

Terms of Reference (TOR)

Selection of a Service Provider for the Development of
Website and Grievance Redressal System.

For

State Food Commission, Haryana

from

Companies/ Agencies already empaneled with
HARTRON

TOR No. HARTRON/PM/ICT/ToR-SFC/2026-27/01

Released by:



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DISCLAIMER

This Terms of Reference (TOR) is for the Selection of a Service Provider for the development of Website and Grievance Redressal System for State Food Commission, Haryana and is issued by Haryana State Electronics Development Corporation Limited (referred in the document as HARTRON).

Whilst the information in this TOR has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither HARTRON, nor its employees, nor any of their advisors nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the TOR, or for any errors, omissions or misstatements, negligence or otherwise, relating to the proposed Project/ Product Name, or makes any representation or warranty, express or implied, with respect to the information contained in this TOR or on which this TOR is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this TOR is selective and is subject to updation, expansion, revision and amendment at the sole discretion of HARTRON. It does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Each Party must conduct its own analysis of the information contained in this TOR, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed Project/ Product Name, the regulatory regime which applies thereto and by and all matters pertinent to this Product and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to this Project. HARTRON shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the TOR in any manner whatsoever.

This TOR includes certain statements, Project/ Product Name, etc. with respect to the Project/ Product Name. Such statements, Project/ Product Name, etc. reflect various assumptions made by the management, officers, employees, consultants, and experts of HARTRON which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of assumptions on which they may be based and nothing in this TOR is, or should be relied on as, a promise, representation or warranty.

HARTRON shall be the sole and final authority with respect to qualifying a proposer through this TOR. The decision of HARTRON in selecting the 'Service Provider' (SP) who qualifies

through this TOR shall be final and HARTRON reserves the right to reject any or all the proposals without assigning any reason thereof.

HARTRON may terminate the TOR process at any time without assigning any reason and upon such termination, HARTRON shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

1. Invitation to Bid

HARTRON invites sealed proposals from eligible bidders for the development of Website and Grievance Redressal System for State Food Commission, Haryana.

General Information

1.	TOR Inviting Authority Designation and Address	Managing Director, Haryana State Electronics Development Corporation Limited (HARTRON), SCO 111-113, 2 nd Floor, Sector 17-B, Chandigarh - 160 017.
2.	Name of the Work/ Project	Selection of a Service Provider for the development of Website and Grievance Redressal System for State Food Commission, Haryana.
	TOR reference	HARTRON/PM/ICT/ToR-SFC/2026-27/01
3.	Starting date of ToR	30.06.2026
4.	Last date and time for submission of proposals	04.07.2026 by 17:00 Hours in the office of PM (ICT) , Hartron Bhawan, Bays No. 73-76, Sector 2, Panchkula - 134 109
5.	Date and Time of opening Technical proposals and Venue	06.07.2026 at 10:30 Hours, Venue: Hartron Bhawan, Bays No. 73-76, Sector 2, Panchkula - 134 109
6.	Date and Time of opening financial proposals and Venue	Will be intimated later. Venue: Hartron Bhawan, Bays No. 73-76, Sector 2, Panchkula - 134 109
7.	Validity of Financial Proposals	Financial Proposals must remain valid for a period of 180 days after the opening of Financial Proposals.

Note: MD, HARTRON reserves the right to change any schedule of TOR proposal process. In case a Central/ State Holiday is declared on any day/ dates as specified above, the event shall be held on the next working day at same time and same venue.

Address for correspondence: PM (ICT), Hartron Bhawan, Bays No. 73-76, Sector 2, Panchkula - 134 109 **email:** ebidshartronsw@gmail.com and dhicthartron@gmail.com

1. Introduction

This document serves as the Terms of Reference (ToR) for empaneled companies of Haryana State Electronics Development Corporation Limited (HARTRON) interested in providing the services as per the scope of work defined in ToR document below.

2. Background

The State Food Commission (SFC), Haryana intends to develop an integrated web-based portal along with a centralized Grievance Redressal System for effective monitoring, transparency, and public service delivery related to food security and welfare schemes being implemented in the State of Haryana.

