the project observed that the System Partner failed to comply with its obligations under the Contract.
xv. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the HALSA. Any notification of preferred bidder status by the HALSA shall not give rise to any enforceable rights by the Bidder. The HALSA may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the HALSA.

Proposal Evaluation Process

Evaluation of Bid

Proposals will be reviewed by a Committee of Officers (the “Committee”). Evaluation of the bids will be done in two stages and at the end of every stage respective bidders may be informed of the result to have a fair and healthy competition. The final awarding of the contract will be done based on a Quality & Cost Based Selection (QCBS) procedure. The following is the procedure for evaluation:

Technical evaluation

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

i. Bidder are required to submit their technical bids strictly as per the technical bid format defined in the Annexure-2 of this document.

ii. Technical proposal should not contain any financial information. Technical bids containing financial information will be summarily rejected.

iii. A Proposal shall be rejected at this stage if it does not respond to important aspects of the TOR, and particularly the Scope of Work or if it fails to comply with the technical requirements. The technical evaluation criterion is same as given in Annexure 2 of this document.

iv. After the technical evaluation is completed and approved, HALSA shall open the Commercial Proposals of only those bidders who complied with the technical criterion specified in the TOR.
**Commercial evaluation**

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

i. Bidders intending for commercial bid should necessarily give the financial details in the format given in **Annexure 3**. All the financial details should be given in the prescribed format only and in accordance to the details mentioned in the TOR.

ii. Assignment of marks to the financial bids will be done as follows: Once all the financial bids (of eligible bidders as mentioned above) have been opened, marks will be assigned to each financial bid as per the formula below:

   \[
   \text{Marks assigned to financial bid} = 100 \times \left[ \frac{F1}{\text{Total Financial Bid under consideration}} \right]
   \]

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

iii. The commercial bid should not be conditional and no technical information should be provided along with the commercial bid. In such cases, the bids would be summarily rejected.

iv. The bid should be comprehensive and inclusive for all the services to be provided by the bidder as per scope of his work. The payments would be made for selected bidder the finalized rate. No separate payment shall be made for services that are to be delivered by the System Partner as part of his scope of work for this project.

v. The bidder is required to quote for all the defined requirements on a fixed price basis. In addition, they are required to quote for manpower based on experience levels of candidates as indicated in the financial quote. Blended rate as specified in the financial quote shall be applicable to any significant changes to the solution.

vi. The prices quoted shall be inclusive of all taxes, duties and statutory payments incident upon the bidder and it shall be a fixed price bid. Once the prices have been submitted as part of Commercial bid to HALSA, no change / modification will be entertained for any cause whatsoever. The prices once provided by the bidder will be valid for the entire period of validity of the bid (till completion of project for the selected bidder as System Partner/Implementation Partner).
vii. Any increase/decrease in the rates of taxes, duties, charges and levies, statutory ones at a later date and during the tenure of the bid/project will be to the account of the HALSA.

viii. Financial Evaluation shall be done on the basis of price quoted for total items (i.e. grand total amount).

ix. Proposals not containing cost for any of the cost components shall be straightway rejected without any further consideration.

x. The System Partner shall be responsible for the costs towards travel/stay, daily allowance or any other allowances with respect to their staff deployed for the execution of this project before or after the award of the contract.

xi. Agency/System Partner would be responsible for making the solution perform on a turnkey basis. In case the Agency/System Partner does not consider any specific hardware/software/system/service in the commercial bid, which would hamper the performance of the solution, HALSA would not be held responsible. In such a case, the System Partner has to provide additional equipment/services, without any additional cost to HALSA.

