

# Request for Proposal

*Selection of Consultant for  
e-Governance Implementation*



**Department of Excise and Taxation  
Government of Haryana**



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# 1 LETTER OF INVITATION

The Department of Excise and Taxation, Government of Haryana, recognizes the need to modernize the State's tax administration by designing the best tax policy so as to be in tune with current economic and globalization trends. Tax reform measures are also needed to ensure buoyant revenue flow, making the environment conducive for increased compliance levels and mitigation of malpractices.

2. The Department has embarked on a mission for implementing e-Governance by deploying the Commercial Taxes Project as an end-to-end, holistic ICT initiative covering all stakeholders. Such an approach would provide qualitative improvements in the interaction of the Government with the trade and industry. To underline the importance of this initiative, the Commercial Taxes Project has been accorded a Mission Mode status under the National eGovernance Plan (NeGP).

3. In order to achieve the desired results, it is considered necessary to review the core processes related to Tax Administration along with the right technology enablers. Accordingly, re-designing and streamlining the processes to make them more effective, efficient and equitable is an integral part of the scope of work.

4. The release of this RFP comes at a very unique juncture where a significant shift in the environment is poised to take place in transitioning from the VAT to the more comprehensive GST system of taxation. Since this change in the tax regimes and the project cycle is likely to overlap, adoption of an appropriate project strategy is necessary not only for balancing the functional needs but also optimization of effort/costs.

5. The Department has already prepared a Detailed Project Report (DPR) that provides broad contours for IT enabling. In addition, guidelines related to Commercial Taxes MMP prepared by the National Institute of Smart Governance (NISG) would serve as the guiding spirit behind this initiative. All these documents would be shared with the successful bidder so that the specific tasks related to the services of the consultant adhere to and are aligned with these guidelines.

6. To facilitate the drawing up the blueprint for this ambitious initiative and ensuring the successful implementation of the Commercial Taxes MMP, the Department is desirous of engaging the services of a competent Consultant. This document aims to provide all relevant information to Consultants who are desirous in participating in the bid process.

7. We invite you to submit your bid proposal in the prescribed format and adhere to the norms laid down in this document to enable us assess effectively for award of this work.

Yours faithfully,

**Excise and Taxation Commissioner**

**Haryana State**

## 2 INFORMATION TO CONSULTANTS: DATA SHEET

### 2.1 INTRODUCTION

1. The name of the Client is: The Excise and Taxation Commissioner, Government of Haryana.

The address, and telephone numbers of the Client's Office are:

Vanijya Bhawan, Plot no. I-3, Sector 5, Panchkula, Haryana

Phone: +91 172 2590990, 2590931

Fax: +91 172 2590935, 2590932

e-mail: [mail@haryanatax.com](mailto:mail@haryanatax.com), aetc\_pgt@rediffmail.com

2. Name of the Assignment : Technical Assistance for Implementation of e-Governance Initiatives in the Department of Excise and Taxation, Govt. of Haryana.
3. The method of selection is : Quality and Cost Based Selection (70:30)
4. The Consultants are invited to submit a Technical Proposal and a Financial Proposal, in the formats specified in this document. Responses should be in English Language. The Proposal will be the basis for contract negotiations and for ultimately signing of a contract with the selected firm.
5. The Consultants must familiarize themselves with the Departmental focus and applicable local conditions and take them into account in preparing their Proposals. A brief description of the work carried out by the Department and the Acts under administrative purview is provided in the Appendix to this document.
6. Key Events and Dates

S.No	Event	Details
1	Last date for issue of RFP document/ Submission of Demand Draft in case of RFP being downloaded from the Internet	<b>22-02-2010</b>

	(*)	
2	Pre-bid Conference	<b>23-02-2010</b>
3	Issue of Clarifications to the bidders	<b>03-03-2010</b>
4	Last date for submission of Technical and Financial Bid	<b>16-03-2010, up to 12.00 noon</b>
5	Technical Bid Opening	<b>16-03-2010, 02.00 pm</b>
6	Date of Technical Presentation	<b>Commencing from 05-04-2010</b>
7	Commercial Bid Opening	<b>16-04-2010, 12.00 noon</b>
8	Venue for Pre-Bid Conference	Office of Excise and Taxation Commissioner, Haryana Vanijya Bhawan, Plot no I-3 Sector 5 Panchkula , Haryana
9	Cost of RFP Document	Rs 2000/-. Demand Draft in the name of 'Excise and Taxation Commissioner, Government of Haryana,' to be submitted along with the proposal in case RFP is downloaded from the internet.
10	Earnest Money Deposit	Rs. 5 Lacs
11	Performance Bank Guarantee	5% of the Contract Value (3% to be released after 16 months from signing of contract and the remaining 2% will be released after 5 years from the signing of contract)
12	Website	<a href="http://www.haryanatax.com">www.haryanatax.com</a>

\* The department shall not be responsible for any Postal or other delays.

## 7. Relevant Acts, Information and Other Documents

### a) Relevant Acts and Corresponding Revenue Receipts:

S.No	Act	Revenue Receipt In (2008-2009) (Rs. In Crore)

1	The Haryana Value Added Tax Act, 2003	7138.55
2	Central Sales Tax Act,1956	1520.04
3	Punjab Entertainment Duty Act, 1955	24.40
4	Haryana Local Area Development Tax Act, 2000	22.32
5	The Punjab Passenger & Goods Taxation Act, 1952	347.95
6	The Punjab Excise Act, 1914	1422.35
7	Haryana Tax on Luxuries Act, 2007	23.37

b) Client will provide relevant information/documents available with it for carrying out the present assignment.

8. The Client will provide limited office space with basic furniture and utilities to the engaged Consultant. Telephones, office and computing equipment, including computers, printer, photocopier, fax machine, internet / e-mail connection, modem etc. and transport arrangements required for this engagement will be the responsibility of the Consultant.
9. Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable; and (ii) the Client is not bound to accept any of the Proposals submitted.

## 2.2 CLARIFICATION AND AMENDMENT TO RFP DOCUMENTS

1. Bidders may request a clarification with regard to any part of the RFP document on or before **<22-02-10, 12.00 noon>**. Any request for clarification must be sent in writing by paper mail or facsimile or e-mail to the Client's address indicated in the Data Sheet. The clarifications would be issued by **<03-03-10>** **and shall be published on the Websites www.haryanatax.com; www.haryana.gov.in and www.hartron.org.**
2. The address for requesting clarifications is:  
  
Excise and Taxation Commissioner  
Vanijya Bhawan, Plot no. I-3, Sector 5, Panchkula, Haryana  
Phone: +91 172 2590931, 2590990  
Fax: +91 172 2590935, 2590932  
e-mail: **mail@haryanatax.com**, aetc\_pgt@rediffmail.com
3. A pre-bid conference will be held in the Office of Excise and Taxation Commissioner, Haryana on **<23-02-10, 11.00 am>**.

## 2.3 PREPARATION OF PROPOSAL

1. Consultants are requested to submit the Proposals in English language.
2. The bidding comprises of three tier system: Pre-qualification, Technical bid and Financial bid.
3. In preparing the Technical Proposal, bidders are expected to examine the documents comprising this RFP in detail. The proposal should cover all the aspects of the terms of reference (specified in section 3). Any bid not found responsive to the terms of reference shall be rejected. Material deficiencies in providing the information requested may also result in rejection of the Proposal.
4. While preparing the Technical Proposal, bidders must give particular attention to the following:

- a. The bidder shall not associate with individual Consultant(s) and / or other firms or entities in a joint venture relationship to outsource/sub-contract a part or whole of services desired of the bidder as a part of this assignment.
  - b. The key professional staff proposed should be permanent employees of the firm.
  - c. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
  - d. Except as specifically provided, **the Technical Proposal shall not include any information relating to the Financial bid.**
5. In preparing the Financial Proposal, Bidders are expected to take into account the requirements and conditions of the RFP document.
6. The Financial Proposal should be inclusive of all taxes, duties, fees, levies, and other charges imposed under the applicable local laws.
7. Bidders should express the price of their services in INR only.
8. The proposals must remain valid for 180 days after the date of opening of the financial proposals. During this period, the bidder is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period.
9. Earnest money deposit: The proposal must be accompanied by earnest money deposit of Rs. 5 Lakhs in the form of Demand Draft of any nationalised bank payable to 'Excise and Taxation Commissioner, Government of Haryana,' without which the proposal will be rejected outright. Earnest money deposit will not be accepted in cash or any other manner. No interest is payable on the amount of E.M.D.
10. The Earnest money deposit will be returned along with necessary endorsement for payment to the tenderers whose offers are not accepted by the Department of Excise and Taxation within two months of the placing of final order to the successful bidder. However for the successful bidder, the Earnest money deposit so submitted will be refunded on submission of Bank guarantee against security deposit.

## 2.4 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

1. Each Bidder shall submit **only one Proposal**.
2. Proposals should be submitted in English Language.
3. The proposal submission address is:

Excise and Taxation Commissioner  
Vanijya Bhawan, Plot no. I-3, Sector 5, Panchkula, Haryana  
Phone: +91 172 2590990, 2590931  
Fax: +91 172 2590935, 2590932  
e-mail: [mail@haryanatax.com](mailto:mail@haryanatax.com), [aetc\\_pgt@rediffmail.com](mailto:aetc_pgt@rediffmail.com)
4. Proposals must be submitted **no later than <16-03-10 up to 12.00 noon.>** Any Proposal received there after shall be returned unopened.
5. The original Technical Proposal and Financial Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be attested by the person or persons who sign(s) the Proposals.
6. An authorized representative of the firm should **sign on all the pages of the Proposal**. The representative's authorization should be confirmed by a written power of attorney accompanying the Proposal.
7. Consultants must submit **an original and four additional copies of each proposal**. Each Technical Proposal and Financial Proposal should be **marked "Original" or "Copy"** as appropriate and the original and the copies should be identical. However, if there are any discrepancies between the original and the copies of Proposal, the original governs. Consultants are required to submit their Technical and Financial Proposals in soft copy also in separate CDs, in Adobe Acrobat (PDF) format only. The respective CDs should be enclosed in the sealed envelopes for Technical Proposal and Financial Proposal, as specified in the Data Sheet.
8. Technical Proposal Contents: The technical Proposal should contain:

- a. Technical Proposal Submission Form (**Format as in Section 5.2**)
  - b. Checklist for Pre-Qualification Criteria along with relevant documentation showing the proof of eligibility as outlined in the Pre-qualification Criteria (**Format as in Section 5.3**)
  - c. Checklist for Technical Evaluation (**Format as in Section 5.4**)
  - d. A declaration of any actual or potential conflict of interest.
9. Financial Proposal Contents : The Financial Proposal should contain:
  - e. Financial Proposal Submission Form (**Format as in Section 5.8**)
10. The Financial Proposal should only indicate prices **without any condition or qualification** whatsoever and should include all taxes, duties, fees, levies and other charges levied by Central & State, as may be applicable in relation to activities proposed to be carried out. Any **upward or downward** revision in taxes, duties, fees, levies and other charges levied by Central & State during the period of contract shall be to the client's account.
11. Bidders should express the price of their services in INR only.
12. The original and all copies (including Soft Copies) of the Technical Proposal should be placed in one envelope and should be **marked as 'Pre-qualification & Technical Proposal for Selection of a Consultant for Assistance in Implementation of eGovernance Initiatives in Dept. of Excise and Taxation, Govt. of Haryana'** and the Financial Proposal (original and all copies including soft copies) in another envelope marked as '**Financial Proposal for Selection of a Consultant for Assistance in Implementation of eGovernance Initiatives in Dept. of Excise and Taxation, Govt. of Haryana**'. Both these envelopes should be sealed separately and put in one envelope marked '**Selection of a Consultant for Assistance in Implementation of eGovernance Initiatives in Dept. of Excise and Taxation, Govt. of Haryana**'. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and clearly marked, "**Do not open, except in presence of the Evaluation Committee.**"
13. After the deadline for submission of proposals the Technical Proposal shall be opened immediately by the evaluation committee.

14. Proposals must remain **valid for 180 days** after the date of opening of financial proposals.

15. From the time the bids are opened to the time the contract is awarded, if any Bidders wish to contact the Client on any matter related to its proposal, it should do so in writing at the address of the client's office indicated in Para 3 of Section 2.4 above. Any effort by the Bidder to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal.

## 2.5 PRE-QUALIFICATION CRITERIA

At the time of submission of bid response, the Consultant should conform to and/or be able to demonstrate Organizational, Financial and Experience criteria as specified below:-

### 2.5.1 Organizational

1. A company registered in India, along with a valid Service Tax registration and been in operation for a period of at least five (5) years at the time of bid submission.
2. Have a minimum strength of fifty (50) technical staff during each of the last three years. Staff should possess appropriate educational qualifications (such as Engineering/MCA/MBA or Masters Degree / higher, with extended industry experience) and diversified expertise. Experience should consist of industry-accepted levels such as Principal Consultants, Senior Consultants and Consultants (who should have no less than **fifteen, ten and five years respectively** of relevant experience), with a balanced mix of experience at each of these levels.
3. Should have a consulting focus for the Government sector that is demonstrated by the successful completion of at least one independent engagement (i.e. not as part of a consortium) for a State or Central Government Department / Agency in India during the preceding three years.
4. The Consultant should not have been charged of involvement in any malpractice, fraud, scandal or any criminal case or have been blacklisted by any Central or State Government Department or Agency.

### 2.5.2 Financial

1. Annual Turnover during each of the last three financial years (i.e. FY 2006-07, 2007-08, 2008-09), should have been a minimum of Rs. Twenty five (25) Cr. that is generated from services relating to IT Consulting and IT Program/Project Management (i.e. revenue should be on account of IT Solutions consulting other than related to supply of hardware/IT infrastructure and their associated maintenance services, packaged software, etc.).
2. Net Cash Accruals (Profit after Tax + Depreciation – Dividends) over the last three financial years, to be a minimum of Rs. Five (5) Cr in each financial year.
3. Net Worth (Paid-up Share Capital + Free Reserves) of a minimum of Rs. Ten (10) Cr. in each of the last three financial years.

### 2.5.3 Experience

1. Consultant must have successfully completed at least **one** consulting engagement of value no less than Rs. One (1) Cr., involving High Level IT Consulting AND Project Management, during the preceding three-year period in the Government sector. Such engagement must be related to systems that are geared to deliver multiple services to various stakeholders, multi-location, large data volumes and scalability of solution, where the services result in defined outcomes. Experience working on initiatives related commercial taxes would be an added advantage.
2. Consultant should have capabilities/expertise in all phase-specific requirements described in the scope of work that is demonstrable in a maximum of **three** separate customer engagements (which could also optionally include the Government assignment specified in paragraph 1 of this section) either successfully completed within the preceding three years or an on-going engagement where a deliverable or service completion has been completed and formally approved by the Customer. Such engagements should be of value no less than Rs. One (1) Cr. each. These engagements could either be for a Government Department/Agency or a geographically distributed enterprise with operations that is of comparable (or larger) size to that of the Commercial Taxes Department of Haryana. The following experience attributes should be evidenced at least in one of the three engagements cited by the Consultant:
  - a. Conceptualization of holistic, end-to-end service oriented solutions
  - b. Business Process Re-engineering, including domain specific best practices

- c. Program/Project Monitoring/Management
  - d. Requirements management
  - e. Development of Solution Architectures
  - f. Project costing, financial and legal structuring
  - g. Review and monitoring Software engineering /solution development
  - h. IT Infrastructure evaluation, system, network and security management
  - i. Change Management, including training
  - j. Managing data migrations and digitization
  - k. Bid process management
  - l. SLA structuring and monitoring
  - m. Implementation of Helpdesk, issue/problem resolution mechanisms & change management
  - n. Experience in evaluation of managed services and structuring the same
  - o. Business continuity planning
  - p. Bid Process Management
3. In case Consultant's past experience requirements was through a consortium, Consultant should have been engaged in the areas listed in item no. 2 above with a clearly defined task/deliverable responsibilities.

## 2.6 TECHNICAL EVALUATION

The technical proposals of **only those bidders, who qualify** in the evaluation of the prequalification proposals, shall be considered.

Financial Proposals will not be opened until until the technical evaluation has been completed.

The Technical Bid will be examined by the evaluation committee on the basis of responsiveness to the scope of work, past experience and profile of people in the firm. The broad evaluation criteria and points system applied are specified below. The Technical Evaluation Committee, at its sole

discretion, would evolve a further benchmark, scoring pattern within the allocated marks for each line item indicated below.

#### **2.6.1 Past Experience: 45 marks**

It is required that the bidders submit proof of at least one (1) project with Government sector and up to three (3) projects for substantiating relevant experience that is required for this project as described as part of the 'Experience' requirements in the pre-qualification criteria section.

#### **2.6.2 Approach and Methodology: 15 marks**

The bidder is required to draw up an approach and methodology and substantiate this with a task break down structure as demonstration of understanding of the requirements related to this engagement. Further, a cohesive stage wise work break down structure describing the duration and effort of each of the significant tasks along with allocation of the named resource would be assumed to reflect consultant's understanding.

#### **2.6.3 Resource Profile: 40 marks**

It is required that the bidders submit CVs of all key personnel proposed for the project. The **format for the CV is in Section 5.6**. The bidder is also required to fill the **Resource Deployment Plan** as in **Section 5.7**.

#### **2.6.4 Evaluation Process**

The proposal review committee may require verbal/written clarifications from the bidders including presentations, if considered necessary to support bid evaluation. The primary function of clarifications in the evaluation process is to clear ambiguities and uncertainties arising out of the evaluation of the bid documents. Verbal clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. **The committee may seek inputs from their professional, technical experts in the evaluation process.**

Depending on the evaluation methodology mentioned above, each Technical Bid will be assigned a technical score (TS) out of a maximum of 100 points as per the aforementioned Technical Evaluation Criteria.

**The minimum technical score required to qualify for the financial evaluation is 70**

After the technical evaluation is completed, the Client shall notify and intimate those bidders whose proposals were considered non-responsive to the RFP and Terms of Reference or not qualified for the financial evaluation, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the bidders, whose proposals have qualified for further evaluation, indicating the date and time set for opening the Financial Proposals. The notifications may be sent by registered letter or facsimile or e-mail.

## 2.7 FINANCIAL EVALUATION

Only those bidders who qualify the Technical Evaluation shall be considered for Financial evaluation. The Financial Proposals of such bidders shall be opened in the presence of the bidders' representatives who choose to attend. The name of the Bidder, the technical scores, and the proposed price shall be read aloud. The Client shall prepare minutes of the proceedings.

The bidder should be careful in submitting the financial proposal. The evaluation committee will take the total amount quoted in Section 5.8 as the final bid value.

The commercial scores for each of the Set will be calculated as:

$$\mathbf{Fn = Fmin / Fbid * 100}$$

Where

Fn = Normalized financial score of the bidder under consideration

Fbid = Evaluated cost for the bidder under consideration

Fmin = Minimum evaluated cost for any bidder

## 2.8 FINAL EVALUATION

**Quality and Cost Based Selection (QCBS)**

An overall score will be calculated based on the technical and financial scores of each bidder as detailed below.

The overall score will be calculated as follows:

$$B_n = (W\text{-tech} * T_b) + (W\text{-fin} * F_n)$$

Where

$B_n$  = Overall score of bidder under consideration

$T_b$  = Absolute Technical score for the bidder under consideration

$F_n$  = Normalized Financial score of the bidder under consideration

$$W\text{-tech} = 0.70$$

$$W\text{-fin} = 0.30$$

The bid obtaining highest overall score shall be declared as **the most responsive bid** and be invited for negotiations

## 2.9 NEGOTIATIONS

1. There will be **no negotiations regarding the financial proposal**.
2. Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out agreed final Terms of Reference, staffing, and work-plan indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then form part of the contract. Special attention will be paid to optimizing the required outputs from the firm within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

3. Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and to sign the contract as proposed in Draft version along with this document.
4. Having selected the firm on the basis of, among other things, evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff, were offered in the proposals without confirming their availability, the firm may be disqualified.
5. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will sign the agreed contract. If negotiations fail, the Client will invite the firm that received the second highest score to contract negotiations.

## 2.10 AWARD OF CONTRACT

1. The contract will be awarded after negotiations. After the negotiations are complete, the Client will promptly notify other bidders on the shortlist that they were unsuccessful and return their Financial Proposals
2. The assignment is expected to commence at Panchkula, India and will take in its sweep the **entire state of Haryana**. The execution of the assignment will take place both at Panchkula and at other locations outside Panchkula and may involve meetings, seminars etc. across the State. The Offices of Department of Excise and Taxation, Government of Haryana are as given in Annexure 5.10.

## 2.11 CONFIDENTIALITY

Subject to the other provisions of this RFP, information relating to evaluation of proposals and recommendations concerning award of contract shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process.

## 2.12 NON-PARTICIPATION

Bidder who has been awarded the contract resulting from this RFP would not be allowed to participate in downstream works related to the development, deployment and operational management of the eGovernance solution either directly or in a sub-contacting or such other alliance or business relationship with the Implementation Partner. This would be a non-negotiable requirement.

## 3 TERMS OF REFERENCE

### 3.1 E-GOVERNANCE VISION

As the digital economy evolves, the concept of good Governance assumes a greater significance in bringing qualitative changes to delivery of Government services to citizens and businesses. The increased adoption of eGovernance is expected to improve transparency, quicker information dissemination, and greater efficiency in the delivery of public services in a multitude of sectors.

The Government of Haryana has given a special emphasis on implementation of Mission Mode e-Governance Projects identified under the National e-Governance Plan (NeGP). Haryana's IT vision aims to improve the quality of life of its citizens by empowering access to the emerging economic opportunities both within and outside the country. Accordingly, the eGovernance vision of Haryana is to *“achieve efficiency, transparency and accountability in governance by providing ICT enabled access and opportunities for all, anywhere and at anytime”*.

The vision necessitates the adoption of a holistic view towards the individual e-Governance initiatives that is aligned and guided by the State's vision and strategy. Such an approach to achieving objectives would result not only in effectiveness of service delivery but also benefit the citizen with a seamless view of the Government. Besides, there could also be an added advantage of enabling huge savings in cost resulting from sharing of the core infrastructure and facilities, besides promoting interoperability between systems through adoption of standards.

The eGovernance initiative of the Commercial Taxes Department of Haryana under this engagement is expected to facilitate a quantum jump in ICT adoption. The solution envisaged should take into account the experiences that have emerged from the various other e-Governance initiatives, especially those that are similar in nature, so that the pace and effectiveness of the projects can be greatly enhanced. This should be coupled with Department's own learnings through past efforts in computerization.

The current engagement proposed by the Department recognizes the issues of process re-engineering and management of change as paramount in comparison to technical issues associated with e-Governance. This would lead to the quick and effective realization of the underlying objectives related to tax administration that are being pursued by the Department, some of which are given below:-

- Improved compliance
- Effectiveness in collections
- Efficient service delivery
- Ease and reduced cost of compliance for the stakeholder
- Transparency in operations
- Reduction in discretionary approach to assessments & decisions
- Formulation of policies that are in tune with the economic and market trends

Comprehensive and reliable data is undoubtedly the basis for effectiveness. Consequently, the proposed approach should introduce a planned transition from the current paper-intensive model of operation to a near paperless environment. This should have facilities for electronic submission of data by the stakeholder for all transactions, be it registration, filing of returns, claims, etc., their subsequent processing at the back office along with associated facilities such as electronic payments. The idea is to come up with a method that will significantly simplify compliance while ensuring that all information necessary for Enforcement is available with the Department. Further, the proposed approach should be a departure from the data-entry intensive applications currently operational in the Department.

The proposed approach should target development of a blueprint based on the revised set of processes and associated changes to determine a holistic, end-to-end view of the Department's operation with significantly high levels of automation. It is quite obvious that the all key stakeholders would need to be harmoniously included into a cohesive ICT framework.

It is quite interesting to note that there have been varying degrees of progress and success with similar initiatives across many other States in India. It would be ideal if ways and means are explored to reuse at least parts of the design and the software components. However, if this is infeasible, at least experiences would need to be significantly leveraged as part of progressing to the next level of ICT deployment.

It is only such an inclusive approach, enabled through process reform, which would accelerate the adoption and deliver the benefits of technology to all stakeholders.

## 3.2 OBJECTIVES

The objectives of engaging the Consultant is to assist the Department of Excise and Taxation, Government of Haryana to implement eGovernance initiatives and introduction of automation in the working of the department. It is to be ensured that the transition from manual system and existing software applications to a more comprehensive ICT solution is smooth without impacting any core business requirements of the Department.

Accordingly, the scope of the Consultant's work has been segregated into four distinct phases based on the likely roadmap for the implementation of the Commercial Taxes MMP as listed in this section. For each of the phases, besides listing of all key tasks and deliverables, phase objectives and exit criteria have also been specified. This is expected to provide clarity on the consultant's responsibilities, work planning and determination of the approach that the consultant may consider most appropriate in meeting with the desired objectives.

## 3.3 SCOPE OF WORK

### 3.3.1 Phase 1: Project Scope and Approach

#### **Phase Objective(s):**

This phase involves an assessment of the current status and the desired level to which the new solution benefits all key stakeholders. There will be significant emphasis on the process improvements/changes that would be introduced concurrently with the installation of the new ICT solution. The solution architecture for the proposed system with a clear roadmap for all downstream project tasks with cost estimates and timelines is envisaged to be part of this phase. Domain knowledge related to the tasks in this phase will need to be drawn from the Department.

#### **Key Tasks:**

1. Assessment of Current Status of IT: Perform an objective assessment of both application software systems and IT infrastructure/facilities and position them in the migration process so that past investments in IT can be suitably leveraged.

2. Review / Revision of Business Processes: Introduction of ICT brings with it inherent opportunities for improvement that results from elimination of paper and moving to a data oriented regime. It is essential to identify these along with other domain specific procedural improvements based on which a set of new processes would need to be defined. The new processes should clearly define how various stakeholders will interact with the system and the outcomes that will be produced, at each stage along with transaction volume and metrics for each significant service (and where applicable at the task level). Benefits arising out of the revised set of processes should be clearly identifiable. This exercise should be comprehensive spanning the entire scope of operations, even if phased/partial implementation is envisaged.

The new work approach should automatically provide for a means to clearly allocate work at task level and effectively manage the execution of work at the back office. Any organizational changes resulting from the revision of existing processes and introduction of new processes should be clearly articulated with the written consent of the Department.

In addition, identification and evaluation of best practices from other States in India that could be considered for introduction as part of the process improvement should be explored. The recommendations of Commercial Taxes MMP should be factored into the process changes, wherever applicable.

3. Electronic Forms: Optimization of forms for specific service requests and introduction of new forms (where it does not exist) and converting them for electronic use is within the scope of this exercise. Provision for form level checks and other upload time validations should be defined unambiguously. Care should be taken to limit the number of total forms in the system and also optimize each of the forms so that redundant data is not collected over and over again. Once the electronic form submission is adopted, there should not be any scope for manual data transcription of the electronic form to the back end processing systems so as to maintain purity of data.
4. Enabling Legal Provisions: The consultant would also be required to examine jointly with specialists from the Department the legal enabling provisions under various Acts to ensure that the new process framework could be adopted without any problems. Accordingly, any new provisions and/or modification to existing provisions should be identified and flagged to the Department so that action can be initiated by the Department to make necessary amendments to the various Acts within the project deadlines.

5. Formulation of High Level Requirements: Based on the proposed set of processes, a comprehensive set of functional and non-functional requirements should be documented. This should also involve interfaces to other systems and other environmental considerations that have been provided in a separate section of this document. These requirements should be holistic, end-to-end and cover all Functional aspects including MIS, Data warehousing related to domain areas and information that would be essential from the perspective of monitoring routine business operations.
6. Software Reuse: Examine possibility of re-use of software that has already been developed and deployed in other States. For this purpose, States that have matured in ICT usage consistent with the proposed framework should be considered in consultation with the Department. It is also pertinent to mention that the Department has also visited a few States to observe the ICT solutions. Before committing resources for in-depth study/evaluation of other States' systems in this regard, it is necessary to take the Department's consent.
7. Formulation of Solution Architecture: Based on the process structure that has been proposed and the requirements that have been drawn up on this basis, consultant would need to create a blueprint for the solution being envisaged to deliver a cohesive functional solution to all identified stakeholders. The solution structure should be technology agnostic and should be capable of allowing multiple technologies to co-exist both in the target implementation and the evolution of the solution thereafter. It is reiterated that the solution architecture should be technology/platform agnostic so that it will provide the Implementation Partner to decide the most appropriate technologies and enabling platforms that is consistent with any guidelines that may be in force at that time.
8. Service Level Agreements (SLA): All SLAs for the proposed operations and the way that these would be monitored and assessed would need to be defined by the consultant. As far as possible, these SLAs should correlate with the deliverable services of the Department and should not be technically involved to aid easy administration. A system of incentives and penalties based on SLAs may also be proposed, if applicable.