The portal shall act as a single digital platform for dissemination of information regarding the Commission's activities and for addressing grievances of beneficiaries related to schemes such as Public Distribution System (PDS), Mid-Day Meal Scheme, and welfare services for pregnant and lactating women receiving subsidized commodities.

The proposed system shall facilitate integration with concerned departments and the Right to Service (RTS) Portal for seamless grievance tracking, escalation, monitoring, and timely redressal.

With evolving digital technologies, user expectations, and the need for compliance with the latest **Guidelines for Indian Government Websites (GIGW 3.0)** and **Web Content Accessibility Guidelines (WCAG 2.1)**, it has become necessary to **develop** the website to make it more user-centric, accessible, and secure.

The developed website shall serve as a comprehensive, transparent, and interactive platform for citizens, departments, and stakeholders.

3. Objectives

The primary objectives of the website development project are as follows:

1. To design the website with a **modern, responsive, and accessible user interface**.

2. To ensure **GIGW 3.0 and WCAG 2.1 (Level AA)** compliance.
3. To develop the website using **secure, scalable, and open-source technologies**.
4. To enable an **easy-to-use Content Management System (CMS)** for authorized personnel to manage content.
5. To improve **content organization, searchability, and multilingual support (Hindi and English)**.
6. To implement robust **security, backup, and maintenance mechanisms**.
7. To achieve **STQC certification** prior to go-live.
8. To enhance **user engagement** through better design, accessibility, and interactivity.

4. Scope of Work

A. Development of Official Website Website Design & User Interface

The agency shall:

- Design and develop a responsive, user-friendly, and mobile-compatible website.
- Ensure compatibility across desktops, tablets, and smartphones.
- Develop modern UI/UX with accessibility standards compliance.
- Provide multilingual support (English and Hindi).
- Ensure browser compatibility for all major browsers.
- Implement responsive design for various screen sizes.

Website Modules

The portal shall include the following modules/features:

a. Home Page

- Dynamic homepage with banners, announcements, highlights, and latest updates.
- Vision, mission, and objectives of the Commission.
- Chairman's message.
- Quick access links and important notices.

b. About Us Module

- Organizational structure.
- Roles and responsibilities.
- Legal framework and Acts/Rules.
- Commission members and officials.

c. Schemes & Welfare Information Module

- Details of welfare schemes:
 - Public Distribution System (PDS)
 - Mid-Day Meal Scheme
 - Women & Child Welfare schemes
- Eligibility criteria and beneficiary information.
- Guidelines, circulars, and notifications.

d. Downloads & Publications

- Annual reports.
- Orders and circulars.
- Forms and downloadable documents.
- Policies and reports.

e. News & Events Module

- News updates.
- Events and meeting details.
- Press releases and media gallery.

f. Contact & Helpdesk

- Contact details of offices and officials.
- Online inquiry/helpdesk form.
- Office location and maps integration.

g. Search Functionality

- Advanced search for documents, notifications, grievances, and reports.

B. Grievance Redressal System (GRS)

The vendor shall develop a comprehensive online Grievance Redressal System with the following features:

a. Citizen Registration & Login

- User registration through mobile number/email.
- OTP-based authentication.
- Citizen login dashboard.
- Profile management.

b. Grievance Submission

The system shall allow beneficiaries/citizens to:

- Lodge grievances online.
- Select grievance category and department.
- Upload supporting documents/images.
- Enter beneficiary details.
- Track submitted grievances.

c. Grievance Categories

Provision for grievance categories including:

- PDS-related grievances.
- Ration card issues.
- Non-delivery of food grains.
- Mid-Day Meal complaints.
- Women & Child Welfare complaints.
- Delay in service delivery.
- Corruption/misconduct complaints.
- Other miscellaneous grievances.

d. Workflow Management System

The system shall include:

- Automated grievance routing.
- Department-wise assignment.
- Escalation matrix.
- SLA-based timelines.
- Auto reminders and alerts.
- Reopening and reassignment facility.

e. Grievance Tracking

- Unique grievance registration number.
- Real-time status tracking.
- SMS/Email notifications.
- Citizen feedback and satisfaction mechanism.

f. Department Login & Dashboard

Department officials shall have:

- Role-based secure login.
- Pending grievance dashboard.
- Escalated grievances monitoring.
- Disposal and action taken entry.