**Quality and Cost Based Selection**

The method employed for the final selection of the System Partner and award of the contract will be QCBS i.e. Quality and Cost Based Selection method, which would ensure the quality of the solution as well as the cost effectiveness of the same. Each bidder would be assigned a technical score (TS) and a financial score (FS) based on the technical and financial evaluation of the bid respectively. These scores would then be combined with pre-assigned weights (0.7 for technical score and 0.3 for financial score) and the bidders would be ranked as per this combined score. Bidder with the highest final composite score \(\text{Final Composite Score} = \text{TS} + \text{FS}\) shall be declared as “Best Evaluated Bidder” and shall be called for further process of negotiates etc. leading to the award of the contract. The Bidders are requested to take note of the following:

i. The weights assigned for each item is for the purpose of evaluation of this bid only and does not necessarily reflect the actual transactions/quantities that would be undertaken for the period of contract.

ii. In case of a tie in the final composite score, the bidder having highest technical score will be considered eligible further process of negotiates etc. leading to the award of the contract.
iii. HALSA may waive any minor informality or non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

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

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

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

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

Part-3: Commercial Bid in the format as specified in Annexure 3 of this document. Any other information that is required to be submitted in the bid or to supplement the information provided in the forms (Work orders etc.).

The bidders must submit the individual file for Part-1 (General Information), Part-2 (Technical) and Part-3 (Commercial) bid in hard copies along with soft copy in OCR (content searchable) format in DVD/CD of Part 1 & Part-2 of bids.

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

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

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

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

Proposal Cover Letter
The bidder shall provide the Proposal covering letter (on company’s letter head) only in the format provided in Annexure 1, Form 1 of this document.
General information of the bidders
The bidder shall provide the General information about them (on company’s letter head) only in the format provided in Annexure 1, Form 2 of this document.

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

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

Authenticity of Documents submitted
Bidders should submit an unconditional declaration as per Annexure 1, Form 5 on company’s letter head that all the requisite Forms/Declarations/Covering Letter/Annexure/Documents submitted as part of, technical and financial bids are in the same format as given in the TOR and shall not include any conditional statements. Deviations (if any) from the defined scope of proposed project are explicitly mentioned in the Form 6 of this document.

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

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

Complete Responsibility for the completion and execution of the project in all respects.
Bidder should furnish unconditional declaration for Complete Responsibility of the project in the format described in Annexure 1, Form 8 of this document.

Deviations and Exclusions
The bidder shall provide the deviations and exclusions, if any, from the defined scope of proposed project only in the format described in Annexure 1, Form 9 of this document.
Source Code and Intellectual Property Rights
The IPR of complete IT system (Portal, Application etc.) shall lie with HALSA. Bidder should furnish unconditional declaration for supporting the clause only in the format described in Annexure 1, Form 10 of this document.

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

Technical Proposal
The Technical Proposal should consist of the information mentioned in the format provided in Annexure 2, Form 10 of this document Please note:

i. In case of any deviations, the same needs to be clearly highlighted as per the format described in Annexure 1, Form 9.

ii. The technical bid must NOT contain any pricing/ commercial information.

iii. In submitting additional information, please mark it as supplemental to the required response.

iv. The technical bid should address the following at the minimum:

The Technical Proposal should be concise and should address the following at the minimum without ambiguity:

a) Brief Profile of bidder

b) Approach and Methodology proposed in terms of:

   - Project Understanding
   - Deployment Plan
   - Technology stack to be used (for designing, development & Database)
   - Detailed, Technical Architecture
   - Detailed Proposed Project Management approach and methodology
   - Training and O &M support

c) Experience in Design, Development and Operation of website and software for any Government Department/Public Sector Undertaking/Private sector. (Strictly as per defined template).

d) Detailed Project/Work Plan (as per defined template)
e) Detailed Resource Deployment Plan of the proposed manpower Including Team structure and CV of the resource(s) proposed separately. (Strictly as per defined template)
f) Technical Presentation
g) Proof of Concept

v. The deliverables as given in the technical bid should be in consonance with the Commercial Bid. Any deviations in the final deliverables between technical and commercial bids shall make the bid as being unresponsive and may lead to disqualification of the bid. HALSA reserve the right to take appropriate decision and action in this regard.
vi. HALSA is also open to any suggestions that the bidder may want to render w.r.t, the approach adopted for the assignment in the light of their expertise or experience from similar assignments. However, this should not lead to the submission date being missed or extended.

Project Description Template
i. Bidders shall provide this information only as per the format (Project Description Template) provided in Annexure 2, Form 11 of this document.

Work Schedule Template
The bidders shall showcase the project/work plan for different tasks which the vendor plans to start and accomplish as part of the project against technical criteria at Sr. No 4 (Annexure 2, Form 12) as per the format (Work Schedule Template) provided in Annexure 2, Form 12 of this document.

