

***Request for Empanelment
of Companies/Agencies
for
Software Development & its Implementation
for
various Departments/Boards/Corporations
of Haryana State.***



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1 Invitation for Empanelment

- 1.1 IT (Information Technology) has made revolutionary changes in the Society. Over the last few years, the IT industry has grown at a remarkable pace covering most aspects of computing and technology. The success of Indian Firms & professionals in IT arena has been spectacular and with abundant pool of IT talent, connectivity and wide infrastructure, Haryana has emerged as a leader in utilizing its IT skills. Government of Haryana is committed to provide citizen services in their locality, in faster & transparent manner, at reasonable cost. State Government Departments/Boards/Corporations are developing various e-Governance applications to provide citizen services. To ensure seamless integration and standardization of these e-Governance applications, the State Government has decided to put in place a framework for development and implementation of e-Governance in the State.
- 1.2 HARTRON invites proposals from eligible companies/agencies for empanelment for Software Development & its Implementation Support to various Departments, Boards and Corporations of State. Empanelment shall be carried out as per the procedure laid down in this document and a list of qualified agencies shall be published after approval.
- 1.3 The validity of empanelment will be for a period of two years from the date of issue of Empanelment letter. HARTRON shall not provide any minimum guarantees of business to the empanelled agencies and reserves the right to terminate the empanelment at any time owing to deficiency of service, sub-standard quality of manpower deployed, insolvency/ performance of selected agency(s), adoption of unethical practices and/or other situations involving material breach. HARTRON, also reserves the right to terminate in whole or part this empanelment without assigning reasons, including modifications, to the extent that it is feasible and permitted within the spirit of this requirement.
- 1.4 As per current scenario, all Software Development work shall be carried out in Open Source technologies for fresh application development. However, for implementation support of existing applications, the vendor has to provide support in same platform. **This RFE is for Empanelment purpose only. The deployment of resources/team shall be as per the project requirements and the same will be conveyed at the time of project allotment.**

2 Scope of services in relation to an engagement

The broad scope of services for various types of projects, including web-based/mobile application development, to be provided by the empanelled agencies is as under.

- a) Requirements Study/Analysis of processes to be computerized
- b) Preparation of SRS
- c) Recommendations for Business Process Re-engineering in the Department
- d) Report on hardware and network capacity planning & sizing
- e) Development & Deployment of various software modules including mobile application development
- f) Integration with legacy software (if required)
- g) Performing all forms of Testing
- h) User Acceptance Test of all modules
- i) Data Migration including planning
- j) Comprehensive Training of Employees for developed software
- k) Final User Acceptance Test of integrated Application Software
- l) Security Audit of the Software
- m) Implementation support tasks
- n) Handing over of Project related documents including Source Code with documentation for the software developed, Software executables, Project plans, Project status reports, Test Plans, Test Specifications and results, User Manuals, Training Materials, technical manual etc.
- o) Final sign off
- p) Change Management/Change Request.
- q) Annual Maintenance and Operational support Contract, if required.
etc.

In addition to the above-mentioned scope of work components, the Company/Agency is free to add any additional components that are deemed necessary for the implementation of Software. The Department, Board or Corporation (henceforth known as 'Department' for the purpose of this document) shall determine scope of work at the time of placement of order for a specific engagement. Such services shall be need based and/or project driven.

3 Instructions for Empanelment

In order to be considered for empanelment, Companies/Agencies should submit their offers (hereinafter called bids) conforming to the following instructions:

- 3.1 On the basis of Organization Strength the empanelment shall be made under different Categories based on Average Annual Turnover and Average turnover from Software Development & its Implementation relevant to the scope of services described in Section 2 for the last three Financial Years, the respective Department/ Corporation/ Board may invite bids from empanelled vendors for their projects:

| (1) | (2) | (3) | (4) |
|------------------|---|--|---|
| Company category | Average Sales Turnover for the last 2 Financial Years (2018-19 and 2019-20) | Average Turnover from Software Development & its Implementation for each of the last two Financial Years (2018-19 and 2019-20) | Work that can be awarded from one Department / Board /Corporation to the vendor in one Financial year for software development / support/ implementation. |
| Group I | >=Rs.10 Crores | Rs.3 Crores | UptoRs. 3 Crores {Excluding applicable taxes, if any} |
| Group II | >=Rs.3 Crores and <Rs.10 Crores | Rs.1 Crores | UptoRs. 1 Crore {Excluding applicable taxes, if any} |
| Group III | >=Rs.25 Lakhs | Rs.15 Lakhs | UptoRs. 30 lacs {Excluding applicable taxes, if any} |
| Group IV | >=Rs.50Crores | Rs.25Crores | >3Crores {Excluding applicable taxes, if any} |

