GOVERNMENT OF TAMIL NADU

Tamil Nadu e-Governance Agency (TNeGA)

Request for Proposal for Selection of Online Self Assessment and Skill Assessment & Career Guidance Suggestion Partner (SASACGP) for Commissionerate of Employment & Training to Improve the Employability of the Youth in Tamil Nadu

Technical Bid Document

Tender Ref No: TNeGA/OT/EMPTRN/2018-19

Tamil Nadu e-Governance Agency
807, P.T.Lee.Chengalvarayan Naicker Maligai, Anna Salai, Chennai - 600 002.
Tel No: +91-44-28521112 Email: mngr1tnega@tn.gov.in
Website: www.tnega.tn.gov.in

Important Notice

This Tender (RFP) process is governed by The Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules 2000 as amended from time to time.

In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules 2000, the Act and Rules shall prevail.

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List of Acronyms

AMC	Annual Maintenance Contract
CST	Central Sales Tax
DSC	Digital Signature Certificate
DeGS	District e-Governance Society
CET	Commissionerate of Employment & Training
EMD	Earnest Money Deposit
OEM	Original Equipment Manufacturer
FOR	Free On Road / Rail
BCP	Business Continuity Planning
HRMS	Human Resources Management System
SRS	Software Requirements Specification
IPR	Intellectual Property Rights
ISO	International Organisation for Standardisation
LD	Liquidated Damage
LoA	Letter of Acceptance
MIS	Management Information System
NABL	National Accreditation Board for Testing and Calibration Laboratories
PC-OEM	Personal Computer – Original Equipment Manufacturer
RFP	Request for Proposal
ROHS	Restriction Of Use of Hazardous Substances
SD	Security Deposit
SNR	Site Not Ready
SPOC	Single Point of Contact
ST	Service Tax
SLA	Service Level Agreement
CMMi	Capability Maturity Model integration
ADC	Additional Development Charge
UAT	User Acceptance Test
TNSDC	Tamil Nadu Skill Development Corporation

Signature of the Bidder with Seal

Letter of Undertaking

To

Chief Executive Officer,
Tamil Nadu e-Governance Agency (TNeGA),
807, P.T.Lee.Chengalvarayan Naicker Malagai,
Anna Salai, Chennai - 600 002.

Sir,

Sub: Undertaking for participating in **Selection of Online Self Assessment and Skill Assessment & Career Guidance Suggestion Partner (SASACGP) for Commissionerate of Employment & Training to Improve the Employability of the Youth in Tamil Nadu** - Reg.

Ref: Tender Ref. **TNeGA/OT/EMPTRN/2018-19**

I/We do hereby tender for the **Selection of Online Self Assessment and Skill Assessment & Career Guidance Suggestion Partner (SASACGP) for Commissionerate of Employment & Training to Improve the Employability of the Youth in Tamil Nadu** in accordance with the Terms and Conditions of this RFP.

 I/We have examined the details of the tender and have carefully noted the conditions of contract and the specification with all the stipulations of which I/We agree to comply. I/We hereby undertake to complete the assigned tasks as **Online Self Assessment and Skill Assessment & Career Guidance Suggestion Partner (SASACGP) `for Commissionerate of Employment & Training to Improve the Employability of the Youth in Tamil Nadu** at the places mentioned in the specification of all the articles within as per RFP & tender schedule from the date of communication of acceptance of my/our tender.

I/We further agree that the acceptance of this tender shall result in a valid and concluded contract binding on me/us the terms whereof shall be taken to be those mentioned in the form of agreement here to annexed notwithstanding the non-execution of the said agreement.

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I/We hereby declare that I/We agree to do the various acts, deeds and things referred to herein including the condition relating to non-withdrawal of this tender above set out in consideration of the TNeGA and considering this my/our tender.

I/We   --   hereby confirm that our Company was not blacklisted by any State Government/ Central Government/ Public Sector Undertakings during the last three years. We also hereby confirm that our EMD/SD was not forfeited by any State Government / Central Government / Public Sector Undertakings during the last three years due to our non-performance, non-compliance with the tender conditions etc.

I/We   --   hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

I/We _____ certify that we are liable and responsible for any disputes arising out of Intellectual Property Rights.

In case of violation of any of the conditions above, I/We ……………….. understand that I/We are liable to be blacklisted by TNeGA/Government of Tamil Nadu for a period of three years.

Note:
1) Declaration in the company's letter head should be submitted as per format given above

2) If the bidding firm has been blacklisted by any State Government/ Central Government/ Public Sector Undertakings earlier, then the details should be provided.

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1.   Introduction

Tamil Nadu e-Governance Agency

Tamil Nadu e-Governance Agency was formed under the Information Technology Department, Government of Tamil Nadu to function as an intrinsic arm of the Government with a mandate to drive e-Governance in the State. This agency has been registered under the Tamil Nadu Societies Act. The Policy is to achieve the vision of integrated service delivery to the Citizen at the nearest location at an affordable cost. Tamil Nadu shall harness Information Communication Technology continuously and continually evolve the e-Governance. The services are delivered to the citizens through convenient and easily accessible delivery channels / web enabled media, ensuring efficiency, transparency and reliability at affordable costs and to make all citizens an integral part of the ever growing knowledge society and accomplish quality living.

Tamil Nadu e-Governance Agency (TNeGA), as a State Nodal Agency has been formed to support and drive all e-Governance initiatives of the Government of Tamil Nadu. TNeGA is implementing various e-governance projects with the objective of making all Government services, wherever feasible & accessible to the common man in an efficient and transparent manner. Board Members of Tamil Nadu e-Governance Agency consists of the Secretaries of the 11 Mission Mode Departments to guide the TNeGA in its e-Governance activities and deliver the services to citizens. It aims to fulfill the Vision, "Through use of Information Technology in Governance and delivery of services to public at their doorsteps".