Team Composition and Task Assignments
The bidder shall provide Manpower Deployment Plan against technical criteria at S No 5 (Annexure 2, Form 13) only in the format designed for Team Composition and Task Assignments & provided in Annexure 2, Form 13 of this document with the information regarding the expertise of the resources in the organization that enable the organization to provide a scalable, robust, and industry-standards based product and support services.

Curriculum Vitae (CV) for Proposed Nodal officer (Project Lead/Manager)
The bidder shall provide the information against technical criteria at S No 5 (Annexure 2, Form 13) as per the format provided at Annexure 2, Form 14 (Curriculum Vitae (CV) for Proposed Professional Staff Template) of this document.

Commercial Bid
The price would be strictly as per Annexure 3 of the TOR. The bids not conforming to the format shall be rejected.
Covering Letter
The bidder has to submit the Commercial Proposal along with the Covering letter (on company’s letter head) only in the format provided in Annexure 3, Form 16 of this document. Proposal without Covering letter shall be rejected.

Commercial Proposal
The bidder has to submit the Commercial Proposal only in the format provided in Annexure 3, Form 16 of this document. The details of Cost Components shall be submitted in the format provided in Annexure 3, Form 16. Please note:

i. The Financial Proposal should only indicate prices without any condition or qualification whatsoever and should include all taxes, duties, fees, levies and other charges levied by Central & State, as may be applicable in relation to activities proposed to be carried out.

ii. The commercial bid must be detailed and must cover each year of the contract term. The bidder must provide the Original commercial bid in online only.

iii. The bidder is required to quote for all the defined requirements on a fixed price basis. In addition, they are required to quote for manpower based on experience levels of candidates as indicated in the financial quote. Blended rate as specified in the financial quote shall be applicable to any significant changes to the solution.

iv. Since the operations could keep evolving requiring inclusion of Add on Project Item(s), any new e-forms, bidder is also required to furnish a fixed price quote for the same as specified in the financial proposal.

Financial Evaluation shall be done on the basis of price quoted for total items (i.e. grand total amount).

vi. Proposals not containing cost for any of the cost components shall be straightway rejected without any further consideration

Terms and Conditions - Post Award of Contract
Change Request
The bidders are also required to quote for manpower based on experience levels of candidates as indicated in the financial quote. Blended rate as specified in the financial quote shall be applicable to any significant changes to the solution.
Limitation of Liability

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

Termination

Material Breach

(a) In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a one month’s notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the HALSA as the case may be will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:

(i) If the Implementation partner is not able to deliver the services as per the SLAs defined in this TOR which translates into Material Breach, then the HALSA may serve a 7 days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the HALSA will have the option to terminate this Agreement. Further, the HALSA may also offer a reasonable opportunity to the System Partner to explain the circumstances leading to such a delay.

(b) In the event that System Partner undergoes change of control, HALSA may, as an alternative to termination, require a full Performance Guarantee for the obligations of System Partner by a guarantor acceptable to HALSA or its nominated agencies. If such a guarantee is not furnished within 30 days of HALSA’s demand, the HALSA may exercise its right to terminate this Agreement in accordance with this Clause by giving 15 days further written notice to the System Partner.

Effects of termination

(a) In the event that HALSA terminates this Agreement pursuant to failure on the part of the System Partner to comply with the conditions as contained in this Clause and depending on the event of default, Performance Bank Guarantee furnished by System Partner may be forfeited.

(b) Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule set out in this Agreement.
(c) On termination of this Agreement for any reason, the HALSA will decide the appropriate course of action.

**Termination of this Agreement due to bankruptcy of System Partner**

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

(a) The System Partner reporting an apprehension of bankruptcy to the HALSA or its nominated agencies;

(b) HALSA or its nominated agencies apprehending a similar event.

**Exit Management Clause**

**Exit Management Purpose**

(a) This schedule sets out the provisions, which will apply on completion and termination of the contract

(b) The bidder/System Partner shall provide Exit Management plan clearly specifying the duration and activities required for such transition/migration before three months’ period from the date of expiry of contract, or termination of the operations

(c) The parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule

(d) Cooperation and provision of information - During the exit management period the existing System Partner will allow new designated agency to access information required to define the current mode of operation; enabling the new designated agency to assess the existing services being delivered and take proper control of the infrastructure being used.