- 3.2 Company/Agency will be empanelled in one Category only as per eligibility
- 3.3 In addition to the above, the companies / agencies should have made profits in past two years and should have a positive net worth.
- 3.4 If a company with diversified services or systems integration is interested to apply, the average sales turnover (Column-2 above) could relate to the entire company and the average turnover (Column-3 above)criteria shall apply to the specific division with focus on Software Development services. Likewise, the same principle shall be accorded in the case of Category companies as long as the parent company provides support to its subsidiary company through a legally enforceable arrangement for joint and several liability.
- 3.5 Interested companies/agencies shall have to submit their application along with Non-refundable payment towards application processing fee of Rs.30,000/- + GST, as applicable).

3.6 The Application Form should be complete in all respects. The details provided by the Company/Agency in the Forms, should be complete, valid, current and active.

3.7 Incomplete offers will be rejected without giving any reason.

3.8 The empanelment of Companies for Software Development & its Implementation shall follow a two stage process:

Stage-1 Prequalification: The Company/Agency should meet the prequalification criteria as set out in Section 4.1.

Stage-2 Technical evaluation: Technical bids of only those Companies/Agencies qualifying in Stage-1 shall be taken up for technical evaluation as per the Technical bid evaluation criteria set out in Section 4.2.

(Note: 1. The documents towards Pre-qualification are to be uploaded.
2. Pre-qualification & technical documents are also to be submitted in hard copy to Hartron within 2 days after closing of submission date)

3.9 Other instructions:-

- I. During prequalification and technical evaluation of bids, HARTRON, may at its discretion, seek clarifications from the bidders on their bids and the bidders are required to respond within the time frame prescribed by HARTRON.
- II. At any time prior to the prescribed last date for receipt of offers, HARTRON reserves the right to modify the **RFE document**. The amendments and modifications to the **RFE document** shall be notified on the HARTRON website (www.hartron.org) and <https://etenders.hry.nic.in>only, which shall be binding on the bidders. Bidders are advised to frequently visit the website of HARTRON for updates.
- III. Bids from a consortium of agencies are not allowed.
- IV. The bids prepared by the bidders and all correspondence and documents relating to the bids exchanged between the HARTRON and the bidders shall be in English language.
- V. All pages of the bid should be initiated and stamped by the Authorized Representatives of the bidder. Where an assigned Authorized Representative has signed the bid, a Certificate of Authority should be submitted.
- VI. The cost related to the empanelment shall be borne by the bidder.
- VII. **Companies already empanelled in reference to the various RFEs can also apply for the new category.**

3.10 Empanelment Charges

The company/agency qualified for empanelment shall have to pay the empanelment charges per year to Hartron as detailed below:

| (1) | (2) |
|------------------|---------------------------------------|
| Company category | Empanelment Fee |
| Group I | Rs.50,000+ Service Tax as applicable |
| Group II | Rs.40,000 + Service Tax as applicable |
| Group III | Rs.30,000 + Service Tax as applicable |

| | |
|-----------------|--|
| Group IV | Rs. 1,00,000+ Service Tax as applicable |
|-----------------|--|

3.11 Bid Documents

The bids prepared by the Company/Agency shall comprise and confirm to the following Standard forms:

Prequalification Proposal

- I. Pre-Qual. Form-1 (Prequalification Proposal Submission Form)
- II. Pre-Qual. Form-2 (Bidders' Organization and Experience)

Technical Proposal

- I. Tech Form-1 Technical bid submission form
- II. Tech Form-2 Overall experience and organizational strength
- III. Tech Form-3 Presentation
- IV. Tech Form-4 Qualification and Competence of professional staff
- V. Tech Form-5 Statement for seeking clarifications and deviations in the document.

3.12 Payment of Application Processing Fee and EMD

- The Bidders shall have to pay for the application processing fee (as per Section 4.1-point No.8), EMD (as per Section 4.1-point No. 9) online during the bid submission process.
- The bidders have to complete 'Bid Preparation & Submission' stage on scheduled time as mentioned above. If any bidder failed to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her bid status will be considered as 'bids not submitted'.
- Bidder must confirm & check his/her bid status after completion of his/her all activities for e-bidding.
- Bidder can rework on his/her bids even after completion of 'Bid Preparation & submission stage' (Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Bidder Stage.