Signature of the Bidder with Seal

2. Tender Schedule

1.	Tender inviting Authority, Designation and Address	Chief Executive Officer, Tamil Nadu e-Governance Agency, 807, P.T.Lee.Chengalvarayan Naicker Malagai, Anna Salai, Chennai - 600 002. Tel No: +91-44-28521112
2.	A) Name of the Work	Selection of Online Self Assessment and Skill Assessment & Career Guidance Suggestion Partner (SASACGP) for Commissionerate of Employment & Training to Improve the Employability of the Youth in Tamil Nadu
	B) Tender Ref No.	**TNeGA/OT/EMPTRN/2018-19**
3.	Earnest Money Deposit	Rs.50,000/- (Rupees Fifty Thousand only) should be paid through online mode.
4.	Contract Period	**40 Months(4** Months Development Phase +12 Months Free Warranty period after go live + 2 years O& M after free warranty period)
5.	Tender Document	The Tender document can be downloaded from the URL https://www.tnega.tn.gov.in/ https://tntenders.gov.in http://www.tenders.tn.gov.in/ at FREE OF COST.
6.	Mode of Submission	**e-Submission through** https://tntenders.gov.in Bids cannot be submitted after the due date and time.
7.	Date and Place of Pre-Bid meeting	On **22/01/2019** @ 15.00 hrs at the address mentioned in Column (1) above.

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8.	Due Date and Time for Bid Submission	On **31/01/2019** @ 17.00 hrs
9.	Date, Time and Place of Opening of Technical Bids	On **01/02/2019** @ 11.00 hrs
10.	Date, Time and Place of Opening of Price Bids	Price Bid opening Date & Time will be communicated to Technically qualified bidders ONLY.

Note:

Neither the TNeGA nor their representatives are obligated to inform any bidders who have not qualified in any of the stages of bid process management

3. General Instructions

3.1 General

a) The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Request For Proposal (RFP). Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid.

b) It will be imperative for each Bidder(s) to familiarize itself/ themselves with the prevailing legal situations for the execution of contract. TNeGA shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.

c) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by TNeGA. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.

d) The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.

e) It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.

f) The Bidder shall make all arrangements as part of the contract to Develop Software Applications of Government Departments and Applications to the beneficiaries at various locations at their own cost and transport.

g) The Bidder should be fully and completely responsible to TNeGA and State Government for all the deliveries and deliverables.

h) The Bidder shall submit the scanned copy bid document(in .pdf) and corrigendum (if any) as an acceptance of the bid.

i) Consortium is allowed in this bidding process. Bidder(s) are allowed to form consortium and submit their bids.

3.2 Clarifications in the RFP

a. A prospective Bidder requiring any clarification in the RFP may notified by E-mail to tenders.tnega@gmail.com & tenders.tnega@tn.gov.in or through online mode in https://tntenders.gov.in (Clarification Forum).

b. The responses to the clarifications will be notified in the websites by means of Corrigendum to the Tender Document.

3.3 Amendments to the Tender

a. A Pre-bid meeting will be held for addressing the clarifications on the date and time mentioned in the Tender Data Sheet or any other date to be decided by TNeGA. The Bidders are requested to participate in the Pre-bid meeting and get the clarifications.

b. Before closing of the Tender, clarifications and amendments if any will be notified in the websites mentioned in the Tender

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Schedule. The Bidders shall periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. TNeGA will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.

c. No clarifications would be offered by **within 48 hours** prior to the due date and time for submitting the Tender.

d. Before the closing of the Tender, TNeGA may amend the Tender document as per requirements or wherever feels that such amendments are absolutely necessary.

e. Amendments also may be given in response to the queries by the prospective Bidder(s). Such amendments will be notified in the websites mentioned in the tender schedule.

f. TNeGA at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.

g. TNeGA is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidder failure to update the Bid documents on changes announced through the website.

3.4 Language of the Bid

The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English duly notarized, in which case, for all purposes of the bid, the translation shall govern. Bids received without such translation copy are liable to be rejected.

3.5 Bid Currency

Price should be quoted in Indian Rupees (INR) only and Payment shall be

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made in Indian Rupees only.

3.6 Contacting Tender Inviting Authority

a) Bidders shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the Bidder

b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from Bidders relating to the tenders submitted by them during the evaluation of tenders.

3.7 Force Majeure

Neither the Purchaser / nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

a) Natural phenomena including but not limited to earthquakes, floods and epidemics.

b) Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.

c) Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

3.8 Arbitration

In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the CEO, Tamil Nadu e-Governance Agency (TNeGA) under the

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"Arbitration and Conciliation Act 1996". The arbitration shall be held in Chennai, Tamil Nadu, India and the language shall be English only. Subject to the above, the Courts at Chennai alone only shall have jurisdiction in the matter. Arbitration detailed in clause 7.15.

4. Eligibility and Evaluation Criteria

The Bidders should have the following Eligibility for participating in the Tender. The Bidders should enclose documentary evidence for fulfilling the Eligibility in the Technical Bid. **If a Bidder fails to enclose the documentary proof for eligibility, their bid will be summarily rejected**.

4.1 Eligibility Criteria

Clause	Eligibility Conditions	Documentary Proof
4.1.1	The Bidder should be a Company registered in India under the Indian Companies Act 1956 or a Registered Partnership Company / Firm or a Sole Proprietary Firm and existing for the past 3 years as on 31.08.2018	(a). In case the Bidder is a Registered Company in India, they should produce the copy of the Certificate of Incorporation. (b). In case the Bidder is a Registered Partnership Company / Firm, they should produce the copy of Registered Partnership Deed. (c). In case the Bidder is a Sole Proprietary Firm, they should produce the copy of GST Registration Certificate.
4.1.2	The Bidder should have 3 years of experience in Software development Operation and maintenance services for Central/ any State Government/Union Territory departments/PSUs/Private	Copy of Order received from any Organization in India on or before 31.07.2018