(e) In case of premature termination of contract, the bidder shall initiate exit management and shall carryout all operations till the time; handover to the new designated agency is completed. During such transition/migration stage it is also to be ensured that there is no service down time.

(f) The bidder shall provide handholding support/overlapped operations for a period of 3 months with the new designated agency who is going to manage the operations thereafter.

**Force Majeure**

The vendor shall not be to liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
For purposes of this Clause, “Force Majeure” means an event beyond the control of the and not involving bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the HALSA in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

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

Disputes Resolution

Amicable Settlement

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

JURISDICTION:

The dispute, if any shall be subjected to the jurisdiction of courts at Panchkula (Haryana)/Punjab and Haryana High Court, Chandigarh. Any other jurisdiction mentioned in the quotation/tender or invoices or any other document shall have no legal sanctity. Terms and conditions printed on Quotation/invoice of the firm if any shall not be binding on the HALSA except those mentioned specifically on the work order and acceptance of the work order shall be construed as the firms complete agreement to all the terms and conditions contained in the work order. Any dispute arising with regard to any aspect of the contract shall be settled through mutual consultations and agreement between the Bidder and the HALSA.

ARBITRATION:

For the purpose of this contract, there will be no provision of arbitration. The decision of the Hon’ble Executive Chairman of HALSA shall be final and binding in case of any depute.
RECOVERY OF SUMS DUE:
Whenever any claim for the payment of money arises out of or under this contract against the Bidder / contractor, the HALSA shall be entitled to recover such sum by appropriating, in part or whole the bills, performance amount / security deposit deposited by the contractor. Should the sum not be sufficient to cover the full amount recoverable, the Contractor shall pay on demand the remaining balance due to the HALSA.

INDEMNITY:
The HALSA shall not be liable for discharging any financial, judicial and / or administrative commitments made by the Bidder / contractor to any entity whatsoever. The Bidder / contractor shall be solely responsible for fulfilling its obligations under the contract and various laws as applicable and amended from time to time. The Bidder / contractor shall indemnify/compensate HALSA and its employees and its properties against any loss and / or damage caused or likely to be caused by any omission/neglect/ action, demand, proceedings, dishonesty or connivance of any work force of the contractor, prosecutions, attachments, non – payment of taxes, non-clearance of liabilities, non – observance of statutory laws /rules of the local bodies/ State/ Central Governments.

CONFIDENTIALITY:
It is understood between the parties hereto that during the course of business relationship, the Bidder / contractor or its personnel may have access to confidential information of HALSA and it undertakes that it shall not, without HALSA’s prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years from the date of expiry of the agreement. In case of default, suitable punishment in the form of fine, financial loss suffered by HALSA or debarring the firm for works associated with HALSA in future, can be imposed by HALSA on the contractor and the same shall be acceptable to the contractor. The HALSA shall also be at liberty to initiate civil/criminal action against the concerned personnel or/and contractor in case of default as aforesaid.

Award of Contract
Award Criteria
The Best Evaluated Bidder according to QCBS evaluation will be considered first for award of contract by the HALSA.
Right to accept / reject any or All Proposals
HALSA reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids at any time prior to award of contract, without thereby incurring any financial or other liability to the affected bidders or any obligation to inform the affected bidders of the grounds for HALSA decision.

Notification of Award
Prior to the expiration of the validity period, HALSA will notify the successful bidder in writing, to be confirmed in writing by letter, that its bid has been accepted. In case the tendering process/public procurement process has not been completed within the stipulated period, HALSA may request the bidders to extend the validity period of the bid. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of performance guarantee, HALSA will promptly notify each unsuccessful bidder. HALSA shall not be bound to give reasons for rejection of any bid.

Contract Finalization and Award
High power purchase committee of the state is the competent body to authorize the award and such award shall be subject to the norms applicable by the state.

Signing of Contract
Within 15 days of receipt of the initial Notification of Award the successful Bidder shall execute the Contract with HALSA. The submission of Performance Bank Guarantee shall be a pre-condition for signing of the contract (please refer Annexure 4 for submission of Performance Bank Guarantee).