4 Evaluation Criteria:-

4.1 The Companies/Agencies will be shortlisted based on prequalification criteria defined as below:-

| No. | Pre-qualification Criteria | Supporting Documents to be furnished |
|-----|--|---|
| 1. | The Company must be registered in India under the Indian Companies Act, 1956/Partnership Act 1932/sole proprietorship (with VAT & service Tax registration) firm and should be in existence in India for at least 2 years, as on date of | Certificate of Incorporation/ Partnership Deed. |

| | | |
|----|--|--|
| | submission of bid. | |
| 2. | The Company/Agency should be operating in the field of Software Development and its Implementation Support from the last two financial years. | Attested copy of the Memorandum and Articles of Association/ Incorporation Document & LLP Agreement. |
| 3. | Turnover, Profitability and Net Worth Criteria as specified for the last 2 Financial Years (2018-19 and 2019-20) | <ul style="list-style-type: none"> • Audited Annual Financial Statements and Annual Report and Certified statement from the Current Statutory Auditors of the Company/Agency for the FY 2018-19 and 2019-20) |
| 4. | Average turnover per year for the last 2 Financial Years (2018-19 and 2019-20) from Software Development and its Implementation as specified. | <ul style="list-style-type: none"> • Audited Annual Financial Statements and Annual Report and Certified statement from the Current Statutory Auditors of the Company/Agency for the FY 2018-19 and 2019-20 |
| 5. | <p>The bidder should have completed at least two (2) engagements in Software Development and its Implementation offerings in a large Enterprise or Government during the last 2 Years, as detailed below:</p> <p>For Group I: Minimum value of each project Rs.40 Lakhs</p> <p>For Group II: Minimum value of each project Rs.20 Lakhs</p> <p>For Group III: Minimum value of each project Rs.5 Lakhs</p> <p>For Group IV: Minimum value of each project Rs.1.0Crore</p> | <ul style="list-style-type: none"> • Certificate from the current authorized signatory of the Company/Agency. • Work Order • Completion Certificate/ Client Certificate and citations. <p>Note: In the event of a multi-stage, multi-service engagement, a completed phase supported by a client certificate or documentation/payment realization shall also be considered equivalent i.e. ongoing project can be considered subject to the receipt of payment for services equivalent/higher to the Criteria specified in the RFE.</p> |
| 6. | <p>The Company/Agency should have minimum Full Time Technical Resources on their own payroll as on date of submission of bid as follows:</p> <p>For Group I: 20</p> <p>For Group II: 10</p> <p>For Group III: 5</p> <p>For Group IV: 100</p> | Certificate and list of professionals from the current authorized signatory of the Company/Agency along with their Provident Fund Numbers. |

| | | |
|-----|--|--|
| 7. | The Company/Agency should be an individual organization. Consortium shall not be allowed. | Certificate from the current authorized signatory of the Company/Agency |
| 8. | The Company/Agency should also pay Application Processing Fee of Rs.30,000/- + Service Tax (@18.0%). | The payment for Application Processing Fee (as applicable) can be made by eligible bidders online during bid submission process. |
| 9. | The Company/Agency should also pay an amount towards Earnest Money as detailed below: For Group I: Rs.5.0 Lacs For Group II: Rs.4.0 Lacs For Group III: Rs.3.0 Lacs For Group IV: Rs.10.0 Lacs | The Payment for EMD can be made online during bid submission process. |
| 10. | The Company/Agency should not have been blacklisted as on the last date of submission of offer by any Government Agency in India or under a declaration of ineligibility for fraudulent or corrupt practices or inefficient/ineffective performance. | Certificate from the current authorized signatory of the Company/Agency. |

Note: MSME, SSI, Make in India, Start-ups, the turnover, experience and other conditions will be applicable as per State Govt. Guidelines issued time to time.

4.2 Technical Evaluation.

The technical bids of all the bidders who qualify the Prequalification criteria shall be evaluated. The Selection Committee shall evaluate the technical bid with reference to the information provided in the Forms Tech Form 1 to Tech Form 5 and their supporting documents.

➤ The criteria for Technical evaluation are as follows:

| Sr No | Evaluation Criteria | (Score in points) |
|-------|---|-------------------|
| 1. | <p>Experience in Software Development & Implementation Services - Bidder should demonstrate their past experience in delivering Software Development & its Implementation (as defined in Section 2) in a minimum of three (3) engagements relevant to their services offerings during the past three years.</p> <p>Proof of successful completion of engagements/realization of payments pertaining to Software Development & its Implementation (Work Order, Completion Certificate/ Client Certificate and citations) should be furnished. (Any project whether complete or on-going can be demonstrated where the services delivered are of the value as specified in the RFE)</p> <p><i>Note: Upto a max of 10 points per project would be awarded based upon services delivered as per the scope (Section 2), complexity and scale of the projects</i></p> | 30 |