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	Organisations as on 31.07.2018	
4.1.3	The Bidder along with the consortium partner should have an average annual turnover of Rs. 40 lakhs (Forty lakhs) in the last 3 Audited Financial years (2017-18, 2016-17 and 2016-15).	Copies of the Audited Balance sheets and Profit and Loss account for the last 3 Audited Financial years or certificate from the Chartered Accountant/ Auditors for 2015-16 & 2016-17. For 2017-18, provisional is accepted.
4.1.4	The Bidder should have successfully executed at least One Online Skill Development and Career Assessment Module anywhere in India as on 31.7.2018.	Relevant copies of Orders obtained and completion/ Satisfactorily Performance certificate/ final payment order for Project obtained from the customer.
4.1.5	The Bidder should have an office in Chennai or in case if the Bidder is not having any office in Chennai, shall give an undertaking to establish an office in Chennai, post award of work till completion of the contract period.	Documentary evidence viz., GST registration/ IT filing/ Phone bills/ Utility bills/ for Chennai office An undertaking by authorized signatory shall be provided.
4.1.6	The bidder should not have filed for bankruptcy during the last three financial years.	Self-declaration attested by the company secretary / authorized signatory.
4.1.7	The Bidder should be ISO 9001 - 2013 or above Certified for adhering to Quality Management processes in providing its Services to clients.	Valid ISO 9001 – 2013 or above Certification as on the bidding date
4.1.8	The bidder should not stand blacklisted by any Central / State Government departments, organization's, agencies or Public Sector Units for unsatisfactory past performance, corrupt, fraudulent or	Undertaking from the company secretary or the Authorized signatory

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	any other unethical business practices as on the last date of bid submission.	
4.1.9	Bidder should have expertise and capability to facilitate Placements anywhere in India as well as Overseas Job Placements for Government (Central/State/UT/ PSUs) and Private Sectors	Relevant copies of documentary evidences for placements from Client (Job Providers)

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The bidders who have submitted required Documents for **4.1 Eligibility Criteria** and meeting above all the **Eligibility Criteria as determined by the Committee consisting of members from TNeGA and Commissionerate of Employment and Training (CET) only will be eligible for 4.2 & 4.3 Evaluation stage** for evaluating their experience in implementing Similar assignments. The Bidder shall submit the Documentary proof for all the items listed in **4.2 & 4.3 Evaluation Criteria.**

4.2 Evaluation Criteria

The Bidders should have the following Project Experience for participating in the tender. The Bidders should enclose documentary evidence for fulfilling the following Evaluation Criteria. The technical committee consisting of members from the TNeGA, Commissionerate of Employment and Training (CET) and Tamil Nadu Skill Development Corporation (TNSDC) will evaluate the bidders those who had qualified in the previous Eligibility criteria. The committee will evaluate the qualified bidders as per the criteria set below:

Clause	Criteria/Sub Criteria	Marking System	Maximum Mark
4.2.1	Organization Process should comply & certified by ISO 9001:2013 or higher	Firm hold valid ISO 9001:2013 or higher certificate as on date of submission of this bid *(Copy of valid certificate)*	**5**
4.2.2	The Bidder should have	If total no. of Projects =2 or more, Marks =20	**20**

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	successfully executed Software development Operation and maintenance services for Central/ any State Government/Union Territory departments/PSUs/ Private Organisations as on 31.07.2018	If total no. of Projects =1, Marks =10 *(Copy of Work Order or contract agreement and completion certificate / satisfactory completion certificate/final Payment order)*	
4.2.3	The Bidder should have successfully executed Online Skill Assessment and Career Assessment Module anywhere in India as on 31.7.2018.	If total no. of Projects =2 or more, Marks =15 If total no. of Projects =1,Marks=10 *(Copy of Work Order or contract agreement and completion certificate / satisfactory completion certificate/final Payment order)*	**15**
4.2.4	The Bidder should have certification from recognized Board/ University from Central/ State Govt departments/ PSUs/ University/Colleges recognized by UGC for psychometric analysis questionnaire.	Copy of certification from recognized Board/ University from Central/ State Govt departments/ PSUs/ University – 10 marks Copy of certification from Colleges recognized by UGC – 5 marks	**10**

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4.2.5	Bidder should have expertise and capability to facilitate Placements anywhere in India as well as Overseas Job Placements for Government (Central/State/UT/ PSUs) and Private Sectors	No. of domestic and overseas placements between April 2015 to March 2018 should be 3000 and above	**10**
4.2.6	Bidder should involve experts in the field of Psychology, to design Psychometric analysis and evaluation system, with not less than 10 years of experience in the relevant field and having M.Phil/PhD. From the Institutions recognized by UGC.	Copy of certification from recognized University/Colleges. If PhD with 10-years experience, 10 marks If M.Phil with 10-years Experience, 5 marks	**10**
4.2.7	Bidder should involve experts in the field of Career Guidance, to develop an engine for automatic suggestion of Higher education/careers, with not less than 10 years of experience in the relevant field and having M.Phil/PhD. From the Institutions recognized by UGC.	Copy of certification from recognized University/Colleges. If PhD with 10- years experience, 10 marks If M.Phil with 10- years Experience, 5 marks	**10**

4.3 Technical Presentation (With Screen Shots/URLs)

Clause	Criteria/Sub Criteria	Marking System	Mark

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4.3.1	**Approach & Methodology** a) Understanding of Project requirement & work plan b) Identified project risk & Mitigation	a. Understanding & work plan– 5 marks b. Risk & Mitigation plan – 5 marks	**10**
4.3.2	Presentation and Project demonstration on Online Skill Development and Career Assessment Module anywhere in India as on 31.7.2018 as mentioned in item 4.2.3	Presentation and Demo for <u>2 Projects</u> Projects of *Central/ any State/UT Government departments/PSUs* – 10 marks Projects of for *private sector* – 8 marks 1 project – proportionate marks will be awarded for Govt/ Private sectors	**10**
	Total Marks (4.2 and 4.3)		**100**

Evaluation of technical proposal:

a) Evaluation Committee from TNeGA, Commissionerate of Employment and Training will evaluate whether all the points/ requirements mentioned in the RFP are understood and addressed well.

b) Necessary evidence/demo has to be shown to TNeGA for the above if the requirement criteria are met.

c) Evaluation Committee will evaluate whether the implementation methodology is in line with the requirement.

d) To declare a bidder as technically qualified, the bidder has to score a minimum of 70 marks based on the above said cl.4.2 and 4.3 – Evaluation Criteria.