Term of the Contract
The term of this Contract shall be for a period of three years commencing from the date of “Successful Implementation / Go-live” of end to end solution. However, the contract may be extendable, on mutually agreed terms and conditions, one year at a time for a period of next three years. (The Date of Go-Live will be date on which bidder received Letter of Successful Implementation/ Go-live from HALSA)

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

Payment Schedule
The following section outlines the payments to be given by HALSA to the selected bidder for successful execution of the project at each milestone of the project.
Payment Schedule for the Services provided by the System Partner

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

a) No advance payment shall be made
b) 50% at the time of successful commissioning of Web Portal hosting of Applications.
c) 26% after successful running of application, Training, Handling of Source Code and User Acceptance.
d) 1% to be paid on monthly basis for a period of two years after successful commencement towards Updation, Maintenance, Uploading of New content for a period of 24 months. [In case of any default the payment shall not be released for the said month and the period for release of payment shall be extended subsequently.]

Annual Maintenance Contract:

AMC shall start once the payment is fully released by HALSA. Further, AMC will be issued for a period of 3 years and will include the cost of regular Updation, up-keeping, bug fixing and taking care of security aspects of website and mobile application. The cost will be divided as per Form 16 placed in Annexure.

TDS will be deducted as per rules

Other Payment Terms

a. Any increase/decrease in the rates of taxes, duties, charges and levies at a later date and during the tenure of the bid/ project will be to the account of the HALSA
b. Whenever the penalty is levied on System Partner for failing to meet the required SLA, the payment shall be made for the quarter and the penalty (if any) will be adjusted in the payments of next quarter.
c. Any delay on account of HALSA & stake holders department officials (and not attributable to the System Partner) shall not be taken into account while computing adherence to service levels for the System Partner. The final authority in deciding the responsibility lies totally with the HALSA only.
d. Any monetary figure in decimal shall be rounded off to the nearest INR.
e. All payments would be subject to withholdings, if any, due to SLA and performance criteria besides other statutory withholdings
f. Additional Payment would be made for any add-on works given to the vendor & all such payments shall be as per the provisions in the financial bid for which the bidder is expected to quote a price.

General Instruction:

The project will be done in coordination with NIC/HARTRON if so desired by HALSA.
Annexure

Annexure – 1 General Information & Compliance to Instructions to Bidder Form 1:

Proposal Cover Letter

[Date]TOR No.:-

To,
The Member Secretary,
Haryana State Legal Services Authority
Plot No 09, Sector 14, Panchkula

Dear Sir,

Ref: TOR for Selection of Software Development Organisation for Designing and Development of Desktop and Mobile Application with Maintenance & Support Services for e-DLSA Project of HALSA.

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

We undertake, if our bid is accepted, to adhere to the implementation plan (Project schedule for providing Services in Study, Design, Development, Implementation, Operation and Maintenance of proposed project put forward in the TOR or such adjusted plan as may subsequently be mutually agreed between us and HALSA 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 120 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 HALSA.

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 HALSA is true,
accurate, and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead HALSA as to any material fact.

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

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

Dated this Day of 2019

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
Form 2: General information of the bidders

<table>
<thead>
<tr>
<th>General Information</th>
</tr>
</thead>
</table>

Details of the Bidder

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Address</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Fax</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>E-Mail</th>
<th>Website</th>
</tr>
</thead>
</table>

Details of contact person

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Mobile Number</th>
<th>Email</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Landline Number</th>
</tr>
</thead>
</table>

Dated:

Place: Signed & sealed: (Authorized representative of the firm)

Please Note:

a. All Fields are to be filled & should not be altered or left blank
Form 3: Bidder's Authorization Certificate

To,
The Member Secretary,
Haryana State Legal Services Authority
Institutional Plot No. 09, Sector 14, Panchkula

<Bidder's Name>  <Designation> is hereby authorized to sign & stamped 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 Commercial 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 4: Declaration for Conflict of Interest

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

In the event of any change/deviation from the factual information/declaration HALSA, 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 5: Declaration for Authenticity of Documents submitted