- Document upload facility.
- SLA monitoring dashboard.

g. Chairman/Admin Dashboard

Administrative dashboard shall provide:

- Real-time monitoring of grievances.
- Department-wise analytics.
- Pending/disposed grievance reports.
- SLA compliance reports.
- Heat maps and graphical reports.
- District-wise performance analysis.
- User management.

C. Integration Requirements

The selected vendor shall integrate the portal with the following systems/departments:

a. Food & Supplies Department

- Integration for PDS-related grievance validation and status monitoring.

b. Women & Child Welfare Department

- Integration for complaints related to beneficiary welfare services.

c. Elementary Education Department

- Integration for Mid-Day Meal-related grievances and reporting.

d. Right to Service (RTS) Portal Integration

The system shall integrate with RTS Portal for:

- Real-time grievance synchronization.
- Status exchange.
- Service tracking.
- Escalation monitoring.
- API-based integration.

The vendor shall coordinate with concerned departments for API integration and data exchange mechanisms.

D. Content Management System (CMS)

The portal shall include a robust CMS enabling authorized officials to:

- Add/update/delete content.
- Upload notifications and circulars.
- Manage menus and pages.
- Publish news/events.
- Manage downloadable documents.
- Moderate grievance content.

CMS shall support role-based access control.

E. MIS Reports & Analytics

The system shall provide configurable MIS reports including:

- Department-wise grievances.
- Scheme-wise grievances.
- District-wise reports.
- SLA compliance reports.
- Monthly/quarterly/yearly statistics.
- Disposal trends.
- User activity logs.
- Export in PDF/Excel formats.

F. Security Requirements

The selected vendor shall ensure:

- SSL implementation.
- Role-based access control.
- Secure authentication mechanisms.
- Audit logs and activity tracking.
- Protection against cyber vulnerabilities.
- Data encryption.
- Regular backup mechanism.
- Compliance with Government security guidelines.
- Security audit through CERT-In empanelled agency before Go-Live.

G. Hosting & Infrastructure

The vendor shall:

- Deploy the application on Government-approved cloud/on-premise infrastructure.
- Configure production, staging, and testing environments.
- Ensure scalability and high availability.
- Implement backup and disaster recovery mechanisms.

H. Mobile Responsiveness & Accessibility

The portal shall:

- Be mobile responsive.
- Follow GIGW guidelines.
- Support accessibility standards for differently-abled users.
- Support bilingual interface.

I. Training & Capacity Building

The vendor shall provide:

- Administrator training.
- Department user training.
- Technical training for IT staff.
- User manuals and documentation.
- Operational handholding support.

J. Testing & Quality Assurance

The vendor shall conduct:

- Unit testing.
- Integration testing.
- User Acceptance Testing (UAT).
- Load and performance testing.
- Security testing.
- Bug fixing and stabilization before Go-Live.

K. Operations & Maintenance Support

The selected agency shall provide comprehensive Operations & Maintenance (O&M) support including:

- Bug fixing and issue resolution.
- Security updates and patches.
- Performance monitoring.
- Backup monitoring.
- Technical support/helpdesk.
- Minor enhancements and updates.

L. Deliverables

The selected vendor shall provide:

- Requirement Specification Document (SRS)
- UI/UX Design Prototypes
- Developed Website & GRS Application
- Source Code and Database Scripts
- API Integration Modules
- Test Reports

- Security Audit Report
- User Manuals & Technical Documentation
- Training Materials
- Deployment & Go-Live Support

M. Compliance Requirements

The solution shall comply with:

- Government of India Guidelines.
- GIGW Standards.
- CERT-In Security Guidelines.