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e) The Bidders who scored **70 marks and above in cl. 4.2 and 4.3 EVALUATION CRITERIA are only eligible for Price Bid opening.**

f) The bidder has to demonstrate their projects to TNeGA's Technical Committee, if necessary.

g) The financial bid will be opened for those who had qualified in this Technical Evaluation Criteria.

5. Bid Preparation and Submission

5.1 Cost of Bidding

The Bidder should bear all costs associated with the preparation and submission of Bids. TNeGA will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

5.2 Earnest Money Deposit (EMD)

a. An EMD amount as specified in the Tender Schedule should be paid through ONLINE mode.

b. The EMD of the unsuccessful Bidders will be auto-refunded to their bank account within a reasonable time in consistent with the rules and regulations in this behalf. The EMD amount held by TNeGA till it is refunded to the unsuccessful Bidders will not earn any interest thereof.

c. The EMD amount of the Successful Bidder shall be converted as part of the Security Deposit (SD) for successful execution of the work and will be returned only after the successful fulfillment of the Contract.

d. The EMD amount will be forfeited by TNeGA, if the Bidder withdraws the bid during the period of its validity specified in the tender or if the Successful Bidder fails to sign the contract or the Successful in Bidder fails to remit Security Deposit within the respective due dates.

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5.3   Letter of Authorization

A letter of authorization from the Board of Directors / appropriate authority authorizing the Tender submitting authority or a Power of Attorney should be submitted in the tender; otherwise the Bids will be summarily rejected.

5.4   Two Part Bidding

Bidders should examine all Instructions, Terms and Conditions and Technical specifications given in the Tender document. Failure to furnish information required by the Bid or submission of a Bid not substantially responsive in every respect will be at the Bidders risk and may result in rejection of Bids. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be non-responsive and will be rejected.

5.4.1 Technical Bid

The first part relates to Technical Bid submitting all the required details and documents complying with all the eligibility conditions and the other tender conditions/instructions as well as the statement of compliance consisting of the following.

a) A Letter of Undertaking in company's letter head in pdf

b) This Technical Bid document

c) Copy of supporting documents for Eligibility & Evaluation Criteria (4.1 and 4.2) as .rar file (Zipped) and Illustrative documents for clause 4.3 as .pdf file have to be submitted.

5.4.2 Price Bid Form (Envelope-B)

Second part relates to Price Bid which should be submitted in the **Bill of Quotation (BoQ)** as given in the Tender.

a. The rate quoted by the Bidder in the price Bid should be inclusive of Manpower, Software Development, UAT, Pilot Run, Go-Live of Web portal & Supervision, Training, Administration, Overheads, Travel, Lodging, Boarding, In-station & Outstation expenses, etc and any other cost involved in the successful implementation of Scope of Work mentioned and no other

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charges will be allowed by the TNeGA other than the Service charges quoted.

b. Bill of Quotation (BoQ) should not contain any conditional offers or variation clause, otherwise the Bids will be summarily rejected.

c. The Prices quoted shall be only in INDIAN RUPEES (INR) only. The tender is liable for rejection if BoQ contains conditional offers.

d. The cost quoted by the Bidder shall be kept firm for a period specified in the Tender from the date of opening of the tender. The Bidder should keep the Price firm during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase of duties / taxes payable to the Governments in India. The Bidders should particularly take note of this factor before submitting the Bids.

5.4.3 Details of the Documentary proofs to be Uploaded

Letter of Undertaking		Upload Format
A Letter of Undertaking in company's letterhead	**1**	PDF **(Max 2 MB)**
Technical Bid		Upload Format
This Technical Bid document	**1**	PDF **(Max 2 MB)**
Eligibility Criteria (4.1)		Upload Format
1	Copy of documentary proof for clause 4.1.1 as PDF	RAR

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2	Copy of documentary proofs in chronological order for clause 4.1.2 as merged PDF	**9** (All these PDF have to placed in a folder, and zipped as .rar file before submission)	(WinRAR) **(Max 20 MB)**
3	Copy of documentary proofs for clause 4.1.3 as merged PDF		
4	Copy of documentary proof for clause 4.1.4 as PDF		
5	Copy of documentary proof for clause 4.1.5 as PDF		
6	Copy of documentary proof for clause 4.1.6 as PDF		
7	Copy of documentary proof for clause 4.1.7 as PDF		
8	Copy of documentary proof for clause 4.1.8 as PDF		
9	Copy of documentary proof for clause 4.1.9 as PDF		
Technical Evaluation Criteria (4.2)			**Upload Format**
1	Copy of documentary proofs for clause 4.2.1 as merged PDF	**7** (All these PDF have to placed in a folder, and zipped as .rar file before submission)	RAR (WinRAR) **(Max 30 MB)**
2	Copy of documentary proofs for clause 4.2.2 as merged PDF		
3	Copy of documentary proofs for clause 4.2.3 as merged		

Signature of the Bidder with Seal

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	PDF		
4	Copy of documentary proofs for clause 4.2.4 as merged PDF		
5	Copy of documentary proofs for clause 4.2.5 as merged PDF		
6	Copy of documentary proofs for clause 4.2.6 as merged PDF		
7	Copy of documentary proofs for clause 4.2.7 as merged PDF		
Technical Presentation (4.3)			**Upload Format**
4.3.1 Approach & Methodology a) Understanding of Project requirement & work plan b) Identified project risk & Mitigation		**1**	PDF **(Max 5 MB)**
4.3.2 Presentation and Project demonstration on Online Skill Development and Career Assessment Module anywhere in India as on 31.7.2018 as mentioned in item 4.2.3		**1**	PDF **(Max 5 MB)**
Price Bid			**Upload Format**
Bill of Quotation (BoQ)		**1**	.XLS
Total		**21**	

Note: Under Technical Cover = 21 documents

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Under Price Cover = 1 document (pre-defined template)

5.5   Bid closing date and time

Bids cannot be submitted not later than the date and time specified in the Tender Schedule or Corrigendum if published. Hence bidders should be cautious to submit the Bids well in advance to avoid disappointments.