I, authorized representative of _________________________, hereby solemnly undertake that all the requisite Forms/Declarations/Covering Letter/Annexure/Documents submitted as part of pre-qualification, technical and financial bids are in the same format as given in the TOR and shall not include any conditional statements. Deviations (if any) from the defined scope of proposed project are explicitly mentioned in the Form 9 of this document. In the event of any change/deviation from the factual information/declaration HALSA, 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 6: Declaration for Completeness of the Bidding Documents

I, authorized representative of __________________________, hereby solemnly affirm that the complete solution to accomplish the requirements of the TOR has been understood and has been factored in the documents submitted as a part of proposal/bid for “Study, Design, Development, Implementation, Operation & Maintenance of Software for HALSA e-DLSA with Maintenance & Support Services”.

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 HALSA, 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 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 in all respect considered for “Selection of System Partner for Study, Redesign, Development, Implementation, Operation & Maintenance of Software for HALSA e-dlsa with Maintenance & Support Services”.

In the event of any deviation from the factual information/ declaration HALSA, 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 Complete Responsibility

I, authorized representative of Bidder ________________________________ for the purpose of bidding for “Study, Design, Development, Implementation, Operation & Maintenance of Software for HALSA e-dlsa”. I, hereby solemnly affirm that we shall be solely liable and responsible for the completion and execution of the project in all respects. In the event of any deviation from the factual information/ declaration HALSA, reserves the right to terminate the contract without any compensation to the System Partner.

Dated:

Signed & sealed: (Authorized representative of the firm)

Place:
Form 9: Declaration for Source Code and Intellectual Property Rights

I, authorized representative of _________________________, hereby solemnly affirm to the IPR and Source Code rights as defined in this TOR document.

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

Dated:

Signed & sealed: (Authorized representative of the firm)

Place:
### Annexure 2: Technical Bid Format & Evaluation Criterion

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

**Form 10: Criteria/Sub Criteria and Point System for the Evaluation of Technical Bids**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Technical Criteria/Sub Criteria</th>
<th>Maximum Weight</th>
<th>Documents to be furnished along the Technical Bids</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>In last 2 years, the bidder must have completed / in progress minimum 2 projects for Development of web based application/web portal/website in Government Sector. Each project 7 marks</td>
<td>10</td>
<td>Work order and completion certificate</td>
</tr>
<tr>
<td>2</td>
<td>In last 2 years, the bidder must have completed minimum 2 projects for Development of web based application/web portal/website in Government Sector/ Public/Private Sector Each project 8 marks</td>
<td>12</td>
<td>Work order and completion certificate</td>
</tr>
</tbody>
</table>
| 3       | Approach and Methodology proposed in terms of  
  a) Project understanding  
  b) Deployment/Project Plan  
  c) Technology stack to be used (for designing, development & Database)  
  d) Detailed Technical Architecture  
  e) Proposed Project Management approach and methodology (training and O&M support) | 10             | a) Project understanding detail  
 b) Deployment Plan  
 c) Technology stack to be used (for designing, development & Database)  
 d) Detailed Technical Architecture  
 e) Proposed Project Management approach and methodology  
 f) Training and O&M support |
| 4       | Technical Presentation 21 Copy of the Technical Presentation |                |                                                  |
| 5       | Proof of concept 10 Copy of Proof of concept |                |                                                  |
| 6       | Detailed Resource Deployment Plan of the proposed manpower including team structure and CV of the Nodal Officer resource(s) proposed. 7 Detailed Resource Deployment Plan of the proposed manpower Including Team Structure and CV of the Nodal Officer resource(s) proposed. | 7              |                                                  |

**Total** | **70** |                                                  |

Date:          Place:
Form 11: Project Description Template

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particular</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Citation Serial Number</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Name of Project</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Name of Client</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Address of Client</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Contact Person Name &amp; Mobile / Telephone</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Type of Project (Government/Private/others)</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Type of Assignment (Development/Customization/Service/others)</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Total Assignment Value (in Rs) (excluding tax)</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Payment realization value against project (till date)</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Start &amp; End Date From: To:</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Project Timelines / Duration (in months)</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Name of modules implemented in the project</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Whether completed or ongoing</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Ongoing Activities</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Number of personnel provided by the Agency (team size)</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Brief narrative description of Project:</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Name of key team personnel involved and functions performed by them</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Plan for bringing knowledge and experience from this citation</td>
<td></td>
</tr>
</tbody>
</table>