| 2. | Government Experience Out of the engagements specified, if at least one engagement has been completed for Central or State Government in India. | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|-------|------------|----|------------------------|----|-------------------------|----|---|-------|------------|----|------------------|----|-------------------|----|---|-------|------------|----|-----------------|----|-----------------|---|---------------------|-------|-------------|---|-----------------------|---|----------------------|---|----|
| 3. | Out of the above projects, the value of each project (up to a maximum of three projects) based on billable value as specified in the table below for the various Categories. Such amount has to be fully billed and realized for award of scores. For Group I: <table border="1" data-bbox="368 533 1034 701"> <thead> <tr> <th>Project value in Rs</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>> 80 Lakhs</td> <td>5</td> </tr> <tr> <td>> 60 Lakhs <= 80 Lakhs</td> <td>4</td> </tr> <tr> <td>>= 40 Lakhs <= 60 Lakhs</td> <td>3</td> </tr> </tbody> </table> For Group II: <table border="1" data-bbox="368 741 1034 909"> <thead> <tr> <th>Project value in Rs</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>> 40 Lakhs</td> <td>5</td> </tr> <tr> <td>> 30 <= 40 lakhs</td> <td>4</td> </tr> <tr> <td>>= 20 <= 30 lakhs</td> <td>3</td> </tr> </tbody> </table> For Group III: <table border="1" data-bbox="368 949 1034 1117"> <thead> <tr> <th>Project value in Rs</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>> 10 lakhs</td> <td>5</td> </tr> <tr> <td>> 7 <= 10 lakhs</td> <td>4</td> </tr> <tr> <td>>= 5 <= 7 lakhs</td> <td>3</td> </tr> </tbody> </table> For Group IV: <table border="1" data-bbox="368 1158 1034 1326"> <thead> <tr> <th>Project value in Rs</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>> 10 Crores</td> <td>5</td> </tr> <tr> <td>> 5Crores <= 10Crores</td> <td>4</td> </tr> <tr> <td>>= 1Crore <= 5Crores</td> <td>3</td> </tr> </tbody> </table> | Project value in Rs | Score | > 80 Lakhs | 5 | > 60 Lakhs <= 80 Lakhs | 4 | >= 40 Lakhs <= 60 Lakhs | 3 | Project value in Rs | Score | > 40 Lakhs | 5 | > 30 <= 40 lakhs | 4 | >= 20 <= 30 lakhs | 3 | Project value in Rs | Score | > 10 lakhs | 5 | > 7 <= 10 lakhs | 4 | >= 5 <= 7 lakhs | 3 | Project value in Rs | Score | > 10 Crores | 5 | > 5Crores <= 10Crores | 4 | >= 1Crore <= 5Crores | 3 | 15 |
| Project value in Rs | Score | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| > 80 Lakhs | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| > 60 Lakhs <= 80 Lakhs | 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| >= 40 Lakhs <= 60 Lakhs | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Project value in Rs | Score | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| > 40 Lakhs | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| > 30 <= 40 lakhs | 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| >= 20 <= 30 lakhs | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Project value in Rs | Score | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| > 10 lakhs | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| > 7 <= 10 lakhs | 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| >= 5 <= 7 lakhs | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Project value in Rs | Score | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| > 10 Crores | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| > 5Crores <= 10Crores | 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| >= 1Crore <= 5Crores | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | Full Time Professionals: Number of Full Time Technical Resources (as per Tech Form 4) For Group I: <table border="1" data-bbox="368 1462 1078 1630"> <thead> <tr> <th>Number of full time Technical Resources</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>>=40</td> <td>15</td> </tr> <tr> <td>>=30 < 40</td> <td>12</td> </tr> <tr> <td>>=20 < 30</td> <td>10</td> </tr> </tbody> </table> For Group II: <table border="1" data-bbox="368 1682 1078 1850"> <thead> <tr> <th>Number of full time Technical Resources</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>>=20</td> <td>15</td> </tr> <tr> <td>>=15 < 20</td> <td>12</td> </tr> <tr> <td>>=10 < 15</td> <td>10</td> </tr> </tbody> </table> For Group III: <table border="1" data-bbox="368 1901 1078 2018"> <thead> <tr> <th>Number of full time Technical Resources</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>>=10</td> <td>15</td> </tr> <tr> <td>>=7 < 10</td> <td>12</td> </tr> </tbody> </table> | Number of full time Technical Resources | Score | >=40 | 15 | >=30 < 40 | 12 | >=20 < 30 | 10 | Number of full time Technical Resources | Score | >=20 | 15 | >=15 < 20 | 12 | >=10 < 15 | 10 | Number of full time Technical Resources | Score | >=10 | 15 | >=7 < 10 | 12 | 15 | | | | | | | | | | |
| Number of full time Technical Resources | Score | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| >=40 | 15 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| >=30 < 40 | 12 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| >=20 < 30 | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Number of full time Technical Resources | Score | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| >=20 | 15 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| >=15 < 20 | 12 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| >=10 < 15 | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Number of full time Technical Resources | Score | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| >=10 | 15 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| >=7 < 10 | 12 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | <table border="1"> <tr> <td>>=5 < 7</td> <td>10</td> </tr> </table> <p>For Group IV:</p> <table border="1"> <thead> <tr> <th>Number of full time Technical Resources</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>>=500</td> <td>15</td> </tr> <tr> <td>>=250 < 500</td> <td>12</td> </tr> <tr> <td>>=100 < 250</td> <td>10</td> </tr> </tbody> </table> | >=5 < 7 | 10 | Number of full time Technical Resources | Score | >=500 | 15 | >=250 < 500 | 12 | >=100 < 250 | 10 | |
|---|--|---------|----|---|-------|-------|----|-------------|----|-------------|----|--|
| >=5 < 7 | 10 | | | | | | | | | | | |
| Number of full time Technical Resources | Score | | | | | | | | | | | |
| >=500 | 15 | | | | | | | | | | | |
| >=250 < 500 | 12 | | | | | | | | | | | |
| >=100 < 250 | 10 | | | | | | | | | | | |
| 5. | <p>Local presence: Demonstrated by presence of a local office (Chandigarh/Panchkula/Mohali or Delhi/NCR) with qualified full-time technical staff (These resources shall be stationed at Local Office/Offices) as follows For Group I: 10 resources For Group II: 07 resources For Group III: 03 resources For Group IV: 50 resources</p> | 10 | | | | | | | | | | |
| 6. | Presentation and unique value proposition | 10 | | | | | | | | | | |

Minimum 70% marks in Technical evaluation will be required for empanelment.

4.3 Earnest Money Deposit

- The Earnest Money of Rs.5,00,000, Rs.4,00,000 and Rs.3,00,000, Rs.10,00,000 for Group-I, Group-II, Group-III and Group IV respectively(Refundable on expiry of the empanelment), is to be made online during the bid submission. The EMD already lying with the Corporation will not be considered for this case.
- The Earnest Money deposited shall be liable to be forfeited in case the concerned Department informs that the empanelled Agency has failed to execute the project assigned as per the terms and conditions.
- No interest will be paid on the amount of Earnest Money.
- Proper notice will be given to the empanelled agency with reasonable time before Earnest Money/Performance Bank Guarantee is forfeited.
- Forfeiture of Earnest Money/ Performance Bank Guarantee shall be without prejudice to any other right of Hartron/concerned Department to claim any damages as admissible under the law as well as to take such action against the empanelled Company/Agency such as severing future business relation or black listing etc.
- In case the empanelled agency fails to participate continuously in more than three bids then the empanelment shall be cancelled and Earnest Money Deposited will be refunded after deduction of dues, if any.

5 Section 1: -

Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/ GNFC/IDRBT/ MtnTrustline/ SafeScripT/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, **the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes**
15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
16. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the e-Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant

- details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
 20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
 21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
 22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
 23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
 24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
 25. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (**as per Server System Clock**).
 26. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (**as per Server System Clock**).

6 Process of Award of Work by Department

- 6.1 The decision regarding engagement of any empanelled agency and award of work lies with the concerned Department/ Board/ Corporation.
- 6.2 Department will take approval from the competent authority as per procedure before allotment of project to Company/Agency.
- 6.3 Department will invite technical proposal from the empanelled Companies/Agencies for providing Software Development & Implementation Services, on the basis of scope of work which will be circulated by the department alongwith clearly defined selection criteria, milestones, payment terms & conditions, SLAs etc.
- 6.4 Payments shall be made on the basis of an invoice as per the payment milestones applicable to the engagement. **The payment terms & conditions will be defined at the time of allotment of projects.**
- 6.5 Service tax shall be payable as applicable over and above the prices specified. Tax withholdings would be as applicable under law.
- 6.6 Work would be carried out in Haryana/Chandigarh. No out of pocket expenses shall be provided and the same shall be the responsibility of the agency. **However, expenses relating to tours will be borne by the concerned Department as per Govt. procedures equivalent to that post, which will be addressed at the time of allotment.**

- 6.7** Department will take a Performance Bank Guarantee (PBG) of value up to 10% of total engagement value from the selected Agency which shall be returned back after successful completion of work awarded.
- 6.8** The ownership of all deliverables including Source Code and artifacts resulting from such engagements including any intellectual property shall vest solely with the Govt. of Haryana. The proprietorship of the application/software component developed should be of the Govt. of Haryana and the Company will not use the same developed software for any other purpose/department/state/country. **Any Software developed for any Departments/Boards/Corporations of Haryana under this empanelment shall be the property of the State. The Company has to take complete rights from other States for which any project has already been developed.**
- 6.9** If State on request of Party grant permission to use the source code for any other State/Country, the Company/Agency have to pay the charges to Govt. of Haryana/Department to the tune of minimum 20% of the project for each instance.

7 General Terms and Conditions.

- 7.1 Change of name of the Company/Agency:** During the period of empanelment, if the name of the company/agency has undergone a change due to acquisition, amalgamation etc., the company/agency shall inform HARTRON/E &IT Department within one month. In such cases, all the obligations under the contract with HARTRON/E &IT Department should be passed on for compliance to the successor company.
- 7.2** Agencies empanelled for Providing Software Development & Implementation services are allowed only for providing the prescribed services. Further, this empanelment will not be used for any kind of PPP models like BOOT, BOO etc.
- 7.3** The services and deliverables by the selected Agency must ensure compliance to relevant e-Governance Policy Accessibility guidelines and all other relevant e-Governance standards and guidelines published by Govt. of India or Govt. of Haryana as may be applicable from time to time.
- 7.4** The empanelled Companies/Agencies working on e-Governance Project for Haryana State must sign Non-Disclosure Agreement (NDA) with the concerned department. The Draft Agreement (NDA) is at Annexure-I.
- 7.5 Force Majeure:** For the purpose of this clause, 'Force Majeure' shall mean an event that is unforeseeable, beyond the control of the parties and not involving the parties' fault or negligence. Such events may include acts of the Government either in its sovereign or in its contractual capacity, war, civil war, insurrection, riots, revolutions, fire, floods, epidemics, quarantine, restrictions, freight, embargoes, radioactivity and earthquakes. The empanelled Agency shall not be liable if the delay in the discharge of its obligations under this agreement is the result of an event of Force Majeure as defined above.

If a Force Majeure situation arises, the empanelled Company/Agency shall promptly notify to the concerned department in writing of such conditions and the cause thereof. Unless otherwise directed by the concerned department in writing, the empanelled Company/Agency shall continue to perform its obligations under this Agreement, as far as it is reasonably practical and shall seek all reasonable means of performance not prevented by the Force Majeure event.

8 Key Events

| # | Key Activities | Date |
|---|---|--|
| 1 | Upload of RFE Document | Open throughout the year from 30.03.2021 onwards |
| 2 | Last date for submission of e-bid | Last date of Every Month end |
| 3 | Last date and time for submission of hardcopy of technical bid in the O/o DGM(Software), Bays 73-76, Sector-2, Panchkula. | Last date of Every Month |
| 4 | Date & time of opening of pre-qualification bids | To be Intimated Later |
| 5 | Presentation | To be Intimated Later |

9 Address for Communication & Proposal Submission

Managing Director/Chairman,
Haryana State Electronics Development Corporation Ltd.,
HARTRON Bhawan, Bays 73-76, Sector-2, Panchkula.
Phone:0172-2560442
E-mail:rajendarhartron@gmail.com

Forms

Pre-Qual Form-1: Pre-Qualification Proposal Submission Form

(To be submitted on the letter head of the bidder)

To:

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

Subject: Submission of Pre-qualification Proposal for empanelment with HARTRON for providing Software Development & Implementation services to Departments/Boards/Corporations of State Govt for Group_____(I or II or III or IV).

Dear Sir,

We, the undersigned, offer to provide Software Development & Implementation Services to Departments/Boards/Corporations that are implementing the e-Governance projects in accordance with your Request for Empanelment dated _____. We are hereby submitting our Proposal for Group_____ which includes this Pre-Qualification Proposal and Technical Bid sealed in separate envelopes inclusive of the services that would be provided by us as part of this empanelment.

We hereby declare that all the information and statements made in this Pre-Qualification Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of the RFE document.
We understand you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

Pre-Qual Form-2: Bidders' Organization & Experience

| | | |
|----|---|--|
| 1. | Name of the bidder | |
| 2. | Mailing address in India | |
| 3. | Telephone and fax number | |
| 4. | E-mail address | |
| 5. | Name and designation of the Authorized Representative of the bidder | |

| 6. | Year of establishment and constitution of organization | | |
|---------|---|---|---------------------|
| Sr. No. | Pre-qualification Criteria | Supporting Documents to be furnished | Compliance YES / NO |
| 1. | The Company must be registered in India under the Indian Companies Act, 1956/Partnership Act 1932/sole proprietorship (with VAT & service Tax registration) firm and should be in existence in India for at least 2 years, as on date of submission of bid. | Certificate of Incorporation / Partnership Deed. | |
| 2. | The Company/Agency should be operating in the field of Software Development and its Implementation Support from the last two financial years. | Attested copy of the Memorandum and Articles of Association/ Incorporation Document & LLP Agreement. | |
| 3. | Turnover, Profitability and Net Worth Criteria as specified for the last 2 Financial Years (2018-19 and 2019-20). | <ul style="list-style-type: none"> • Audited Annual Financial Statements and Annual Report and Certified statement from the Current Statutory Auditors of the Company/Agency for the FY 2018-19 and 2019-20. | |
| 4. | Average turnover per year for the last 2 Financial Years (2018-19 and 2019-20) from Software Development and its Implementation as specified. | <ul style="list-style-type: none"> • Audited Annual Financial Statements and Annual Report and Certified statement from the Current Statutory Auditors of the Company/Agency for the FY 2018-19 and 2019-20. | |
| 5. | <p>The bidder should have completed at least two (2) engagements in Software Development and its Implementation offerings in a large Enterprise or Government during the last 2 Years, as detailed below:</p> <p>For Group I: Minimum value of each project Rs.40 Lakh</p> <p>For Group II: Minimum value of each project Rs.20 Lakhs</p> <p>For Group III: Minimum value of each project Rs.5 Lakhs</p> <p>For Group IV: Minimum value of each project Rs.1.0Crore</p> | <ul style="list-style-type: none"> • Certificate from the current authorized signatory of the Company/Agency. • Work Order • Completion Certificate/ Client Certificate and citations. <p>Note: In the event of a multi-stage, multi-service engagement, a completed phase supported by a client certificate or documentation/payment realization shall also be considered equivalent i.e. ongoing project can be considered subject to the receipt of payment for</p> | |

| | | services equivalent/higher to the Criteria specified in the RFE. | |
|-----|--|--|--|
| 6. | The Company/Agency should have minimum Full Time Technical Resources on their own payroll as on date of submission of bid as follows: For Group I: 20 For Group II: 10 For Group III: 5 For Group IV: 100 | Certificate and list of professionals from the current authorized signatory of the Company/Agency along with their Provident Fund Numbers. | |
| 7. | The Company/Agency should be an individual organization. Consortium shall not be allowed. | Certificate from the current authorized signatory of the Company/Agency | |
| 8. | The Company/Agency should also pay Application Processing Fee of Rs.30,000/-. | The payment for Application Processing Fee (as applicable) can be made online during the bid submission. | |
| 9. | The Company/Agency should also pay an amount towards Earnest Money as detailed below: For Group I: Rs.5.0 Lacs For Group II: Rs.4.0 Lacs For Group III: Rs.3.0 Lacs For Group IV: Rs.10.0 Lacs | The Payment for EMD can be made online during the bid submission. | |
| 10. | The Company/Agency should not have been blacklisted as on the last date of submission of offer by any Government Agency in India or under a declaration of ineligibility for fraudulent or corrupt practices or inefficient/ineffective performance. | Certificate from the current authorized signatory of the Company/Agency. | |

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

Tech Form-1: Technical Bid Submission Form

(To be submitted on the letter head of the bidder)

To:

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

Subject: Submission of Technical Proposal for empanelment with HARTRON for providing Software Development & Implementationservices to Departments/Boards/Corporations of State Govt for Group_____(I or II or III or IV).

Dear Sir,

We, the undersigned, offer to provide Software Development & Implementation Services to State Government Departments/Boards/Corporations that are implementing the various e-Governance initiatives in accordance with your Request for Empanelment dated _____. We are hereby submitting our Proposal for Group_____ which includes this Technical bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of the RFE document. We would hold the terms of our bid valid till our empanelment, as stipulated in the RFE document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

Tech Form-2: Bidders' Overall Experience

| Sl. No. | Name of Assignment | Client Name and Description (Government Department/ Private) | Services delivered, key resources | Project Value, dates/duration and current status | Supporting documentation |
|---------|--------------------|--|-----------------------------------|--|--------------------------|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |

NOTE: For each project specified above, please provide separate information (not exceeding two pages) on all relevant points to support evaluation. **Provide the details for each project (submitted for evaluation) not exceeding 2 pages for each of the relevant points. This will help in understanding the project at a glance.**

Tech Form-3: Bidders' Presentation

THE BIDDERS SHOULD ENCLOSE A HARD COPY OF THEIR PRESENTATION MATERIAL AS A PART OF THIS FORM. THE PRESENTATION SHOULD DEMONSTRATE COMPETENCE AND EXPERIENCE WITH PROOF AND THE PAST EXPERIENCE IN SUPPORT OF EVALUATION.

PRESENTATION OF THE HIGHLIGHTS OF NO MORE THAN THREE (3) PROJECTS SUBMITTED FOR EVALUATION INCLUDING GOVERNMENT SECTOR EXPERIENCE, INCLUDING STAFF STRENGTH, COMMERCIAL INFORMATION (where applicable), SERVICE DELIVERY APPROACH, LOCAL OFFICE INFORMATION, etc. SHOULD BE GIVEN. **Submit hard copy & soft copy of the presentation.**

- Note:
1. All of the above projects should be from the project references submitted in their proposal and should not exceed 20 slides.
 2. The presentations will be held at Panchkula. The date of presentation shall be conveyed separately.

Tech Form-4: Qualification & Competence of Professional Staff**A)**

| Sr. No | Resource Category | Prescribed Qualification | Minimum period of relevant experience | Number of full Time resource persons fulfilling the prescribed qualification & experience |
|--------|--------------------|--|---|---|
| 1 | Solution Architect | BTech(CS/IT)/ MSc(CS/IT)/ MCA or equivalent (with min 60% marks) | 10 years (Ability to assess project needs in various domains) | |
| 2 | Project Manager | Do | 10 years (In managing large software development projects) | |
| 3 | Software Developer | Do | 5 years (in software development for large software development projects) | |

B)

| Sr. No | Technology Platform (Please Specify) | No. of persons with relevant experience as defined in 'A' |
|--------|--------------------------------------|---|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |

Note :

- 1) For people with experience of 10 years or higher, relaxation in educational qualifications shall be considered as long as they meet relevant experience requirements
- 2) Please attach 1 resume for each of the above categories to further illustrate the competency and experience.
- 3) It is further required that the agencies provide same or similar resources when work is awarded by the Departments / Boards / Corporations.

Tech Form-5: Statement for Seeking Clarifications & Deviations in the RFE

Dear Sirs,

The following are the clarifications and deviations sought for on the terms and conditions and Scope of Work against this RFE. These clarifications and deviations are exhaustive.

| Sr. No. | Section No. | Para No. | Page No. | Statement of clarifications /Deviations | Remarks |
|---------|-------------|----------|----------|---|---------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Non-Disclosure Agreement**Annexure I**

This Non-Disclosure Agreement ("Non-Disc") is made and entered into ____ day of ____ month ____ year (effective date) by and between _____ ("Department") and _____ ("Company"). Whereas, Department and Company have entered into an Agreement ("Agreement") _____ effective _____ for _____; and

Whereas, Each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. As used herein:

- (a) The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen / users / persons / customers data, products and/ or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department's Information including citizen /users /persons /customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information
- (b) The term, "Department" shall include the officers, employees, agents, consultants, contractors and representatives of Department
- (c) The term, "Company" shall include the directors, officers, employees, agents, and representatives of Company, including its applicable affiliates and subsidiary companies.

Protection of Confidential Information. With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- (a) Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;

- (b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed here under, but in no event take less care with the Confidential Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
 - (c) Not to make or retain copy of any commercial or marketing plans, Citizen / users /persons /customers database, Proposals developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
 - (d) Not to disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
 - (e) Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent Record or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
 - (f) Not to discuss with any member of public, media, press, or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department
3. **Onus.** Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions
4. **Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
- (a) Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
 - (b) After it has become generally available to the public without breach of this Agreement by Company; or
 - (c) Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
 - (d) Which Department agrees in writing is free of such restrictions.
 - (e) Which is received from a third party not subject to the obligation of Confidentiality with respect to such information?
5. **Remedies.** Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore,

Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.

6. **Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
7. **Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
8. **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are party or by which the respective parties are bound.
9. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder
10. **Dispute Resolution.** If any difference or dispute arises between the Department And the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to the Managing Director, HARTRON.
 - (a) The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
 - (b) The place of arbitration shall be Chandigarh.
 - (c) The arbitrator's award shall be substantiated in writing and binding on the parties.
 - (d) The proceedings of arbitration shall be conducted in English language.

- (e) The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
11. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Chandigarh, India only.
12. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.
13. **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
14. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
16. **Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
17. **Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive for a period of 3 years after expiration or termination of this Agreement.
18. **Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact

whether there exists a commercial relationship between Company and Department.

19. **Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to ____ years from the “effective date”.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

I. For Department,

For Company

Name: _____

Name: _____

Title:

Title:

WITNESSES:

1.

2.