5.6   Online Submission of Bids - **https://tntenders.gov.in**

Bidder should read all the terms and conditions and accept the same to proceed further to submit bids. Tendering system will give a successful bid update message after uploading all the bid documents submitted. A print out of Bid Submission Confirmation showing the bid number, the date and time of submission of the bid with all other relevant details can be taken from the website and kept as an acknowledgement for submission of bid. This acknowledgement will act as a proof of bid submission.

The bidders can resubmit the bid as many times as possible till the closing time of the bid submission. Withdrawal of the bid is also possible before the closing time of the bid submission.

The time settings fixed in the server and displayed at the top of the tender site, will be valid for all actions of bid submission, bid opening etc., in E-Tender system.

6.   Tender Opening and Evaluation

6.1   Technical Bid Opening

The Technical Bid will be opened on the date and time as specified in the Tender schedule or in the Corrigendum issued by TNeGA (if any).

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NOTE: If **the date fixed for opening of the tender happens to be a Government holiday**, the e-tender will be opened on the next Working day at the time specified in the Tender Schedule.

6.2 Tender Validity

The offer submitted by the Bidders should be valid for a minimum period of 90 days from the date of opening of the Tender.

6.3 Initial Scrutiny

Initial Bid scrutiny will be conducted and incomplete details as given below will be treated as non-responsive.
If Tenders are;

1. received without the Letter of Authorization
2. received without EMD amount
3. found with suppression of details
4. with incomplete information, subjective, conditional offers and partial offers
5. submitted without support documents as per the Eligibility Criteria and Evaluation Criteria
6. non-compliance of any of the clauses stipulated in the Tender
7. lesser validity period

All responsive Bids will be considered for further evaluation. The decision of TNeGA/Government will be final in this regard.

6.4 Clarifications

When deemed necessary, TNeGA shall seek bona-fide clarifications on any aspect from the Bidder ONLY through **https://tntenders.gov.in** (online mode) under Short Fall of Documents sections in e-tender portal. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, TNeGA may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder failed to

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comply with the requirements of TNeGA as stated above, such Bids may at the discretion of TNeGA, shall be rejected as technically non-responsive.

6.5   Tender Evaluation

6.5.1 Suppression of facts and misleading information

a) During the Bid evaluation, if any suppression or misrepresentation is brought to the notice of TNeGA, TNeGA shall have the right to reject the Bid and if after selection, TNeGA would terminate the contract, as the case may be. Termination of the contract will be without any compensation to the Bidder and the EMD / SD, as the case may be, shall be forfeited.

b) Bidders should note that any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, TNeGA shall have the right to seek the correct facts and figures or reject such Bids.

c) It is up to the Bidders to submit the full copies of the proof documents to meet out the Eligibility Criteria and Evaluation Criteria. Otherwise, TNeGA at its discretion may or may not consider such documents.

d) The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.

6.5.2 Technical Bid Evaluation

Eligibility Criteria: A Technical Committee comprising of members from TNeGA and Commissioner of Employment and Training will examine the Technical Bids against the 4.1 Eligibility Criteria given in the Tender document. The Technical Committee scrutiny will be conducted based on the support documents submitted by the Bidders. The documents which did not meet the eligibility criteria in the first stage of scrutiny will be rejected in that stage itself and further evaluation will not be carried out for such Bidders. The eligible Bidders satisfying all the criteria in cl. 4.1 alone will be considered for further 4.2 & 4.3 Technical Evaluation Criteria scrutiny & evaluation. The decision of TNeGA will be final in this regard.

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Evaluation Criteria: The Technical Committee will examine the Bidders Project Experience mentioned in 4.2 & 4.3 Technical Evaluation Criteria clause from documentary evidence enclosed by Bidder in the Technical Bid. The Bidder may be informed to demonstrate their projects to Technical Committee and marks will be awarded. If the bidder fails to demonstrate their bid will be summarily rejected. Minimum marks to be scored by the bidders in the technical evaluation and presentation as per cl. 4.2 and 4.3 above is 70 (seventy) out of 100, so as to declare the bid as technically qualified. Bidders who score 70 and above marks in the technical evaluation as per cl. 4.2 and 4.3 above shall be deemed technically qualified and price bids of those bidders only will be opened.

6.5.3 Price Bid Evaluations

a) Bidders should fill price quote details ONLY in Bill of Quotation (BoQ).
b) All the taxes indicated in the Price Bid will be taken for the Price Bid evaluation as per the Tamil Nadu Transparency in Tender Rules 2000 with latest amendments.
c) The Bidders should quote for all the items. Failure to submit the price for all the items or partial offer will be liable for rejection of the bid itself. The decision of TNeGA will be the final.
d) The Bidder who has quoted the lowest bid price (R) as specified in the price bid will be declared as L1 Bidder

6.6   Negotiations

Negotiations will be conducted with the Successful L1 Bidder for improvement in the Scope of Work, Specification, further reduction in price and advancement of delivery schedule.

6.7   Award of Contract (through https://tntenders.gov.in)

Award of Contract shall be issued online through https://tntenders.gov.in. This Software requirement order will be placed on L1 Bidder. If the L1 bidder could not show the Progress, then other Bidders may be considered who have agreed to match L1 rate, as per the provisions of Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000 and Terms & Conditions of Tender.

Signature of the Bidder with Seal

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No dispute can be raised by any Bidder who's Bid has been rejected and no claims will be entertained or paid on this account.

6.8 TNeGA reserves the right to:

a) Negotiate with Bidder whose offer is the lowest evaluated price for further reduction of prices.

b) Insist on quality

c) Modify, reduce or increase the quantity requirements to an extent of tendered quantity as per the provisions of Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules, 2000.

d) Change the list of locations from time to time based upon the requirement.

e) If Performance of the Bidder is not as per the Tender Schedule, then reserves the right to reallocate the quantity to other Bidder/Bidders.

f) Reserves its right to inspect the Bidders' Premises/Company before or after placement of orders and based on the inspection, reserves a right to modify the quantity ordered.

g) Reserves its right to withhold any amount for the deficiency in Quality/Service aspect of the ordered items supplied to the customers.

7. Execution Work

7.1 Acceptance/Rejection of the Tender

The final acceptance of the tender is entirely vested with TNeGA, who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. The Tender Accepting Authority may also reject all the tenders for reasons such as change in Scope, Specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances. After acceptance of the Tender by TNeGA, the Successful Bidder shall have no right to withdraw their tender or claim higher price.

7.2 Letter of Acceptance (LOA)

After acceptance of the Tender by TNeGA, a Letter of Acceptance (LOA) will

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be issued to the Successful Bidder(s) by TNeGA. Under this rate contract, TNeGA has the right to issue LOA to more than one

7.3   Payment of Security Deposit (SD)

The successful Bidder will be required to remit a **Security Deposit (SD) of 5% of contract value** by way of **Demand Draft or Banker's Cheque** payable at Chennai or in the form of unconditional irrevocable Bank Guarantee valid for a period of **48** months from the date of acceptance of the tender on receipt of confirmation from TNeGA. **The SD shall be paid within 10 days from the date of issue Letter of Acceptance (LOA) by TNeGA.** The SD furnished by the Successful Bidder in respect of the tender will be returned to them after successful fulfillment of work. The Security Deposit will be refunded to the Successful Bidder only after successful completion of Contract Period. The Security Deposit held by TNeGA till it is refunded to the Successful Bidder will not earn any interest thereof.

The EMD/Security Deposit will be forfeited if the Successful Bidder withdraws the Bid during the period of Bid validity specified in the Tender or if the Bidder fails to sign the contract.

7.4   Execution of Contract

a) The Successful Bidder should execute a Contract in the INR 20 non-judicial Stamp Paper bought in Tamil Nadu only in the name of the Bidder within 10 working days from the date of Letter of Acceptance issued by TNeGA with such changes/modifications as may be indicated by TNeGA at the time of execution on receipt of confirmation from TNeGA.

b) The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of TNeGA. TNeGA reserves its right to cancel the purchase order either in part or full, if this condition is violated. If the Successful Bidder fails to execute the agreement within the

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stipulated period of 10 days, the SD of the Successful Bidder will be forfeited and their tender will be held as non-responsive.

c) The expenses incidental to the execution of the agreement should be borne by the Successful Bidder.

d) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of TNeGA and also TNeGA have the right to recover any consequential losses from the Successful Bidder.

7.5   Release of Work Order

After execution of the Contract and payment of Security Deposit, TNEGA will issue the Award of Contract to the Successful Bidders through online mode.

7.6   Refund of EMD

The EMD amount paid by the Successful Bidder will be adjusted towards Security Deposit payable by them. If the Successful Bidder submits Security Deposit for the stipulated value in full by way of Cash/Bank Guarantee, the EMD will be refunded. The EMD amount of the Unsuccessful Bidder will be auto-refunded upon finalization and issue of Work Order to the Successful Bidder.

7.7   Release of SD

The Security Deposit will be refunded to the Successful Bidder on completion of 3 months after the Contract Period subject to satisfaction of TNeGA. Such completion would be arrived at when the entire Scope of Work is executed by the Bidder as per the Contract Agreement and as per Order(s) issued by TNeGA from time to time.

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7.8 Forfeiture of EMD and SD

a) If the successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited.

b) If the Successful Bidder fails to remit the SD, the EMD remitted by him will be forfeited to TNeGA and the tender will be held void.

c) If the Successful Bidder fails to act up on to the tender conditions or backs out from the contract, the SD mentioned above will also be forfeited by TNeGA.

7.9 Termination of Contract

7.9.1 Termination for default

a) TNeGA may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to deliver any or all of the service within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by TNeGA; or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful TNeGA, in the judgement of TNeGA, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

b) In the event TNeGA terminates the Contract in whole or in part, TNeGA may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to TNeGA for any additional costs for such similar goods and service. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

7.9.2 Termination for Insolvency

TNeGA may at any time terminate the Contract by giving written notice with

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a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to TNeGA.

7.9.3 Termination for Convenience

TNeGA may by written notice, with a notice period of seven days sent to the Successful Bidder, TNeGA may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for TNeGA's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the successful Bidder is not entitled to any compensation whatsoever.

7.10 Execution of Work Order

The Successful Bidder should nominate and intimate TNeGA, a Project Lead who should be responsible for effective delivery of work complying with all the terms and conditions. The Successful Bidder should ensure that the Project Lead fully familiarizes with the Tender Conditions, Scope of Work and deliverables.

7.11 Assigning of Tender whole or in part

The successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The Bidder should not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof, except for the preparation of career / skill assessment contents/ questionnaire without the written consent of TNeGA.

7.12 Liquidated Damages (LD)

(1)The Bidder must strictly adhere to the implementation schedule, specified in the purchase order issued by TNeGA to the successful Bidder for performance of the obligations arising out of the Work order and any delay will enable TNeGA to resort to any or both of the following:

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a) Claim liquidated damages at 0.5% of the Current Order Value for delayed performance per week of such delay and the Maximum LD applicable is 10%. However LD clause will not be applicable if the delay is not due to issues related to the vendor.

b) In case of the termination of the purchase order by TNeGA due to non-performance of the obligations arising out of the purchase order, the Earnest Money Deposit / Security Deposit will be forfeited.

In addition, TNeGA reserves the right to award the work to any other party / parties and the loss / expenses incurred thereafter will be recovered from the Successful Bidder.

(2) Penalty will be levied if the Assigned work has not been completed in full within the stipulated period subject to Force Majeure conditions.

(3) The Tender Schedule enclosures, the detailed final offer of the Successful Bidder and the purchase orders will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the purchase order, the latter shall prevail over the offer conditions furnished by the Successful Bidder.

(4) Notwithstanding anything contained in the penalty clause, TNeGA reserves the right to blacklist the Successful Bidder from taking part in any of the procurement operations of TNeGA for a minimum period of three years from the date of blacklisting for failure to carry out supply in time or according to the quality and quantity prescribed or any such similar reasons. This penalty shall be over and above all other penalties. Such bidders would be automatically banned for 3 years from taking part in TNeGA's Tenders.

7.13 Penalty for Non-Fulfillment of Tender

A penalty will be levied at the rate specified in the Agreement Format in the event of non-fulfillment or non-observance of any of the conditions stipulated in the Agreement, Terms and Conditions and Work Order.

7.14 Other Conditions

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a) The final decision would be based on the technical capacity and pricing of the Bidder. TNeGA does not bind itself in selecting the Bidder offering lowest prices.

b) TNeGA reserves the right not to accept lowest price, to reject any or all the tenders without assigning any reason, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interest of TNeGA for good and sufficient reasons.

7.15 Arbitration and Jurisdiction

a) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the CEO, TNeGA.

b) If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the CEO, TNeGA. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.

c) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

d) It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.

e) The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.

f) The venue of the arbitration shall be Chennai and language English. The fees of the Arbitrator and expenses incidental to the arbitration

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proceedings shall be borne equally by the parties.

g) Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

h) Subject to the above, the Courts in Chennai alone shall have jurisdiction in this matter.

8. Background

About TamilNadu Career Service Portal (TNCSP) – (Virtual Learning Portal to be renamed)

The Commissionerate of Employment & Training has initiated development of a Virtual learning portal (e-Portal) integrated with Dashboard and predictive analytics solutions.

The Tamil Nadu Career Service Portal has three modules namely

(1) Skill assessment and Career Guidance Module ;

(2) Virtual Learning System Module ;

(3) Employment engagement & tracking module.

Among the above three modules, the Virtual Learning System Module is developed already and ready to go live. The development of Employment engagement & tracking module is nearing completion and likely to be launched shortly.

Virtual Learning System Module**:-**

This Virtual Learning Portal aligns with the skill development initiatives of the Government of Tamil Nadu in accordance with the futuristic trends. The portal cater the students/ citizens in their needs of preparation for competitive exams, enhancing their skills for employment and higher education and updations of knowledge in their chosen field of

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study/ education, to get directive feeds for the candidates to choose their courses based on their career choice. The TNCSP also enable integration of live feeds and telecast of lectures and skill programs across all colleges and universities across the state. The TNCSP provide students with access to a learning environment, where they can ask questions, explore their skills, Learn new areas and engage in tasks that will enable them to further understand their learning curve. A Centralized Interactive Web-based Learning System has been built that includes training for competitive exams, online tests, mock interviews, group discussion, skill assessment, Career Guidance and Mentoring support. Multi discipline/ multi veridical Course Content, eBook and Video Repository has been developed that provides specialized material on higher studies and career development and hosting multitude of content repositories required for competitive exams.

Employment Engagement and Tracking Module:-

An Integrated Employment Engagement and Tracking Module with complete stack modulation is being developed as a significant part of the value chain to help candidates mapped for employment opportunity with private employers, further engaging the industry and corporate actively to address their manpower requirements. Candidate registration has been developed in TNCSP and enhanced additional fields eg: Resume upload is provided in the Employment tracking module. The Candidate Registering may be guided to upload their credentials in the Government of India 'DIGILOCKER' and provision for including the "DIGILOCKER" link be provided in the Candidate Registration proforma. Private/Corporate registration is enabled for corporate from various sectors with minimum eligibility criteria as set by CET, which is followed by candidate/beneficiary

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mapping.

The Integrated Employment Engagement and Tracking Module features for corporate and Candidates involves Profile view ,Assessment, Selection, validation, sharing post, apply, track jobs until boarding on for jobs. Engagement platform for corporate to request for Job fairs/ request for trained candidates/ request for niche candidates/ Incentive platform for hiring special need candidates etc., is enabled.

The Technology Stack is existing Virtual Learning System Module portal which is already developed is given below:-

- **Development framework:** PHP- Code Ignitor

- **Code Repository: GIT**

- **Development languages: PHP,** JQuery, JS, html5

- **Databaseaccess:** MySQL

Objectives of the work:
The objectives of the work are as follows:

- To offer universal career guidance to Students right from IX standard;
- To involve all students undergo self and skill assessment;
- To offer counselling based on the Assessment Report;
- To provide virtual learning platform preparing job seekers for
- various competitive exams;
- To recommend jobseekers to TNSDC for Skill Training;
- To assess the jobseeker after skill training TNSDC;
- To registrer Employers & placement cosultants;
- To organize private sector Job fairs based on the request of the employers;
- To facilitate employers select their employees online;

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- To track those who got employed in private sector for three months
- To provide assistance for those seeking self-employment.

Scope of work under this RFP:-

Now, based on the objectives of this work detailed above,

1. the bidder has to integrate various portals(All belonging to the Department of Employment, TNSDC and Women Development Corporation) under Single Sign-on;

2. Develop the Self assessment/Skill Assessment and Guidance Module, and

3. provide facilitation for placements by coordinating job seekers and job providers for placements using the Employment Engagement/ Tracking Module (Job portal) developed by the CET.

The scope of work under this RFP is given below:-

Task 1	Integrating various portals of Employment & Training department with Single Sign On
Task 2	Development and implementations of Career / Skill Assessment and Career Guidance Module
Task 3	Providing facilitation for placements by coordinating with Job Seekers & Job Providers

Task 1 –Integrating various portals of Employment & Training Department under Single Sign-On