Please Note:

a. All Fields are to be filled & should not be altered or left blank
b. Please use separate sheets for separate projects.
Form 12: Work Schedule Template

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

<table>
<thead>
<tr>
<th>s.no</th>
<th>Activity</th>
<th>Name of Resource/ Manpower Allocated</th>
<th>Position of Resource/ Manpower Allocated</th>
<th>Whether Allocated Onsite / offsite</th>
<th>months/weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Dated:  
Place: Signed & sealed: (Authorized representative of the firm)

Please Note: -

a. Duration of activities shall be indicated in the form of a bar chart.

b. The work schedule should reflect how and by when the bidder is expected to complete the assignment for each of the component, as per the major deliverable in the scope of work of the vendor and the timelines of achieving the same as mentioned in the TOR.
Form 13: Team Composition and Task Assignments

<table>
<thead>
<tr>
<th>Professional Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Staff</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

Signed & sealed: (Authorized representative Of the firm)

Place:

Please Note:-

a) This information should be provided for all key staff, such as team leaders, project managers, technical support staff, etc.

b) The relevant CV’s of the professional staffs mentioned above are also required to be given in the format provided under this section.
Annexure 3: Commercial Bid Format

Form 15: Covering Letter

To,
The Member Secretary,
Haryana State Legal Services Authority
Plot No. 09, Sector 14, Panchkula


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

Sir,

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect of Selection of System Partner for Software Design and Development for HALSA e-dashboard with Maintenance & Support Services do hereby propose to provide services as specified in the Tender documents number <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

1. PRICE AND VALIDITY

   All the prices mentioned in our Tender are in accordance with the terms as specified in the TOR documents. All the prices and other terms and conditions of this Bid are valid for a period of 120 calendar days from the date of opening of the Bid.

   We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.

   The proposal covers optional cost items and cost for additional work resulting from scope changes as specified in this document

2. UNIT RATES

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

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid. Further we agree that additional conditions, if any, found in the Tender documents, other than those stated in deviation schedule, shall not be given effect to.

4. TENDER PRICING

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

5. QUALIFYING DATA

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

6. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the TOR. These prices are indicated in Annexure 3, Form 16 of this Section attached with our Tender as part of the bid proposal.

Yours faithfully,

(Signature of Bidder)

Designation Seal
Date:
Place:
Business Address:
Form 16: Summary of Cost Components

(To be submitted online)

To,
Member Secretary
Haryana State Legal Services Authority.
Plot No. 09, Sector 14
Panchkula-134109


Dear Sir,

We hereby bid for the Software Design and Development for aforementioned project with Maintenance & Support Services, as per the TOR Document, as under:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Amount (in INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A)</td>
<td>Software Design and Development for HALSA e-dashboard with security Audit (Third Party)/ Hosting/Maintenance &amp; Support Services.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>GST extra</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub Total A)</td>
<td></td>
</tr>
<tr>
<td>(B)</td>
<td>AMC charges (3 years)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Annual Maintenance Cost (Regular Updating, Up keeping, Bug Fixing and taking care of security aspects of the complete website)</td>
<td></td>
</tr>
</tbody>
</table>

Haryana State Legal Services Authority,
Institutional Plot No. 9, Sector – 14, Panchkula.
Contact 0172-2562309 www.hlsla.gov.in Email – hlsla.haryana@gmail.com
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>AMC for 1st year of Total Cost</td>
</tr>
<tr>
<td>2</td>
<td>AMC for 2nd year of Total Cost</td>
</tr>
<tr>
<td>3</td>
<td>AMC for 3rd year of Total Cost</td>
</tr>
<tr>
<td>4</td>
<td>GST extra</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sub Total B</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>C</th>
<th>Charges for Hosting and domain renewal</th>
<th>For 3 years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>GST extra</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sub Total (D)</th>
<th></th>
</tr>
</thead>
</table>

| Grand Total (A) + (B) + (C) | |

Grand Total in Word: