

Department of Horticulture, Haryana

RFP No: HORTI/RFP/REC

Request for Proposal

**For Selection of Vendor to undertake the
Setting up, Operation and Management (O&M) of
Recruitment Portal (RP) under outsourcing
for various Posts
On COTS (Customized Off-the Shelf) Basis**

Horticulture Department, Haryana

Sector 21, Panchkula

October 2016

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Key Events and Dates

Sr. No.	Key Activities	Dates
1	Start Date for Issue of Request for Proposal Document (RFP)	
2	Last Date for issue of Request for Proposal Document(RFP)	29.11.2016
3	Last Date for Submission of Proposals (RFP)	29.11.2016
4	Date of opening the technical Bids	29.11.2016 (3.30PM)
5	Bidders Presentations Date of Opening the Financial Bids	Shall be intimated separately.

1. Introduction

Horticulture Department, Haryana is committed to provide responsive and effective administration for the welfare of the farmers and farming based community keeping in view the national objectives. Horticulture Department, Haryana recognizes the need to harness the growing power of IT for the betterment of the life of the residents of Haryana.

The vision of Horticulture Department, Haryana is to create a knowledge-based society through extensive use of Information Technology. Horticulture Department, Haryana envisages a scenario wherein every citizen shall be able to access the benefits of Information technology through its Portal. The farmers of Haryana are now enlightened enough to realize the significance of the I.T. revolution and it is expected that they shall wholeheartedly participate in this movement. The ultimate goal is to use I.T. as a medium for effective interaction between the Department and the farmers/ farming community so that exchange of information and access to horticulture services is speedy and easy, leading to a better quality of life for the farmers in the State.

Horticulture Department, Haryana is committed to provide for better **citizen services** through e-governance which is efficient, speedy, simple and cost effective. Now, the Department intends to use IT for the recruitment process as well. To achieve this objective, the Department is now committed to establish Recruitment Portal for the applicants. For the same, the Department is now inviting bids to take up the work of Setting Up, Operation and Management (O&M) of the Recruitment Portal (RP) for the applicants and officials/ officers of the department to monitor the recruitment process for various posts.

2. Scope of Work

The scope of work includes the setting up, operation and management of the **Recruitment Portal (RP) under outsourcing for various Posts on contract or otherwise for Horticulture Department on Customizable Readymade Off-the-Shelf (COTS) Solution and Software-As-A-Service (SaaS) Basis** covering the following requirements:

I. Broad Requirements

The department envisages a Recruitment Process System under which the applicant applies for the posts online with the following provisions:-

a. Applicant

- i. **Registration:** The applicant may register himself on the portal by filling 5-6 fields etc. On registration, a unique registration number may be provided to the applicant by the system.
- ii. **Online Application:** For applying for a post, the applicant may be given the list of posts available under various categories (SC/OBC/General etc) on the portal out of which he can select the appropriate option. The applicant can apply by filling up online form containing his personal information, academic and other details like contact information. The applicant will have to upload the requisite documents in the form of a PDF file as an attachment.
- iii. **Acknowledgement:** The applicant prints the acknowledgement or saves it/take photograph in the mobile phone.
- iv. **Access to information:** The applicant can see the details of various important dates like date of test/ interview etc.
- v. **Notifications:** The applicant will get the notifications etc using his/ her login details. The Department may not publish them separately for the same.

- vi. **SMS Alerts:** SMS alerts are sent to the applicant at important stages.
- vii. **Mode of Access:** The applicant should be able to register and apply by using a computer or a smart phone.
- viii. **Status Reporting:** The applicant should be able to see the status of application/s.

b. The Head of Department (HOD) User

The HOD user must have the following functionalities:

- i. **Dashboard:** The Head of the department user should be able to see summary of the applicants immediately on applying by the applicants in his Dashboard. The Dashboard should provide the summary – post wise, category of applicant wise, district wise etc.
- ii. **MIS:** The system should generate MIS based on the important fields filled by the applicant/ department as per the requirement of department from time to time.
- iii. **Search:** The system should generate search based on the important fields filled by the applicant/ department as per the requirement of department from time to time.

c. The Departmental User

The Departmental user will have the following functionalities:

- i. **Lists of Applicants:** The officers of the department should be able to see the details –post wise, category of applicant wise, district wise etc.
- ii. **MIS Reports:** The system should generate MIS based on the important fields filled by the applicant/department as per the requirement of department from time to time.