As a unique requirement, security issues should be specifically included.

9. Project Schedule: The project schedule for various phases of the project should be clearly worked out on the basis of realistic expectations. Consultant is expected to draw up project schedules with all key tasks and dependencies, factoring in realistic time requirements based

on the effort that needs to be expended, dividing the project into phases (as may be deemed appropriate) and assessment of project risks. Consultant should work collaboratively with the Department and add value in determining a realistic project schedule for all downstream work up to the stage of completion of the eGovernance Project and obtain the concurrence of the Department.

10. Project Cost Estimates & Structuring: An estimate of the total project cost on a detailed line item basis should be computed. These costs should be categorized into capital and operational expenditure over a three year period based on approximate market values. Cost items should include all support and personnel costs that would need to be met by the Department over and above the payments that are to be made to the Project Implementation partner, costs related to data migration (if any) and costs associated with certification(s). Cash flow projections based on the estimated cost shall form part of this exercise. In addition, Consultant is also required to suggest project structuring alternatives that could be considered relevant and feasible.
11. Data Migration Plan and Strategy: There needs to be critical mass of data when the new solution goes live. This may involve transfer of data both from current system that are in electronic form as well as paper documents. Additional effort may be required to map existing data items to possible new codifications schemes/structures that could be introduced as part of the new processes. The guidelines related to the migration of data, estimation of data volumes, formats/standards to be adopted for data elements (including digitization of documents, if applicable), data/document retention period and approach to be adopted in respect of data migration need be laid down by the consultant.
12. Project Implementation Strategy: On the basis of the findings and the proposals that have been made in relation to this project and keeping in view any possibility of retaining currently operational software applications, software Reuse from other States, new custom developed software modules (i.e. bespoke) and the need for adoption of a phased project implementation approach, consultant should determine a suitable strategy for this project. This will also include the commercial model and project structuring (financial and legal) for the proposed engagement. The consultant should also identify an approach for data migration and whether the same would be carried out by the project implementation partner or by another third external party or through internal resources of the Department (with or without temporary resource supplementation). Based on the project implementation strategy clear roles and responsibilities of various parties involved in the downstream tasks, including that of

the Department and the Consultant himself (to a level of detail) would need to be unambiguously articulated.

13. Validation: At the end of this phase, the consultant should review the various facets that have been dealt with in this phase, so as to ensure consistency between amongst each of the pieces when they have been consolidated. Any inconsistency/defects identified should be promptly fixed. Consultant should ensure that all stakeholders are involved in this exercise and all tasks related to this exercise are completed within one calendar week. The consultant may be asked by the Department, optionally, to correlate rationalize this with the DPR.

**Deliverables:**

- a) Process Document(s)
- b) Requirements Document
- c) Solution Architecture Document (including Security Guidelines)
- d) A consolidated Project Approach Document consisting of strategy and all other significant areas of study and decisions/conclusions carried out in this phase.
- e) Project costing & Structuring Approach

**Note:** (i) All of the above documents should be in modular form so that they can be easily reused in the downstream requirements such as the RFP Document without any significant additional effort.

(ii) The Process Document shall be written in a manner so that it can be used as future reference material for both the software development team and the Department user to understand the revised set of processes (i.e. as a precursor to an operations manual or such equivalent).

**Exit Criteria:**

Formally agreed (signed off by the Department) set of revised / re-engineered processes, requirements and solution architecture including its validation.

**Suggested Timeframe:**

12 to 16 weeks. Some of the tasks in this phase that does not adversely impact the realization of the phase objectives can be carried forward to the next phase.

**3.3.2 Phase 2: Bid Process Management****Phase Objective(s):**

This phase would involve consolidation of the inputs finalized in the previous phase into a RFP Document that can be used in an open bid process to select a qualified project implementation partner. During this phase the Department's IT Team Capabilities (i.e. PeMT) are expected to be initiated and the Consultant will need to plan for a collaborative engagement model with the PeMT.

**Key Tasks:**

1. Selection and scoring criteria: Determination of qualification criteria, method of selection and scoring patterns for the prospective project implementation partner.
2. Preparation of Contract: A draft contract agreement for the prospective project implementation partner should be prepared by the consultant and the same is to be vetted with the Department and with the Legal Department of the State Government, if necessary. This draft contract will form part of the RFP Document.
3. Preparation of RFP Document: Consolidation of inputs from Phase 1 and Preparation of RFP Documents. The components of the RFP Documents should be consistent with the outcomes of Phase 1. Consultant, should facilitate the Department in obtaining necessary approvals to initiate the Bid process and engage a project implementation partner.
4. Bid Management Support: Facilitation / support for release of tender, pre-bid meeting, proposal evaluation and finalization of implementation partner as part of the bid management. Consultant should work in tandem with the Department and the various committees that have been set up for this purpose.
5. Contracting: Facilitation for contract finalization with the selected implementation partner.
6. Institutional Setup: The consultant, as part of organizing for the upcoming phases, should proactively assist the Department in establishing and strengthening their internal IT

Capabilities. This will also involve, inter alia, the establishment of the PeMT in conformity with the NeGP capacity building guidelines. An approach and plan (including handholding) for their in-depth engagement should be drawn up by the consultant. Such a plan should involve an inclusive approach that harmoniously integrates the existing IT resources that are currently part of the Department, including planning their skills upgradation.

**Deliverables:**

- a) Draft Contract
- b) RFP Document

**Note:** The RFP will need to include only the highlights of the new processes; not detailed descriptions / process-flows.

**Exit Criteria:**

Selection of the Implementation Partner and Formalization of the contract.

**Suggested Timeframe:**

12 weeks. While some of the non-critical tasks from the previous phase may be carried out during this phase, there should not be any spill over from this phase to the subsequent phase(s).

### **3.3.3 Phase 3: Solution Development**

#### **Phase Objective(s):**

This phase would focus on the construction of the solution by the project implementation partner and getting the system in production-ready state. Oversight of all project lifecycle tasks including tasks such as testing the application & its certification, data migration and IT infrastructure/facilities readiness would be integral to this phase. The Consultant should provide continued assistance in ramping up of the PeMT during this phase and handhold in productive engagement of the PeMT in all project tasks as planned. Further, Consultant should be in a position to provide necessary technical leadership to the PeMT where such a joint exercise is involved.

#### **Key Tasks:**

1. Project Kickoff: Consultant should enable quick and effective Bootstrapping of the project. Knowledge transfer, including proactive familiarization / orientation should be provided by the consultant to the project implementation partner so that the expectations and outcomes that have been articulated for this project are not diluted.
2. Participation of SRS Review along with PeMT: Ensuring the completeness and comprehensiveness of the SRS would be an essential area of support to be provided by the consultant in the finalization of the SRS. It would be necessary that the consultant works cohesively with the Department to achieve this goal and ensure that all requirements are captured so that there is no scope for any changes until such time the software solution is fully rolled out.
3. Perform Supporting Technical Tasks along with PeMT: Consultant shall carry out the following technical tasks as part of its service obligations:-
  - a) Participation in Design Reviews, Data migration plans, IT Infrastructure plans, User Training plans, etc., and advising the department / PeMT, from the perspective of adequacy, possible trade-offs and suggested improvements;
  - b) Assess the software engineering and the IT operational management procedures adopted by implementation partner and advise the department / PeMT whether they are in alignment with the project requirements and generally accepted industry practices.
4. Governance Structure, User Groups and Champions: Consultant shall help the Department to set up project governance structures that can have oversight on project administration and

steer the project to meet with its stated objectives through timely interventions and decisions. Consultant shall provide the needed technical support to the various committees in this regard.

In addition, consultant shall also help with the setting up of user groups within the Department and identification of internal champions who can be catalysts in rapid internalization of the ICT operations.

5. Operational Re-alignment: Facilitate internal operational re-alignments within Department to use the new IT enabled solution. Should work closely with the Department in structuring the job responsibilities at various divisions/offices at an individual level, including establishment of average productivity levels/work targets and means to effectively supervise carrying out routine tasks.
  
6. Testing and Certification: This will involve two distinct tasks:-
  - a) Facilitate preparation of a comprehensive test plan and test cases covering all business scenarios/conditions and testing the software application jointly with the designated user groups from the Department facilitated by the Implementation Partner so that the feasibility of deploying the solution without encountering showstopper or serious errors in the software could be ensured.
  - b) The second task would involve a two stage certification that is carried out. The first stage of certification would need to cover the essential elements required for the Pilot and/or the initial site(s) to operate the ICT solution. So the scope of certification, besides the functional aspects of the software solution, should cover other readiness requirements such as the IT Infrastructure, back office IT facilities, data and such other operational support needs and as may be required.

Such certification could be carried out either by the consultant himself with their own staff who are suitably qualified & accredited for this purpose, OR, through an independent certification agency that possesses requisite qualifications (e.g. STQC). Such an independent agency, if any, should be chosen by the CONSULTANT in consultation with the Department. Consultant should define the scope and approach for both stages of this certification, ensure its compliance and also meet with all costs and commercial requirements (whether it done with internal resources or with the help of a qualified external agency & the costs of the same made part of the Financial Proposal).

7. Rollout Plan: Review the rollout plan including launching of Pilots as may be deemed appropriate.

**Deliverables:**

- a) Various facilitation tasks as described for this phase.

**Exit Criteria:**

- a) Test results documented and zero show stopper or serious errors in software as per test plan scenarios
- b) Certified Solution (production ready state for operation of the Pilot and/or initial site(s)) demonstrated through a Certificate from the selected certification agency.

**Suggested Timeframe:**

This will depend upon the timelines proposed by the Consultant and the Project Implementation partner. Expectation by the Department is that outcomes should be visible in a 9 to 12 month period. Testing and certification timelines to be planned and included with reasonable number of iterations (with a minimum of two rounds) as may be considered necessary for such systems.

3.3.4 Phase 4: Solution implementation, Stabilization & Steady State Operations

**Phase Objective(s):**

This phase would focus on the rollout of the certified solution and establishment of a framework for reliable and accurate monitoring for adherence to performance and other agreed project delivery guidelines. This shall be on a steady state basis for the entire duration of project operations. The PeMT is expected to become productive by this time. While Consultant is expected to continue association on a steady state basis it would be with a much reduced team size.

**Key Tasks:**

1. Implementation and Rollout: Facilitate the implementation and rollout activities as per the plan including the data migration task. The second stage of the certification should be

carried out with the independent agency (as mentioned earlier) to verify conformance of the solution to requirements and also successful completion of rollout at all sites All aspects of the solution to be included in the second and final stage of certification

2. Steady State Operations: It is essential to achieve steady state operation within an optimal timeframe and also facilitate the establishment of Help Desk that would be needed to address various technical problems encountered by the Departmental users as well as external stakeholders.
3. Establish Measurement Framework: Consultant shall arrive at a complete understanding with the Implementation Partner on the interpretation and approach to the measurement of the SLA at the initial stage itself. Changes or adjustments to the SLAs, threshold levels or measurement thereof, shall be avoided as far as possible. However, should such a situation be necessitated, the same shall be determined with due justification and prior concurrence from the Department.
4. Monitor Performance: Consultant shall ensure measurement of the SLAs as per the agreed model and shall, at all times, ensure the reliability and accuracy of such measurements. Consultant shall ensure that the measurements are formally recorded in support of the award of incentives and/ or penalties to the Implementation Partner.
5. Recommend Payments: Based on these measurements and conclusions drawn thereon, the Consultant shall recommend to the Department the payments to be made to the Implementation Partner.
6. Corrective Measures: In case the performance parameters are not found to be conforming to the required levels, the Consultant shall proactively inform the Implementation Partner and suggest appropriate corrective measures and ensure that these are implemented.
7. Escalation: Escalate project issues to the Implementation Partner and/or the Department to monitor resolution thereof in a timely manner and conducive manner.
8. Change Management: Facilitate change management processes limited to items covered within the scope of the solution including validation to changes that may be implemented. In addition, oversee the version control of software and its controlled deployment in the production environment.

9. Oversight: Monitor Implementation partner' engagement/ agreement/ contract with other third parties as may be reasonably required to meet with Performance obligations and SLA requirements.
10. Asset Control: Facilitate transfer of IT and software assets to the Department as may be specified in the agreement with the Implementation Partner.
11. Audits, Assessments and Surveys: Assist in annual audits and user surveys as may be reasonably aligned with the objectives of the Service Delivery needs of the Department. Also ensure that periodic assessments are done to ensure compliance to standards and guidelines, Security Requirements, Capacity Management and such other planned tasks.
12. Exception Management: Assist the Department to manage exceptional and contingency situations.

**Deliverables:**

Periodic Reports on routine / exceptional matters and Review Meetings.

**Exit Criteria:**

Implementation/Rollout Completion Certificate (for all sites) along with migrated data (if applicable) by the Certification agency.

**Suggested Timeframe:**

Second stage certification could be carried out concurrently with rollout and completed within 6 to 8 weeks of the initial period of system operation.

Support for Project Monitoring of the consultant will commence from the date of final (second stage) certification and will be for a period of three years from this date. Services can be optionally extended thereafter by the Department for a period of two years, on a year to year basis, on the basis of the terms that have been agreed upon.

### 3.3.5 Environmental Factors

#### a) **Goods and Services Tax (GST)**

GST is considered to be the next logical step towards establishing a comprehensive indirect tax reform in the country. The Value Added Tax (VAT) at the Central and the State level has been considered to be an important breakthrough in the sphere of indirect tax reforms in India. Despite this success with VAT, it is still considered to have certain shortcomings in the structure (both at the Central and at the State level). The GST is expected to be a further significant step in this direction to establish a comprehensive tax regime.

GST is a tax on goods and services with comprehensive and continuous chain of set-off benefits from the producer's point and service provider's point up to the retail level. It is essentially a tax only on value addition at each stage, and a supplier at each stage is permitted to set-off, through a tax credit mechanism, the GST paid on the purchase of goods and services as available for set-off on the GST to be paid on the supply of goods and services. The final consumer will thus bear only the GST charged by the last dealer in the supply chain, with set-off benefits at all the previous stages.

Keeping the significance of GST in view, an announcement was made by the Union Finance Minister in the Union Budget, to the effect that GST would be introduced in the near term and that the Empowered Committee of State Finance Ministers would work with the Central Government to prepare a road map for introduction of the GST. This matter is still under finalization and implementation is expected to be announced very soon.

**Requirement:** The transition to GST during the project period seems almost certain, irrespective of the date this would come into effect. A fair amount of clarity is expected to emerge in parallel while the project is in the progress of how GST would be conceptualized and implemented. This would involve a significant change in the scope & approach of the proposed solution that is being planned, since the system needs to be in a state or readiness to handle GST. Hence, GST should be factored into the project approach so as to avoid any infructuous effort and expenditure. This philosophy should be extended to all Acts listed in Section 5.1 that are within the administrative control of the Department.

#### b) **Currently Operational Software**

The following software applications have been implemented in the Department & its field locations:-

**Dealer Master Information System (DMIS):** It captures the basic information about dealers and stores it in the database. The main functionalities of the module include Grant of Registration

Certificate (RC), allotment of unique 11 digit TIN No., Amendment of RC, Cancellation of RC, Transfer in & out of Districts and standardization.

**Daily Collection Register Monitoring System (DCRMS):** This module stores details of revenue collected daily from dealers in treasury for various payment types of tax like Voluntary Tax, Recovery Demand, Fees, Duty, Security etc., The main Functionalities of the Module include Add/Modify/View of Challans, Import Challans from Treasury, Cross Verify Challans with Treasury, reporting Collection Of Revenue Under Various Heads, reconciliation of DCR with Treasury.

**VAT – Returns Processing System (VAT-RPS):** Returns received from dealers are entered into this module. This module accepts inputs as per the forms prescribed by the government and it can give the output of Tax Defaulters, Return Defaulters after submission of returns. It also identifies any discrepancies in the data submitted by performing basic mathematical and logical checks. However there has been minimal Data feeding in this module.

**Form Inventory Monitoring System (FIMS):** This module keeps track of various forms issuance from Head Office to District Office, District Office to Agents/Dealers. The main Functionalities of the module includes Acceptance of Issuance of forms from Press to Head Office, Acceptance of Issuance of forms from Head Office to District, Issuance of forms to Dealers in the district, Issuance of forms to Agents, Used/Unused Forms returned by Agents/Dealers.

**Requirement:** Consultant should objectively assess the functionality and extent of usage of each of the application software described above and consider its merit in the migration process.

### **c) TINXSYS**

Tax Information Exchange System (TINXSYS) is a centralized exchange of all interstate dealers spread across the various States and Union territories of India. TINXSYS is an exchange authored by the Empowered Committee of State Finance Ministers (EC) as a repository of interstate transactions taking place among various States and Union Territories. TINXSYS will help the Commercial Tax Departments of various States and Union Territories to effectively monitor interstate trade. Haryana is one of the seven states joining the Pilot Project for Tax Information & Exchange System (TINXSYS). The Empowered Committee has assigned the task of development and installation of TINXSYS application to M/s 3i Infotech.

TINXSYS can be used by any dealer to verify the counter party interstate dealer in any other State. Apart from dealer verification Commercial Tax Department officials will use TINXSYS for verification of central Statutory Forms issued by other State Commercial Tax Departments and submitted to them by the dealers in support of claim for concessions. TINXSYS will also provide MIS and Business

Intelligence Reports to the Commercial Tax Departments to monitor interstate trade movements and will enable EC to monitor the trends in interstate trade. TINXSYS will be used as an effective centralized tool for verification and monitoring of interstate trade in post VAT scenario.

**Requirement:** Interface of the proposed solution to TINXSYS should be specified by the consultant and its implementation monitored.

**d) eBiz**

The core theme of eBiz lies in radical shift by Government in its service approach to the business community, from being department-centric to customer-centric through the introduction of the eBiz Portal. This portal will serve as a single electronic window to interact with a multitude of Government Departments. Besides facility for submission of various forms related to registration/incorporation, approvals and compliance, a host of associated useful facilities including electronic payments that are expected to be provided through a shared services infrastructure consisting several enabling technical functionalities for G2B services. This includes for e.g. Security, Authentication and Authorization, Web Content Management etc.

As part of its approach, E-Biz envisages different levels of integration for any existing software. The final objective is to progressively evolve the interfaces to an extent that there could be a completely automated way of interaction between eBiz and the departmental service delivery software applications, so much so that 'joined up' services can be provided to the businesses with maturity.

**Requirement:** Department has already been working with enabling some of its services through E-Biz. The coexistence of eBiz with the software applications of the Department should be optimally structured and their implementation monitored. This should be clearly reflected in the project approach.

**e) State NIC and HARTRON**

The State NIC Wing and HARTRON (the State owned agency) have been associated in the past to facilitate the IT initiatives of the Department.

**Requirement:** The support from these agencies in the future should be structured in consultation with the Department.

**f) State IT Infrastructure Facilities**

NEGP IT infrastructure backbone rests on four main components of State Data Center (SDC), State Wide Area Network (SWAN), Common Service Centre (CSC) and State Service Delivery Gateway (SSDG) so as to improve its efficiency and effectiveness for e-Governance Programs. All these programs have been initiated and are in various states of progress and/or operation.

**Requirement:** Examine the progress of these initiatives and structure the proposed solution to leverage the investments that have been made in the core IT infrastructure.

## 3.4 KEY COMPETENCIES

### **Expertise Requirements:**

The evaluation of the key positions will be based on the qualifications and experience of the positions listed below (indicative, but not comprehensive list of responsibilities for each, is shown in brackets):

1. Program/Project Management Expert (planning, coordination of project tasks, liaison with client and other agencies, project strategy, team management, risk management, etc.)
2. Subject Matter Expert (to ensure that Taxation Expertise is available to the project for the vital tasks of requirements gathering and process re-engineering besides facilitation of other domain intensive tasks that may come up throughout the project duration)
3. Process Expert (to identify opportunities of improvement in processes, gap analysis, reengineer them and design streamlined processes, eforms, workflows, metrics, data migration, etc.)
4. Requirements Expert (to ensure that the complete and comprehensive requirements are collected and follow-through their implementation in the target solution)
5. Architecture/Design/Technology Expert(s) (to ensure successful implementation of technology best practices, Assessment of current applications and platforms, assess reuse of other similar systems and their strategies, Architecture & Design related tasks, Security, Integration, FPA Analysis, Software Life Cycle assessments, technical audits and certification, project costing, etc.)
6. Organization Development Specialist/Change Management /IT Training expert (for Organizational Design, Change Management Interventions, Capacity Building, Human Resources Policies and Training)
7. Project Appraisal/Finance/Legal Expert (for selection of an Implementation Partner and development of financial models to ensuring project sustainability, structuring commercial and legal matters related to selection of bidder, bid process management, facilitating the enabling legal changes that may be required in the various Acts related to project implementation, etc.)

8. IT Operations and Performance (to plan and assess IT Infrastructure and facilities requirements, help desk & problem resolution, define performance management structure and monitoring mechanism so as to enable compliance to desired level of delivery standards)

**Qualification and Experience of Staff proposed for the engagement:**

The Consultant shall provide a team of competent resources for this assignment. Such individuals should possess suitable educational qualifications, length of industry experience and a demonstrable track record in their area of specialization.

These resources should be categorized at the level of Principal Consultant, Senior Consultant and Consultant based on their background. These levels should be comparable to generally accepted norms in the industry, where relevant experience for Principal consultants is above 15 years, for senior consultants about 10 to 12 years and for Consultants is above 5 years.

The team composition proposed by the Consultant should have a balanced mix of Principal Consultants, Senior Consultants and Consultants. The skill-mix of the team must be in tune with the requirements of the project.

The resource assignments to the tasks of the engagement should be done on the basis of their experience level and area of specialization. Selection of the team should be consistent with section 3.4 with regard to the key competencies and with regard to the scope of work described in section 3.3.

Allocation of the resources should be made on a named basis and should not conflict with any other concurrent task assignments either within the project or in any other engagement with another third party. Finalization of the key team members will be reviewed prior to finalization of the contract.

The above resources shall need to be planned phase-wise and continuity would be needed until the State wide roll out of the Project has been completed and project is stabilized.

Apart from the key positions above, the bidders would be required to engage a variety of other support personnel, as they may deem appropriate, to assist in other tasks for the successful completion of their obligations as part of this initiative. Such resources do not need to be listed in the bid response.

### 3.5 CONSULTANT MONITORING ARRANGEMENTS

1. **Professionalism**: Consultant shall deliver the Services in (a) a professional manner commensurate with accepted industry practices and technical standards which are generally in effect for engagements and (b) in a manner that is consistent and aligned with the objectives of the proposed project.
2. **Team Organization**: Consultant shall establish a formal team structure and staff with competent resources to provide effective service delivery. The organization structure will need to be tuned to meet the Phase specific objectives. The staffing levels of Consultant shall be dependent upon actual work requirements and the same shall be periodically reviewed and decided based on the requirements of the project, in consultation with the Department.
3. **Location**: The team so established will be based at Panchkula area (including Chandigarh) and should be capable of supporting State wide needs, as may be necessary from time to time (either with regional representatives and/or travel of team members from Panchkula). Consultant should meet all travel, stay and related costs arising out of this requirement.
4. **Team Lead**: Consultant will appoint a senior person who will serve as the **Team Lead** of the consulting team and be the single point of contact to a **Project Coordinator** appointed by the Excise and Taxation Department (i.e. Client). These two will interface on all routine project and service delivery matters. All personnel from the Consultant shall report to the Team Lead in matters concerning this engagement.
5. **Work Planning**: Consultant shall plan the work with clear resource allocation. Formal plans would need to be submitted to the Client Coordinator every fortnight and they should contain detailed task level items at least for a four to six week period. Dependencies on the Department and other third parties would need to be clearly highlighted in the Plan and brought to the notice of the Client Coordinator.
6. **Deliverables**: Consultant will provide all agreed deliverables to the Client in a timely manner and in accordance with generally accepted quality levels for such deliverables. The work done and the deliverables of the Consultant will be monitored by a Review Committee, under the Chairmanship of the Excise and Taxation Commissioner, Government of Haryana.
7. **Acceptance of Deliverables**: Feedback on deliverables submitted will be provided usually within four (4) weeks of submission of the deliverable to the Client or a mutually agreed time frame. Any defects and comments on the deliverables should be made good by the

consultant within a reasonable agreed period. The engagement schedule does not permit providing more than one chance to make good such defects and inconsistencies.

8. **Reporting & Reviews**: Consultant should evolve a structure and periodicity for reporting in consultation with the Department. As a minimum fortnightly reports would need to be submitted by the consultant. This will be followed up with face to face reviews to assess consultant's conformance to contractual obligations and the quality of services.
9. **Continuity**: To ensure knowledge continuity, no changes to key personnel of Consultant shall be permitted until such time the concept is frozen and the implementation has been completed. Appointments and changes to key Consultant personnel (based on genuine reasons) shall be done with the prior concurrence of the Department. Further, this requirement would imply and mean that consultant would be obligated to provide the named resources as mentioned in the proposal. However, in case of unreasonable delays beyond the proposal validity period, substitution of a resource with equivalent or better caliber would be considered by the Department.

**IMPORTANT**: For requirements related to continuity of consultant personnel in this engagement, consultant agrees to ensure that at least two or three named key resources (as per the requirements in the resource plan) are dedicated to support this project from the date of commencement of this engagement until such time the solution is stabilized and steady state operation is achieved. This implies that consultant should select such individuals with requisite knowledge and skill who could support the projects during this extended period. Should an alternative team for monitoring be considered necessary during steady state operations described in Phase 4, transition should be meticulously planned in concurrence with the department. Replacements should have commensurate qualifications and experience with the work requirements and an overlap between the outgoing and incoming personnel should be planned for 6 to 8 weeks as part of the transition process.

10. **Support**: Consultant should provide documentation and other service support as may be needed at all times by the Department in line with the spirit of this engagement.
11. **Escalation**: Consultant should establish an escalation mechanism in concurrence with the Department that is harmonized with the project governance structure. The outstanding issues would need to be promptly escalated for prompt resolution.
12. **Project Improvement**: Maintain such project related data that will enable effective monitoring and analysis, including archival of historic data. Recommend improvements to the project and service quality based on analysis of data that has been gathered.

## 3.6 PROJECT TIMELINES

It may be observed that an 'Expected Timeframe' is associated with each of the phases of the eGovernance project evolution. The Department has provided this as an indicative measure based on past experience and firmly believes that this can be achieved. This timeline also includes the time that would be necessary for internal reviews and approvals that are expected to arise as part of the normal course of the consultants work. The Department would strive to meet with the timeline plans so that the blueprint could be drawn up and Implementation Partner selected i.e. Phases 1 and 2, completed in about 6 to 7 months time.

In the same spirit, the schedule for Phase 3 is also indicative and the Department would be guided by the expertise of the Consultant to come up with a milestone plan for downstream tasks through the successful rollout of the certified solution, stabilization and achievement of steady state operations.

Since the Department is keen to assess realistic project timelines and stick to this timeframe, the Department is also open to proposals from bidder that may be submitted as part of the work plan with due rationale/justification for an alternative project schedule.

## **4 GENERAL CONDITIONS OF CONTRACT**

### **4.1 DRAFT CONTRACT**

Draft Contract Document that will be entered with the CONSULTANT is provided along with the RFP as a separate document.

## 5 APPENDICES

### 5.1 ADDITIONAL INFORMATION RELATED TO THE PROJECT

#### 5.1.1 DEPARTMENT OVERVIEW

The Excise & Taxation Department is one of the major revenue collecting agencies in the State. The revenue is collected in the shape of various levies such as Taxes, Excise duties and fees etc., under the various Taxation and Excise Acts enforced by the department.

The Department has administrative control of the following Acts:

1. The Haryana Value Added Tax Act, 2003
2. The Central Sales Tax Act, 1956
3. The Haryana Local Area Development Tax Act, 2000
4. Haryana Tax on Entry of goods into Local areas Act 2008
5. The Punjab Excise Act, 1914
6. The East Punjab Molasses Control Act, 1932
7. The Punjab Entertainment Duty Act, 1955
8. The Punjab Passenger & Goods Taxation Act, 1952
9. The Narcotic Drugs & Psychotropic Substances Act, 1985
- 9-10. Haryana Tax on luxuries Act, 2007

The department also collects Road Tax from Commercial Vehicles at Tax Collection Points.

Besides Gol has announced introduction of Good and Services Tax w.e.f. April 2011. Haryana govt may also consider bringing any new legislation for resource mobilization.

#### 5.1.2 FUNCTIONS CARRIED OUT BY THE DEPARTMENT

Broadly, the department performs the following functions:

1. Registration of business: The department registers dealers and issues registration certificate. It also records amendments in business details of dealers as notified by the latter. The registration certificate is cancelled / suspended due to various reasons.

2. Collection of tax: The department adds to the revenue of the state by collecting tax through Challans or Tax Collection Points.
3. Tax Returns: The department fixes the periodicity of the returns to be filed by the Tax payers. A defaulter list is generated for monitoring the dealers that have not filed returns and reminders are sent to them. It also verifies the input tax rebate being claimed by the dealer by checking the sales and purchase bills.
4. Refund of tax: The cases related to refund are processed for adjustment or payment.
5. Control of forms: The department issues forms to dealers and tracks the same. It also maintains the details of forms returned or lost by the dealers.
6. Accounting of tax: The department maintains proper records of dealers' partner's details and their premises, and their stake in the business. It maintains records of refunds paid or adjusted in the returns filed by the dealers. The details of Tax Arrears are also maintained.
7. Recovery: A demand notice is generated and tax is collected from dealers in the form of arrears. In cases of non-payment of tax by the dealers during the prescribed period the department resorts to coercive methods such as arrest or warrant of attachment and sale of movable property, auction of immovable property of the defaulter etc to recover the due amount.
8. Assessment: The department is responsible for auditing and assessment of its registered dealers. Assessment and audit of dealers is done on the basis of the returns filed and allied material available on the dealer. Thereafter, demand notice is generated and the same is monitored for compliance. Refund orders are generated case to case basis. The payments are adjusted against any other demands or payment of refund after adjustment is made.
9. Appeals: The department also deals with appeals filed by the dealers. After an appeal is received by the appellate authority it is heard and the application is either accepted or rejected or in some cases remanded. The Department is a party in various court cases. There is a Legal cell at the Head Office for dealing with court cases.
10. Business Premises inspection: The department conducts visits to dealer premises, market surveys, inspections of business premises etc for checking any tax evasion.
11. Revisions: Senior Officers of the Department, suo-moto or on reference, examine the orders passed by lower authorities for the purpose of removing any illegalities or improprieties therein.
12. Audit: Accountant General, Haryana regularly carries out the audit of orders passed by various officers of the Department and of various Govt. payments.
13. Enforcement of VAT: Mobile squads of the Department check documents of the goods during their movement for the purpose of enforcing payment of tax on those. Goods above certain value must be accompanied with a challan issued by govt. The Department monitors the use of these challan forms.

14. **Passengers and Goods Tax:** The Department levies and recovers passenger tax from all commercial vehicles carrying passengers on hire and goods tax from all commercial vehicles carrying goods on hire. Passenger tax is recovered either in lump sum or on the basis of actual fare. Private stage carriage buses pay tax by way of pasting adhesive stamps on tickets. Goods tax is recovered in lump sum. The Department has put up Tax Collection Points at the important entry points on the Inter State Roads, which serve as payment counters for payment of voluntary tax. Staff posted at Tax Collection Points, officers deputed in mobile squads collect tax and penalty against official receipts whose issue and use is controlled and maintained by the department. Vehicles entering the State of Haryana can tender payment of taxes at these points. Payment of tax is enforced by mobile squads of the Department. The Department plans to make use of modern technology like CCTV cameras etc. for better enforcement of recovery of taxes.
15. **Excise Duty and Allied Acts:** The Department collects Excise Duty on country liquor and Indian Made Foreign Liquor (IMFL). It controls the distribution and sale of liquor. Vends are allotted through draw of lots by inviting tenders every year. Allottees of rural vends can apply for sub vends for retail sale in adjoining areas. They can also apply for *permit kaksh* for serving liquor on the premises. The Department also issues bar licenses for serving liquor on premises in clubs and quality hotels. Revenue is collected by way of license fee, permit fee, still head duty, excise duty, export/import fee etc. Under the East Punjab Molasses Control Act the Department issues permission for export of molasses from various sugar mills on payment of nominal administration charges. Under the Medicinal and Toilet Preparation Act, 1955 the Department issues permits for use of spirit, opium etc. on the recommendations of Director Health Services for manufacture of medicines. Under the Narcotic Drugs and Psychotropic substances Act, 1983 the Department controls the movement of Narcotic Drugs and Psychotropic Substances.
16. **Punjab Entertainment Duty Act, 1955:** the Department levies and recovers Entertainment Duty on payments made for admission to Public Cinematograph Exhibitions and all other entertainments, including, clubs, fun parks, resorts etc. In the case of cinematograph the Entertainment Duty is recovered by way of adhesive duty stamps which are to be pasted on admission tickets. However, the multiplexes are using computerized tickets and seek exemption from using the adhesive stamps undertaking to provide access to their booking record through modem installed in the Department, which needs to up grade its technology for the same.

## 5.2 FORMATS FOR SUBMISSION OF PROPOSAL

[Location, Date]

To

Excise and Taxation Commissioner

Haryana.

Phone: +91 172 2590990, +91 172 2590931

Fax: +91 172 2590935, 2590932

e-mail: **mail@haryanatax.com**

[aetc\\_pgt@rediffmai.com](mailto:aetc_pgt@rediffmai.com)

**Sir,**

Sub: Engagement of Consultant for technical assistance in the implementation of Commercial Taxes eGovernance MMP in Haryana

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated \_\_\_\_\_, and our proposal. We are hereby submitting our proposal, which includes this Technical proposal, and a Financial Proposal sealed under a separate envelope. Our proposal is binding upon us. We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorised Signatory,

Name and Title of Signatory,

Name of the Firm:

Address:

Telephone No:

Fax No:

E-mail:

### 5.3 CHECKLIST FOR PREQUALIFICATION CRITERIA

**IMPORTANT INSTRUCTION:** Bidder is requested to conform to respective sections of the RFP Document when responding to this section:

S.No	Criteria	Whether Met	Reference Details
1.	The bidder should be an organization registered in India, registered with the Service Tax Authorities and operating for the <b>last five years</b> .	Yes/No	Certificates of incorporation / registration as may be applicable
2.	The bidder should satisfy following financial criteria:- a) annual turnover of <b>Rs 25 Crores</b> over each of the last three financial years (FY 2006-07, 2007-08 and 2008-09) arising out of IT Consulting and Program/project management b) Net Cash Accruals (Profit after Tax + Depreciation – Dividends) of a minimum of Rs. Five (5) Cr. for each of the past last three financial years, c) Net Worth (Paid-up Share Capital + Free Reserves) of a minimum of Rs. Ten (10) Cr. in each of the last three financial years	Yes/No  Yes/No  Yes/No	Extracts from the audited Profit & Loss and Balance Sheet; Latest Annual Report;  Certificate from the statutory auditor
3.	The company should have at least <b>50 technical staff</b> during each of the past three years with educational qualifications and experience as per industry accepted levels	Yes/No	Self Certification by the authorized signatory with clear declaration of staff year wise, level wise
4.	The Bidder should have completed at least <b>one</b> independent consulting engagement (i.e. not as part of a consortium) involving High Level IT Consulting AND Project Management for a Government Department/Agency of value <b>Rs.1 (one) Crore during the</b>	Yes/No	Completion Certificate

	<b>preceding three year period</b>		
5.	The bidder should be able to demonstrate experience in all phase-specific requirements similar to that of the proposed engagement in a maximum of <b>three</b> separate customer engagements (ongoing or completed during the preceding three years) of value Rs. 1 (one) Crore each either for Govt. or geographically distributed enterprise of comparable or larger size that Commercial Taxes Department.	Yes/No	Description of project and
6.	Not have been charged of involvement in any malpractice, fraud, scandal or any criminal case or have been blacklisted by any Central or State Government Department or Agency.	Yes/No	Declaration letter by an Authorized Signatory

## 5.4 CHECKLIST FOR TECHNICAL EVALUATION

**IMPORTANT INSTRUCTION:** Bidder is requested to conform to respective sections of the RFP Document when responding to this section:

S.No	Projects	Citation / CV Reference
<b>FOCUS ON GOVERNMENT SECTOR (15 marks)</b>		
V1	<p><b>One</b> consulting engagement of value no less than Rs. One (1) Cr., involving High Level IT Consulting AND Project Management, during the preceding three-year period in the Government sector involving multiple services to various stakeholders, multi-location, large data volumes and scalability of solution</p>	<Citations and Work Order to be attached>
<b>EXPERIENCE RELATED TO THIS ENGAGEMENT (30 marks) *</b>		
P1	<p>Experience relevant to this engagement as listed below to be demonstrated in a maximum of <b>three engagements</b> that have either been completed or an ongoing project where deliverable or milestone has been successfully met relevant to the experience</p> <ol style="list-style-type: none"> <li>a. Conceptualization of holistic, end-to-end service oriented solutions</li> <li>b. Business Process Re-engineering, including domain specific best practices</li> <li>c. Program/Project Monitoring/Management</li> <li>d. Requirements management</li> <li>e. Development of Solution Architectures</li> <li>f. Project costing, financial and legal structuring</li> <li>g. Review and monitoring Software engineering /solution development</li> <li>h. IT Infrastructure evaluation, system, network and security management</li> <li>i. Change Management, including training</li> <li>j. Managing data migrations and digitization</li> </ol>	<p>&lt;Citations for each project along with work order to be attached&gt;</p> <p>NOTE: The Government Project referred in V1 may also be used as one of the three reference projects for demonstration of relevant experience.</p>

	<ul style="list-style-type: none"> <li>k. Bid process management</li> <li>l. SLA structuring and monitoring</li> <li>m. Implementation of Helpdesk, issue/problem resolution mechanisms &amp; change management</li> <li>n. Experience in evaluation of managed services and structuring the same</li> <li>o. Business continuity planning</li> <li>p. Bid Process Management</li> </ul>	
<b>APPROACH AND METHODOLOGY (15 marks)</b>		
OC1	<ul style="list-style-type: none"> <li>a) Approach and Methodology to perform the work in this assignment</li> <li>b) Demonstration of understanding of the Department's requirements with a clear project work break down structure along with timelines, resource assignment, dependencies and milestones</li> </ul>	<p>&lt;Relevant documentation to be attached&gt;</p> <p>&lt;Detailed Work Plan &amp; Timeline with all key tasks and dependencies; in addition a consolidated staffing Plan in the format described in this section would be needed&gt;</p>
<b>RESOURCE PROFILE (40 marks)</b>		
R1	Resource Pool of ALL KEY consulting resources to be deployed for this project. The team should contain named resources of consultant who would be key contributors in all areas listed in Section 2.5.3 item no. 2	<One summary sheet that contains name of resource, age, consultant level, educational background, years of experience + relevant experience, area of specialization and current project involvement and the duration of involvement should be submitted>
R2	Resume of all key consultants specified in R1	<CV not exceeding two pages per person to be attached as per format suggested in this section>

\* assignments ongoing or completed

Note 1: Same Citation, if relevant, may be used as proof of experience for more than one project above.

Note 2: In case of consortium involvement, should clearly prove with documentary evidence on past experience.

## 5.5 FORMAT FOR CITATIONS

Using the format below, provide information on each reference assignment for which your organization, either individually or as a within an association (or consortium), was legally contracted. A client certificate should support each reference assignment.

Assignment Name	
Name of the Client along with name and designation of Project Coordinator from the Client Organization : (May be used for referencing)	
Address, phone and email ID:	
Type of customer & industry: (such as Government, Private, etc. along with type of industry focus, if applicable)	
Start Date & Duration of Engagement  Current Status	
Approx. Value of engagement / services	
Whether involved independently or as a consortium (with details of prime or sub-contracting relationship, partner names, etc. along with the specific positioning of your organization in the consortium)	
Narrative Description of Project and objectives of the project/engagement.	
Nature of Services Provided (by your organization)	
Name of the Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed.	
Professional Staff: Team Size and approximate effort provided by your organization	
Description of Actual Services Provided by Your Staff:	

## 5.6 SUGGESTED FORMAT OF CURRICULUM VITAE (CV) FOR KEY STAFF

IMPORTANT NOTE: Please limit each CV to two pages

**Proposed position:** (Principal Consultant / Sr. Consultant / Consultant); Area of work:

**Name of the Firm**

**Name of the Staff**

**Designation in the Firm/Entity:**

**Date of Birth and Nationality:**

**No. of years with Firm/Entity** \_\_\_\_\_

**Total Experience** \_\_\_\_\_

**Relevant Year of Experience** \_\_\_\_\_

**Membership in Professional Societies:** \_\_\_\_\_

**Proficiency in English Language:** \_\_\_\_\_

**Educational Background:**

*[College/university and other specialized/management/professional education with institution/university names, year of completion and name of degree/diploma obtained]*

**Employment Record:**

*[Starting with present job, list in reverse chronological order employment data, listing positions held, dates, name of employer, job title and locations of work. Provide very briefly the types of activities performed during the most recent ten year period]*

**Competencies, Achievements and Relevant Experience**

*[Give a description of staff member's in-depth and successful experience in maximum five assignments most pertinent to tasks on this assignment. Details required are as under:*

*Name and Objective of Assignment, Role on the assignment, Year and Duration of assignment, Location, Name of Client and a description of the key activities performed by the staff member and staff member's contribution to the project.]*

**Briefly List Publications, Awards, etc.**

## 5.7 CONSOLIDATED DEADLINES & RESOURCE DEPLOYMENT PLAN

<b>S.No</b>	<b>Milestone</b>	<b>Proposed Elapsed Time (in weeks from start date 'T')</b>	<b>Level of Expertise &amp; Specialization proposed to be deployed</b>	<b>Estimated effort for each expert in Person-Weeks</b>
1.	Phase 1: Successful completion of Exit Criteria			
2.	Phase 2: Successful completion of Exit Criteria i.e. Implementation Partner in place			
3.	Establishment of PeMT and initial orientation			
4.	Completion of solution development and Certification of Solution			
5.	Implementation at first location or Pilot Site (as may be applicable) of base functionality			
6.	State wide Roll-out Complete of base functionality			
7.	State wide rollout of full functionality completed along with certification and data migration			

8.	Streamlining and stabilization of project (completion certification + specifics of monitoring methodology/mechanism documented and agreed with Implementation Partner)			
9.	Routine Project Monitoring for three years. <i>(As part of the plan, the PeMT would need to be empowered by the consultant and there will be a progressive reduction of Consultant's own staff)</i>			

### 5.8 FINANCIAL PROPOSAL SUBMISSION FORM

*(Location, Date)*

FROM: (Name of the Firm)	To: (Name and address of the Client)

**Sir,**

Subject : Hiring of Consultants' Services for eGovernance in Department of Excise and Taxation,  
Government of Haryana, Financial Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated *[Date]*, and our proposal (technical and Financial Proposals).

Our attached financial proposal as is 'Part A' that contains the consolidated Project Cost *[Amount in words and figures]*. This amount is inclusive of all project related expenses and taxes (computed as per the current rate) payable under the local laws. We understand that this amount is subject to deduction of tax at source as provided under applicable law. Any variation in taxes rates during the contract tenure will be to the client's account supported by relevant documentation.

'Part B' provides person month rates for various levels of personnel that may be applied to any additional work and/or scope changes, if any, arising during the project duration.

'Part C' provides additional information and notes that are relevant to the Financial Proposal. (STRIKE OUT IF NOT APPLICABLE)

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e. *[Date]*

We solemnly affirm that we will strictly adhere to the laws against fraud, corruption and unethical practices, including but not limited to "Prevention of Corruption Act, 1988", during the bidding process and execution of the contract, in case we are awarded the work.

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

We remain,

Yours sincerely,

Authorized Signatory

Name and Title of Signatory,

Name of the Firm

Address.

**Part A: Project Cost**

<b>Project Phases</b>	<b>Phase 1</b>	<b>Phase 2</b>	<b>Phase 3</b>	<b>Phase 4*</b>
Project Value (A)				
Other Project Expenses, itemized list (B)				
Taxes, itemized list (C)				
Total: (A) + (B) + (C)				

**Total Project Value (D) = INR \_\_\_\_\_**

\* Project Management for a period of **three years** from the date

A similar cost structure to be proposed separately for the FOURTH and FIFTH years of operations as part of Phase 4 (this should be separate for each year).

(B) Should include all travel, travel related costs and other out of pocket expenses including the cost of certifications that are required; no extra claims above what has been mentioned in this section will be allowed during the engagement

**NOTE:** Financial Assessment shall be done on the basis of the Total Project Value 'D' for the first three years.

**Part B: Monthly Rates for compensation of Additional Effort**

<b>Level</b>	<b>Relevant years of experience</b>	<b>Monthly Rate (incl. expenses)</b>	<b>Taxes</b>	<b>Gross Monthly Rate</b>
<b>Principal Consultant</b>				
<b>Senior Consultant</b>				
<b>Consultant</b>				
<b>Others (specify)</b>				

## 5.9 FORM OF BANK GUARANTEE FOR ADVANCE PAYMENTS

(Reference Clause 4.3.3 of Contract)

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

Ref: \_\_\_\_\_

Bank Guarantee: \_\_\_\_\_

Date : \_\_\_\_\_

To

Excise and Taxation Commissioner,

Government of Haryana

Panchkula

Dear Sir,

WHEREAS

M/s. (name of Bidder/Tenderer), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Operator), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated ..... (herein after, referred to as "Contract") with you (Excise and Member Commissioner, Govt. of Haryana) for Project **'eGovernance in Department of Excise and Taxation, Govt. of Haryana;** in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder/Tenderer) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount ----- (5% of contract value) for a period of 16 months from the date of signing of the contract and an amount of ----- (2% of contract value) for a period starting from 17<sup>th</sup> month to 60<sup>th</sup> month from date of signing of contract, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the value of Bank Guarantee for that time (5% of contract value for a period of 16 months from the date of signing of the contract and 2% of contract value for a period starting from 17<sup>th</sup> month to 60<sup>th</sup> month from date of signing of contract) without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till the completion of the Project from the date of signing of the contract. (plus SIX months) or 'Transfer' + 6 months i.e. (date), subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until the completion of the project period (plus SIX months) or 'Transfer' + 6 months as per said Contract.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights:

- (i) Requiring to pursue legal remedies against Authorised Representative, Department of Excise and Taxation, Government of Haryana; and
- (ii) For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 5% of contract value for a period of 16 months from the date of signing of the contract and 2% of contract value for a period starting from 17<sup>th</sup> month to 60<sup>th</sup> month from date of signing of contract, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee; This

Performance Bank Guarantee shall be valid only up to the completion of the Project (plus SIX months) or 'Transfer' + 6 months; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before .... (Date i.e. completion of the project period plus SIX months or 'Transfer' + 6 months for the proposed services to Authorised Representative, Department of Excise and Taxation, Government of Haryana).

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated ..... this ..... day ..... year

Yours faithfully,

For and on behalf of the ..... Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.