5. Duration of the assignment

The duration for the assignment shall be Three [03] Months with a provision for the extension on TOR terms and conditions with mutual consent.

6. Payment Terms

Payment - Milestones

S. No	Key Activities/ Milestones	Description	Payment (%) of Fixed Price Cost	Remarks
1	Phase 1	Detailed Functional Requirement study, System Requirements Study, Gap Analysis and report submission.	20%	Payment will be release after the completion of the respective Phase and the authority approval from the Department.
2	Phase 2	Design & Development of Website and the Grievance Redressal System as per the scope of work.	40%	
3	Phase 3	User Acceptance Testing and Security Audit from CERT-In Agency and Go-Live of the application.	20%	
4	Phase 4	After successful Rollout of application.	20%	

7. Instruction to Bidders

6.1 Availability of Tender Document

The tender document be downloaded from Haryana e-Procurement Portal (<https://eprocurement.hartronservices.com/>).

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

the Bid. HARTRON shall, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the Bidding process.

6.2 Language of Bid/Contract

The language of the Bid shall be in English and all correspondence in this regard shall be in English language only.

6.3 Pre-bid meeting & clarifications

HARTRON shall hold a pre-bid conference/meeting with the prospective bidders as per the date and time mentioned in under “**Important Dates**” of this document.

6.4 Validity of Bids

The bids shall be valid for a period of 180 days from the date of financial opening of the bids.

6.5 Number of Bids

A Bidder is eligible to submit only one bid against this TOR.

6.6 Completeness of Bids

Bidders are advised to study all instructions, forms, terms, requirements and other information in the TOR documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the TOR document with full understanding of its implications.

The bidders must include all documentation and comply with all requirements as specified in the TOR. Failure to comply with the requirements of this TOR may lead to rejection of the bid.

6.7 Preparation of Bids

Proposal shall be typed and signed by the authorized signatory of the bidder who shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by a duly authorized person of the bidder.

A copy of the Power of Attorney certified under the hands of a director of the bidder or a notary public on the specified form shall accompany the Proposal.

6.8 Other Conditions

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

- i. HARTRON reserves the right to cancel the work order assigned to the Company/ Agency at any time without assigning any reason for the same. In case the work order is cancelled then the costs incurred will be borne by the selected bidder and under no circumstances the System Integrator shall be eligible for any payment or damages from the HARTRON.
- ii. Any customization work done, whether acceptable or unacceptable, developed or customized under a contract awarded as a result of this TOR shall be the sole property of the HARTRON unless stated otherwise.
- iii. Timing and sequence of events resulting from this TOR shall ultimately be determined by HARTRON.
- iv. No oral conversations or agreements with any official, agent, or employee of the HARTRON shall affect or modify any terms of this TOR, and any alleged oral agreement or arrangement made by a bidder with department, agency, official or employee of HARTRON shall not be superseded those results from this TOR process. Oral communications by HARTRON to bidders shall not be considered binding on HARTRON, nor shall any written material provided by any person other than HARTRON.
- v. Proposals are subject to rejection if they limit or modify any of the terms and conditions or specifications of this TOR.
- vi. 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 HARTRON participated directly or indirectly

in the bidder's bid preparation.

- vii. Neither the bidder nor any of bidder's representatives shall have any claims whatsoever against HARTRON 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).
- viii. Post the release of the TOR and until contract award, bidders shall not, directly or indirectly, solicit any employee of HARTRON to leave HARTRON 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 HARTRON. The same will apply to Hartron also.
- ix. The HARTRON reserves the right to terminate the full Bank Guarantee or any part of it furnished by the System Integrator with or without termination of contract, in case HARTRON or its nominated agency at any time during the tenure of the project observed that the bidder failed to comply with its obligations under the Contract.
- x. 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 HARTRON. Any notification of best evaluated/ preferred bidder status by HARTRON shall not give rise to any enforceable rights by the Bidder.

6.9 Financial Proposal

Bidders shall upload the financial proposal in the format at **Annexures ("Forms Required for Financial Proposal")** clearly indicating the total lump-sum cost of services in both figures and words, in Indian Rupees, and signed by the bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

While submitting the Financial Proposal, the Bidder shall ensure the following:

- i. All the costs associated with the assignment shall be included in the Financial Proposal. These shall cover equipment, surveys, overhead charges viz. travelling, boarding and lodging and out of pocket expenses in India. The total

amount indicated in the Financial Proposal shall be without any condition and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

- ii. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
- iii. All costs shall be expressed in INR.

6.10 Submission of Bids

You are requested to participate in the tender's process online. The bid shall be submitted online in two separate envelopes:

- 1. **Envelope 1 -Pre-Qualification Bid:** The bidders shall submit all the required documents like Pre-Qualification Criteria and all the supporting documents as mentioned in ToR except the price bid.
- 2. **Envelope 2 - Commercial Bid:** The bidders shall quote the prices in price bid format under Commercial Bid.

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

6.11 Award of Contract

After selection, a Letter of Award (the "LOA") shall be issued by HARTRON to the selected bidder and the selected bidder shall, within 3 (three) days of the receipt of the LOA accept the same. In the event of non- receipt of acceptance of the LOA by the Selected Bidder by the stipulated date, HARTRON may, unless it consents to extension of time for submission thereof, forfeit the EMD of such Applicant, and the next eligible bidder may be considered.

6.12 Execution of Contract

After acknowledgement of the LOA as aforesaid by the selected bidder and

submission of performance security, it shall execute the contract within 15 (fifteen) days from the date of issuance of LOA. The selected bidder shall not be entitled to seek any deviation in the Agreement. If the Selected Bidder fails to sign the contract within the stipulated time, his performance security shall be forfeited and appropriated by HARTRON. In such an event, HARTRON may invite the Next Ranked Bidder for negotiations.

6.13 Ownership Rights

The solution developed (including but not limited to the data held within), information, works of authorship, inventions, discoveries, improvements, methods, processes, formulas, techniques, technology, know-how, ideas, copyrights, source code, designs, architecture diagrams, licenses reports, presentations, and materials forming a part of or relating to the solution, this TOR, and all intellectual property and proprietary rights pertaining to the aforesaid (excluding any third party intellectual property rights) and anything (a) that is conceived, discovered, developed or otherwise made by the selected bidder, solely or in collaboration with others, in the course of performing the assignment pursuant to the award of Contract under this TOR; or (b) that reflects or contains HARTRON/ Client's confidential information; or (c) that forms all or part of a deliverable to be provided by the selected bidder, whether developed as part of the assignment or separately ("Work Product"), will be the sole property of HARTRON and HARTRON shall have all the rights, title and interests in respect of the same, in accordance with the terms of the Contract. In no event can a selected bidder claim its control or any rights, title or interest over the developed solution, its software, code, database, or any Work Product.

8. Evaluation Process

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 able to view the result (through the e-procurement portal) 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:

1. 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, HARTRON will examine the information supplied by the Bidders, and shall evaluate the same as per the evaluation criteria specified in this RFP. This evaluation will also involve scoring each component of the technical bid as per guidelines described in this RFP 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 RFP. The Bidder is 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 section 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.
- iv. The overall technical score cutoff is 60 marks. As one of the criteria, the bidder will require to attain the overall cutoff marks or more during the evaluation, for their commercial bids to be considered.
- v. Only the bidders, who score a total Technical score of 60 marks or more, will qualify for the evaluation of their Commercial bids.
- vi. After the technical evaluation is completed and approved, HARTRON shall open the Commercial Proposals of only those bidders who complied with the technical criterion specified in the ToR.

2. 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

Bidders are requested to take note of the following:

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

Marks assigned to financial bid = 100 * [F1 / Total Financial Bid under consideration]

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

- 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.
- 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 to 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.
- 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 HARTRON, 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).
- 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 HARTRON.
- Proposals not containing cost for any of the cost components shall be straightway rejected without any further consideration.

- 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.
- 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, HARTRON would not be held responsible. In such a case, the System Partner has to provide additional equipment/services, without any additional cost to HARTRON.

3. 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 (**Final Composite Score = $TS \times 0.70 + FS \times 0.30$**) shall be declared as “Best Evaluated Bidder” and shall be entitled for 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 for leading to the award of the contract.
- iii. HARTRON 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.

9. General Terms & Conditions

1. Indemnity

The Selected bidder shall indemnify HARTRON for any direct loss or damage that is caused due to the bidder's fraud, willful misconduct, and gross negligence, breach of confidentiality or breach of third-party intellectual property right or in the performance of the services.

2. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising HARTRON in relation to or matters arising out of, or concerning the Selection Process. HARTRON will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. HARTRON may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or HARTRON.

3. Corrupt & Fraudulent Activities

HARTRON shall reject a proposal for award, if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question. HARTRON shall deem a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time it determines that the bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

4. Force Majeure

a) Definition

For the purposes of this assignment, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, epidemic, pandemic, quarantine restrictions, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure

to prevent), confiscation or any other action by Government agencies.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b) Measures to be Taken

- i. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- iii. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- iv. During the period of its inability to perform the Services as a result of an event of Force Majeure, the Implementation Partner shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period. Such expenses will be approved by HARTRON. The Consultant will have to provide proper justification and certificate from their auditors for such expenses on the format as may be decided by HARTRON. The decision of HARTRON regarding such payments will be final.

5. Breach of Contract

- a) Material breach of Contract shall mean not submitting any deliverable as mentioned

in 'Payment - Milestones' section of this document and not rectifying the default within 30 days of being notified about the default.

- b) The failure of a Party to fulfill any of its obligations shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

6. Conflict of Interest

The selected bidder shall not receive any remuneration in connection with the assignment except as provided in the Contract. The team deployed by the Implementation Partner shall not engage in activities that conflict with the interest of HARTRON under this Contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services under the ongoing contract. The team engaged for this assignment should not be deployed in similar nature of assignment of any other state. It should be the requirement of the assigned works that the Implementation Partner should provide professional, objective and impartial advice and at all times hold the HARTRON's interests paramount, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.

7. Limitation of Liability

In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

8. Dispute Resolution

a) 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 15 days from the date of receipt of written notice, the matter will be referred to HARTRON, which shall take decision within 30 days after such reference. If the dispute is still not resolved the matter will be referred for Arbitration.

b) Arbitration

In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996 or latest. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by HARTRON and other appointed by the vendor and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be/ conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Panchkula.

9. Termination of Contract

a) Termination of Contract by HARTRON

It shall be lawful for HARTRON to terminate the Agreement signed with the selected bidder for this TOR, at any time without assigning any reason and without being liable for loss or damage which the vendor may suffer by reason of such termination, by giving the Contractor thirty [30] days' notice in writing by HARTRON for such termination. Any such termination shall be without prejudice to any other right of HARTRON under the Contract.

b) Termination of Contract by the vendor

If the vendor decides to terminate the Contract before the end of contract period, the vendor shall give an advance notice of at least ninety [90] days. If the vendor terminates the contract/Agreement without prior notice of ninety [90] days, then the entire Performance Security shall be forfeited to HARTRON.

10. Miscellaneous

The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Panchkula shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

HARTRON, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- b) consult with any Bidder in order to receive clarification or further information;
- c) retain any information and/or evidence submitted to HARTRON by, on behalf of and/or in relation to any Bidder; and/or
- d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the Proposal, the Bidder agrees and releases HARTRON, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future. It is clarified that compensation shall be binding to both the parties under the Arbitration & Reconciliation Act, 1996 or latest.

Forms required for Technical Proposal
Cover Letter for Technical Proposal

(On Bidder's Letter Head)

The Managing Director,
Haryana State Electronics Development Corporation Ltd,
HARTRON Bhawan, Bays No. 73-76,
Sector - 2, Panchkula

Date:

Subject: TOR for Selection of a Service Provider for the development of Website and Grievance Redressal System for State Food Commission, Haryana.

Dear Sir,

1. With reference to your TOR document dated....., we, have examined the Bid Documents and understood their contents and hereby submit our Proposal for the aforesaid Assignment. This proposal is unconditional.
2. All information provided in the Proposal and in the Annexures is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for undertaking the Assignment.
4. We shall make available to HARTRON any additional information it may find necessary or require to supplement or authenticate the Bid.
5. We acknowledge the right of HARTRON to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. We declare that:
 - a. We have examined and have no reservations to the Bidding Documents, including any Addendum issued by HARTRON.
 - b. We do not have any conflict of interest in accordance the TOR document;
 - c. We have not directly or indirectly or through an agent engaged or indulged in any

- corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the TOR document, in respect of any tender or request for proposal issued by or any agreement entered into with HARTRON or any other public sector enterprise or any government, Central or State; and
- d. We hereby certify that we have taken steps to ensure that in conformity with the provisions of the TOR, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Assignment, without incurring any liability to the Bidders, in accordance with the TOR document.
9. We declare that we are not a member of any other firm submitting a Proposal for the Assignment.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. We certify that we have not barred by any State/ Central Government of India or any entity controlled by them from participating in any project, and if the bar subsists on the date of proposal we will not be eligible to submit the proposal.
12. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
13. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by HARTRON in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Assignment and the terms and implementation thereof.
14. In the event of our being declared as the successful Bidder, we agree to enter into an Agreement in accordance with the draft that has been provided to us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

15. We have studied all the Bidding Document carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by HARTRON or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.
16. We agree and understand that the Proposal is subject to the provisions of the Bidding Document. In no case, we shall have any claim or right of whatsoever nature if the assignment is not awarded to us or our Proposal is not opened.
17. We agree to keep this offer valid for 180(One Hundred Eighty) days from the Financial Opening date for the TOR.
18. We agree and undertake to abide by all the terms and conditions of the TOR document.

In witness thereof, we submit this Proposal under and in accordance with the terms of the TOR document.

Yours faithfully,

(Signature of the Authorized signatory)

(Name and designation of the Authorized signatory)

Name and seal of Bidder

Letter for No Blacklisting

Declaration regarding bidder has not been blacklisted

(On Bidder's Letter Head)

The Managing Director,
Haryana State Electronics Development Corporation
Ltd, HARTRON Bhawan, Bays No. 73-76,
Sector - 2, Panchkula

Date:

Subject: Self Declaration of not been blacklisted in response to Selection of a Service Provider for the development of Website and Grievance Redressal System for State Food Commission, Haryana.

Dear Sir,

We confirm that our company, _____ is not blacklisted in any manner whatsoever by any of the state and/or central government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Yours faithfully,

(Signature of the Authorized signatory)

(Name and designation of the Authorized signatory)

Name and seal of Bidder

Checklist to be enclosed with Technical Bid

Dated: -

Managing Director

Haryana State Electronics Development Corporation Limited (HARTRON)

SCO 111-113 Sector 17 B, Chandigarh. 160017.

Subject: e-tender/...

We M/s _____ has enclosed documentary evidence for fulfilling the Eligibility in the Technical Bid and other requirement laid in the tender document.

#	Criteria	Evaluation Criteria	Max. Marks	Evidence
1.	Bidder Agency/ Company/ Partnership Firm/ Organization Turnover and positive net worth.	Average annual turnover in last 3 financial years. Up to 1 Crore : 5 marks >1.0 Crore <= 5.0 Crore : 7 marks >5 Crore : 10 marks	10	Submit CA Certificate including UDIN with Last 3 years along with Balance Sheets
2	Bidder Relevant Experience and Technical Capabilities	The bidder should have similar experience in development and implementation of IT/ Software solution with one or more Central/ State Government Department/ PSU in India/ Large scale enterprises as per the ToR. Projects with >=value more than Rs. 15 Lakhs. (Ongoing/ Completed in the last 5 years). Maximum 4 projects will be counted with 5 marks for each project.	20	Documentary Proof - Work Order/ PO/ Agreement copy
3.	Any project/ product has been developed for a state/central govt./UT during the last 3 years	Any work experience with State Govt./ central/UT = 5 Marks Work experience with Govt. of Haryana = 5 Marks (Additional)	10	Duly attested copy of all valid certificate(s) [as on date of bid submission] in the name of the bidder

4.	Timelines for the product: Customization (for Off- the-shelf) Development (for New Product)	Customization Timeline for OTS product: Within 02 weeks: 15 Marks Up to 03 weeks: 10 marks More than 03 weeks: 05 marks OR For New Development Within 12 weeks: 15 Marks 12 weeks to 16 weeks: 10 Marks >16 weeks: 05 Marks	15	Document proofs like self-certified bio data of technical manpower on the letterhead of the Company
5.	Evaluation of organization's Technical manpower resources and strength	Team Size: - < 10 : 05 marks - >= 10 and < 25 : 07 marks >= 25 :10 marks	10	Document proofs like self-certified bio data of technical manpower on the letterhead of the Company
6.	The bidder should have presence in the Tri-City (Chandigarh, Panchkula and Mohali)	Delhi/NCR - 02 Marks Panchkula/Chandigarh/ Mohali - 05 Marks	05	Submit Ownership/ Lease Agreement
7.	Presentation (Total Marks 30)			
	Technical Presentation (in Person)	Approach and methodology for project execution as per ToR	4	A soft copy of the Technical Presentation along with the tender documents should reach the office of PM (ICT), HARTRON Bhawan, Sector 2, Panchkula
		Understanding of Technical and functional requirements	4	
		Implementation Strategy, Activity wise Project Plan/ Timelines	4	
		Technical stack proposed	3	
		Risk and Mitigation Plan for implementation, data security and data openness, proposed innovation and use of modern technologies.	5	
	Mockups or Wireframes of the product	● Impressive and flawless demo: 10 marks ● Adequate demo with some issues: 7 marks ● Unconvincing or problematic demo: 3 marks ● No demo provided: 0 marks	10	
		TOTAL	100	

Note: All the proof document should be duly signed and stamped by the bidding authority.

Authorized Signatory (ies)[In full and initials]: _____

Name and Title of Signatory (ies): _____

Name of Bidding Company/Firm: _____

Address: _____ *(Affix the Official Seal of the Bidding Company)*

Annexure: Cost Component

Name of the Agency:

Address:

Commerical Bid:- For Selection of a Service Provider for the development of Website and Grievance Redressal System for State Food Commission, Haryana.

A. One-Time Costs (Design, Development, Implementation)

#	Cost Components	Period	Cost in (₹)	GST in (₹)	Total Cost including GST (₹)
1.	Development of Website and Grievance Redressal System for State Food Commission, Haryana as per the the scope of work depicted in the ToR document.	One-Time			
2.	Security Audit of Website and Grievance Redressal System from CERT-IN empaneled agency	One-Time			

B. Operational & Maintenance Charges (O&M):

Cost Components	Period	Cost in (₹)	GST in (₹)	Total Cost including GST (₹)
Operation & Maintenance cost for the Website and Grievance Redressal System for State Food Commission, Haryana after the handholding period.	Annual			

Please Note:

- H1 bidder shall be evaluated on the basis of QCBS i.e. Quality and Cost Based Selection method.
- All the bids shall be without any terms & conditions
- For consideration of their bids, the bidder to quote the costs i.e. for both One-time cost and Operation & Maintenance
- The rates quoted should be as per industry standards for the prescribed work. For any work, bids quoting zero or incredibly low rates compared to the industry prevalent rates will be rejected.
- The rates quoted above for Operation & Maintenance are valid for one year, with a 5% increase

applied for each subsequent year.

- f. Financial Evaluation shall be done for both the Section A and Section B on the basis of price quoted for each Section.