- iii. **Search:** The system should generate search based on the important fields filled by the applicant/ department as per the requirement of department from time to time.

d. The Admin User

The Admin user will have the following functionalities:

- i. **Maintenance of Master Data:** The Master data will comprise of the codification of the Categories, Districts, Religion etc. The SaaS System should have the provision for the masters
- ii. **Uploading of Posts:** The system should be capable of uploading of the posts as per the requirement of department from time to time.

II. Hosting, Operation and Management of Centralized IT Infrastructure including Server required for Recruitment Portal (RP)

The vendor shall provide the requisite centralized IT infrastructure for hosting, operation and management of the Recruitment Portal (RP) on a SaaS Model. The department will be responsible only for making the payments towards availing the requisite services from the vendor.

The server for hosting of the said Portal on the duly approved domain name should be in India only as per the requirements of the Website Policy of the Government.

NOTE: The Vendor shall have to carry out the study of various processes of the Department at its own cost and understanding.

3. Terms and Conditions

3.1 Bid Submission

- a) The bids will be submitted in two parts, Technical Bid and Financial Bid in two separate sealed envelopes and both these sealed envelopes will be sealed in a single envelop. The outer envelope should have „BID FOR SETTING UP OF RECRUITMENT PORTAL“ and the Technical and Financial Bids should have „TECHNICAL BID FOR SETTING UP OF RECRUITMENT PORTAL“ and „FINANCIAL BID FOR SETTING UP OF RECRUITMENT PORTAL“ written on the envelopes.
- b) The Technical Bid must accompany the following documents:
 - i. Covering Letter in the Prescribed Format Form-1
 - ii. Company incorporation certificate as proof of registered under Companies Act, 1956
 - iii. The company must have a turnover of Rs. 50 Lacs each during last 3 financial years, i.e., 2012-13, 2013-2014 and 2014-2015. Copies of the Balance Sheet/ CA Certificate should be attached.
 - iv. The company must have minimum 3 years of experience in the Government IT Projects. Proof of having minimum 3 years of experience in Government
 - v. The company must have executed minimum 3 **Government Projects** for any Departments/ Corporation/ Organization in India. Proof (like work orders) of such projects must be attached.
 - vi. The company have experience of handling at least one project on SaaS Model for any Departments/Corporation/Organization in India. Proof (like work orders) of such projects be attached. That term is not mandatory however, if company have experience given extra marks while evaluating the EOI.
 - vii. Proof of setting up of State-wide Multi-location Portal of minimum 5 locations for any department in India. The work order of the same may be provided.
 - viii. EMD of Rs. 25,000/- by demand draft

- c) The Financial Bid must be submitted in prescribed format Form-2 only
- d) The bids not submitted in prescribed formats shall be rejected summarily.

The Financial Bids of only the Technically Qualified Bidders shall be opened.

3.2 Earnest Money Deposit (EMD)

- a) The bidder shall furnish, as part of the Technical Bid, an Earnest Money Deposit (EMD) amounting to Rs. 25,000/- (Rupees Twenty Five Thousands Only).
- b) The EMD shall be in Indian Rupees and shall be in the form of Demand Draft only in favour of "Director General, Horticulture, Haryana " payable at Chandigarh/ Panchkula
- c) The earnest money of unsuccessful bidder shall be refunded on request by the bidder after final award of contract.
- d) The EMD lying with the Horticulture in respect of other tender/ RFP/ Expression of Interest awaiting approval or rejected or on account of contracts being completed will not be adjusted towards EMD for this RFP. The EMD may however, be taken into consideration in case RFP are re-invited.
- e) The Earnest Money will be forfeited on account of one or more of the following reasons:
 - Bidder withdraws its Proposal during the validity period specified in RFP.
 - Bidder does not respond to requests for clarification of its Proposal.
 - Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - Bidder does not execute the project as per the deliverables and fails to comply with the terms and conditions of the tender.

3.3 Evaluation Process

The evaluation of the bids will be done on the following parameters:

Serial#	Parameter	Category Points (Max.)	Details
1	Form I and II duly filled. 5 marks.	5	
2	3 years" experience in Government . 1 no. for each completed year but maximum upto 5. Minimum 3 marks.	5	
3	Experience of Designing and Development of Multi-location (minimum 5 Locations) State-wide Portal. 1 no. for each completed project but maximum upto 10. Minimum 5 marks.	10	
4	Experience of handling 6 Government Projects in India. 2 no. for each completed project but maximum upto 20. Minimum 12 marks.	20	
5	Experience of handling Projects in SaaS Mode in Government. 5 marks for 5 projects. 1 no. for each completed project but maximum upto 10. Minimum 5 marks.	10	
6	Demonstration of Actual COTS Solution	50	
	Total	100	

The bidders who score atleast 30 marks from Point No 1 to 5 will only be called for the Demonstration of the Actual COTS Solution. Only those applicants who have scored of 60% in total for all of the above points will be called for opening financial bid.

3.4 IT Infrastructure, Stationery and Consumables

The Centralized IT Infrastructure for the hosting, operation and management of the Portal shall be provided by the vendor as mentioned in the scope document.

However, the entire IT infrastructure (servers, desktops/ laptops, printers, networking etc), stationery, tonners and other consumables for implementation shall be provided by the Department.

3.5 Operational Manpower

The operational manpower for the recruitment process as well as the Call Centre shall be provided by the Department.

The vendor will ensure smooth functioning of the Portal Operations by providing required application software, technical supervision, data management, reporting and other necessary technical support for managing the operations of the Portal in a proper manner.

3.6 Delivery Period

The project shall be executed as per the following schedule:

Setting up of the Recruitment Portal		
1	Setting up of the Final Recruitment Portal covering the basic functionalities including applicant registration, dashboards and MIS Reports	Within a 14 Calendar Days of the purchase order
Updation, Maintenance, Data Management and Project Management		
2	Customization for the Recruitments for various Posts, Updation, Maintenance and Data Management of the Recruitment Portal	As per need.

3.7 Payment Terms

The selected bidder shall be made the payments as per the following schedule:

A. One Time Payment		
1	Setting up of the Final Recruitment Portal covering the basic functionalities including applicant registration, dashboards and MIS Reports	100% of the One Time Payment

2	SMS Gateway Integration	-do-
B. Updation, Maintenance, Data Management and Project Management		
1	Customization for the Recruitments for various Posts, Updation, Maintenance and Data Management of the Recruitment Portal	On monthly basis
2	The payment will be made on monthly basis as per the verified bills by the Department	100% of the Each Month Payment
C. Other Payment Terms		
	(i) Payment falls due on the last day of the month shall be payable by the 7th day of the next month subject to the availability of fund.	

The charges will be escalated by 10% on annual basis as per the rates given for the first year in the Financial Bid.

3.8 Discipline

- A. The Vendor shall make sure that all the services being delivered by Vendor are as per rules & regulations of the Department conveyed by the Department from time to time.
- B. The Department shall always have the right and liberty to do random inspection at its site through any of its officer.
- C. The Services rendered by the Vendor under this Agreement shall be under close supervision, co-ordination and guidance of the Department. The Vendor shall frame appropriate procedure for taking immediate actions as may be advised by the Director General, Horticulture Department, Haryana from time to time.

3.9 Agreement and Nature of Agreement

An agreement shall have to be signed between the two parties and the parties will have to be considered to agree to and have a clear understanding on the following aspects:

- A. The Agreement is on the principal to principal basis and does not create and shall not deem to create any employee relationship between the Department and the Vendor or any of the resources

deployed by the Vendor. The Vendor shall not by acts, deeds or otherwise represent to any person that the Vendor is representing or acting as agent of the Department, except to the extent and purpose permitted herein.

- B. The Department shall not be liable for any obligations/ responsibilities, contractual, legal or otherwise, towards the Vendor employees/Agent directly and indirectly in any manner whatsoever.

3.10 Statutory compliances

- A. The Vendor shall obtain all Registrations/ permissions, Licenses etc. Which are/may be required under any labor or other legislations for providing the services under this Agreement.
- B. It shall be the Vendor's responsibility to inform the Department to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this Agreement.
- C. The Vendor undertake to comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labor (Regulation and Abolition Act, 1970, for carrying out and comply with all Government Laws concerning employment of staff employed by the Vendor and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Vendor is fully responsible to ascertain the applicability of Various Acts, and take necessary action to comply with the requirements of law.

3.11 Liabilities and remedies

In the event of failure of the Vendor to provide services or part thereof as mentioned in this Agreement for any reasons whatsoever, the Department shall be entitled to procure services from other sources and the Vendor shall be liable to pay forthwith to the Department the

difference of payments made to such other sources, besides damages at double rate of payment.

3.12 Losses suffered by Vendor

The Vendor shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence, default or error in judgment on part of itself and/or its personnel in rendering or non-rendering of the services, which it may suffer or otherwise incur by reason of any act/omission, negligence default or error in judgment on part of itself and/or its personnel in rendering or non-rendering the services under this Agreement.

3.13 Term

- A. The Agreement shall be effective for a period of 3 years and can be extended further on such terms and conditions as may be deemed fit and proper by the Department and mutually agreed by both the parties on the written request of the Vendor. The Agreement shall be extendable on annual basis and the charges will be escalated by 10% on annual basis as per the rates given for the first year in the Financial Bid. The period of 1st year shall start from the date of handed over the project by vendor to department and final acceptance by the authority.
- B. The Agreement shall be renewable at the end of the current term for a successive term of 1 year unless either party gives written notice of its intention not to renew at least 1 month before expiration of the current term.
- C. In the event that either party believes that the other party materially breached any obligations under this Agreement, such party shall so notify the breaching party in writing. The breaching party shall have 20 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing

that cure has been effective. If the breach is not cured within the 20 days, the non-breaching party shall have the right to terminate the Agreement without further notice.

D. In the event of early termination permitted by this Agreement, the Vendor shall not be entitled to a payment of any remaining period of the Agreement.

E. This Agreement is subject to termination by either party upon at least 2 months notice prior to the end of the then-current contract period.

3.14 Composition and Address of Vendor

- (i) The Vendor shall furnish to the Department all the relevant papers regarding its constitution, names and addresses of the management and the other key personnel of the Vendor and proof of its registration with the concerned Government authorities for running such a business of Vendor.
- (ii) The Vendor shall always inform the Department in writing about any change of its address or the names and the address of its key personnel. Further, the Vendor shall not change its ownership without prior approval of the Department.

3.15 Validity of Proposals

The following will be considered for the validity of the proposals deemed submitted

- a) Proposals shall remain valid for a period of 90 (ninety) days from the date of opening of Proposal. The Director General, Horticulture, Haryana reserves right to reject a proposal valid for a shorter period as non-responsive.
- b) In exception circumstances, the Director General, Horticulture, Haryana may solicit the bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may

refuse the request without forfeiting the Earnest Money Deposit. A bidder granting the request will not be permitted to modify its Proposal.

3.16 Right to accept or reject Proposal(s)

The Director General, Horticulture, Haryana reserves the right to annul the RFP process, or to accept or reject any or all the Proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

3.17 Fraud and Corruption

It is required that the Bidders submitting Proposal and the vendor selected through this RFP must observe the highest standards of ethics during the process of selection and during the performance and execution of contract.

a) For this purpose, definition of the terms are set forth as follows:

- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Corporation or its personnel in contract executions.
- "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the Horticulture Department of the benefits of free and open competition;
- "Unfair trade practice" means supply of services different from what is ordered on, or change in the Scope of Work.
- "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.

b) The Director General, Horticulture, Haryana will reject a proposal for award, if it determines that the Bidder recommended for award, has

been determined to having been engaged in corrupt, fraudulent or unfair trade practices.

- c) The Director General, Horticulture, Haryana will declare a bidder ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the Vendor has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

3.18 Clarifications and amendments of RFP

- a) During process of evaluation of the Proposals, the Director General, Horticulture, Haryana may, at its discretion, ask Bidders for clarifications on their proposal. The Bidders are required to respond within the prescribed time-frame.
- b) The Director General, Horticulture, Haryana may for any reason, modify the RFP from time to time. The amendment(s) to the RFP would be clearly spelt out and the bidders may be asked to amend their proposal due to such amendments.

3.19 Disqualifications

The Director General, Horticulture, Haryana may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- b) Submitted a proposal that is not accompanied by required documentation or is non-responsive;
- c) Failed to provide clarifications related thereto, when sought;
- d) Submitted more than one Proposal;
- e) Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.
- f) Submitted a proposal with price adjustment/ variation provision.

3.20 Award of Contract

The Director General, Horticulture, Haryana will notify the successful bidder in writing for finalizing the contract conditions. The successful bidders will be asked to sign the Contract Agreement within 7 days of the notification. After signing of the Contract Agreement, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

3.21 Confidentiality

- a) Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any Bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Proposal.
- b) Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Bidder and/ or the Director General, Horticulture, Haryana to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.
- c) The software developed for the department shall remain the property of department and vendor has no right of claim for the use of this software for other departments until and unless specific permission has been granted by the competent authority of the department.

3.22 Termination of Contract

The Director General, Horticulture, Haryana will terminate in case of following conditions:

- a) The term of Contract expires
- b) Termination of Contract by the Director General, Horticulture, Haryana due to non-performance of bidder during execution of Project.
 - i. Performance is below expected level

- ii. Non-adherence to the timelines of the Project
- iii. Quality of work is not satisfactory
- iv. The Department will give proper notice of 2 months to the vendor in the matter alongwith supporting documents before initiating these proceedings.

3.23 Arbitration

Principal Secretary to Government, Haryana, Agriculture Department shall act as the arbitrator in case of any dispute arising between the two parties.

Form-1: Covering Letter

Date:

Reference No. :

[Bidders are required to submit the covering letter as given here on their letterhead]

To,
The Director General General,
Department of Horticulture, Haryana,
Sector 21, Panchkula.

**Sub: Proposal for Selection of Vendor for Setting up, Operation and
Management of Recruitment Portal (RP) under outsourcing on COTS and
SaaS Basis**

Dear Sir,

1. We, the undersigned, having carefully examined the referred RFP and offer to Propose for the selection as Vendor, in full conformity with the said RFP.
2. We have read the all the provisions of RFP and confirm that these are acceptable to us.
3. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
4. We agree to abide by this Proposal, consisting of this letter, our Financial Proposals, and all attachments, for a period of 90 days from the date fixed for submission of Proposals as stipulated in the RFP and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
5. Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.
6. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
7. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.

Signature.....

In the capacity of.....

Duly authorized to sign Proposal for And on behalf of.....

Date.....

Place.....

[*Strike off whichever is not applicable]

Financial Bid Format

Form 2: Financial Bid Format

[To be submitted by the bidder as per the format given below on their letterhead]

Date:

Reference No. :

S.No.	Item	Quantity	Unit Rate (INR)	Amount (INR)
One Time Payment				
01	Setting up of the Final Recruitment Portal covering the basic functionalities including applicant registration, dashboards and MIS Reports	1		
02	SMS Gateway Integration	1		
03	SMS Service	1,00,000 SMSs		
Updation, Maintenance, Data Management and Project Management				
04	Customization for the Recruitments for various Posts, Updation, Maintenance and Data Management of the Recruitment Portal (Per month)	12 (for One Year)		

Service Tax shall be extra as applicable.