Signature of the Bidder with Seal

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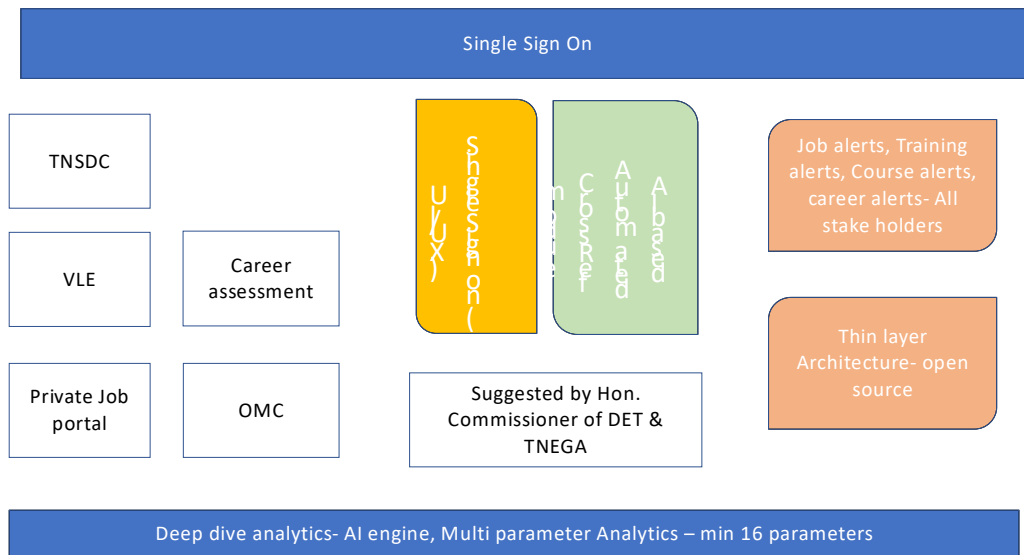
The application should be designed to enable Single sign on facility for all the applications and portal currently with CET, TNSDC, Women Development Corporation and interlinked to the new portal "www.tamilnaducareerservices.tn.gov.in" A candidate should be enabled to use a single User ID and password for accessing the portal and his data tables should be mapped accordingly. Data exchange between the different departments portals has to be anchored.

Task 2: Career / Skill Assessment and Career Guidance Module:-

The proposed solution shall have the following modules, which has to be developed and deployed in phased manner.

1) Phase 1- Integrated Career Assessment and Counselling Module
2) Phase 2 - Integrated Career Guidance Module
3) Phase 3 - Post Training Assessment – Industry Specific Fitment module

Phase 1- Integrated Career Assessment and Counselling Module

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1. An integrated career assessment and fitment analytics module with Career analytics assessment, Fitment analysis is to be developed.

2. The application should enable the user to undergo one of the assessment or all the assessments simultaneously. The assessment, in addition to psychometric performance, should also be based on Physical ability, family background, age, location, gender, socio-economic conditions, preference, interest, passion ,etc.,.of the candidate.

3. The application should have a strong UI & UX, which will encourage the candidate to take complete assessment. The application should provide specialized tools and aids for career counselling techniques and help candidates undergo counselling activities, practical sessions on Psychometric, Aptitude and Attitude tests. The application should also be able to map multiple career options, suitable for the candidate in three formats (Best fit, Good Fit, Normal fit) across all sectors and job roles/ Entrepreneurship (approx. 52 sectors and 2500+ job roles across those sectors).Those who opt for entrepreneurship, links of all relevant financing agencies should be provided.

4. The application should help the candidate to understand his strengths and areas for improvement and suggest dual-career options (main career and another one to be developed as standby)

5. The Application should be able to automatically suggest the sectors available in the market based on the assessment score / career choice of the candidate.

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6. The application should have a stand-alone suggestion engine for career assessment based on Psychometric assessment / Cognitive assessment / Aptitude assessment /Domain Assessment

7. The application should also have a comprehensive scoring model comprising all the following assessments (Psychometric assessment, Cognitive assessment, Aptitude assessment and Domain Assessment) and give career assessment and counselling to the candidate

8. The application should have a comprehensive English and Tamil language assessment tool, independent of the main assessment engine

9. Application should have a comprehensive assessment for all competitive exams (all levels), independent of the Domain assessment engine

10. Based on the assessment score, (independent/ Comprehensive of all assessments) the application should be able to map careers suitable for the candidate.

11. Based on the domain assessment, the application should be able to give a detailed fitment analysis for the candidate in his chosen/ selected field of work/sector/ industry, with detailed inputs on expected skillsets and available skills and elaborate the gap analysis for the candidate. The fitment and gap analysis engine should have feeds of all cognitive, aptitude and domain parameters for all industrial sectors and to be mapped in pictorial representation in the Integrated Career Guidance

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Module. The application should have a valid Data engine of all expected parameters.

12. For skill assessment registration data from existing DB will be populated. The data which is not available will be collected to enhance the offerings. For assessment, new DB will be created and populated as and when students enroll.   Skill assessment will be done under five different categories i.e,1) below SSLC 2)10th and 12th 3)graduates and post graduates in Arts and science, 4)Graduates in engineering and 5)ITI/Diploma holders. Also, the Career fitment analysis and report will be generated with reference to industry verticals across ~~36~~ 52 sectors (for eg: IT/ BFSI/ Mfg/Capital goods/Uniform services etc) and in a tiered structure (Best Fit, Near Fit & Less Fit) career options. A separate tab will be created for Career fitment for Government services, to help the vast pool of aspirants for various competitive exams. The assessment details will be added to the candidate's existing profile. **The module shall be bilingual (predominantly Tamil and English as supporting language)**.

The following assessments has to be conducted (but not limited to)

1. Psychometric Assessment;

2. Behavioral assessment;

3. Cognitive assessment;

4. Aptitude assessment (Multi parameter)

a) The vendor should be able to design the Questions by experts in the field of Psychology and should have validated the same with considerable sample size of a minimum of 20,000 to be used by various categories

b) The vendor should have a strong, validated Psychometric assessment module and for Cognitive and aptitude assessment, the vendor should

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provide more than one thousand questions across all parameters, such that the questions are selected in random for the users.

Domain Assessment:

a) The application should have domain assessment modules as part of assessment which should cover all ~~36~~ 52 sectors recognized by the Government of India.

b) The Domain assessment should have comprehensive question bank to assess the capability of the candidate at minimum of ~~two~~ three levels (Novice, Beginner& Expert levels) with at-least 100 questions for each domain- vetted and updated as per industry trends.

Phase2- Post Training Assessment- Industry Specific Fitment Module

The post Training Assessment module will be implemented by TNSDC.

The post Training Assessment module will be the second important part of the value chain- To Assess the fitment of candidate once they are trained for a specific job role through AI based suggested courseware available in E-learning/ Virtual learning portal or through auto suggestion engine mapping courses listed in TNSDC portal– with reference to the

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industry standard and corporate Job requirements.
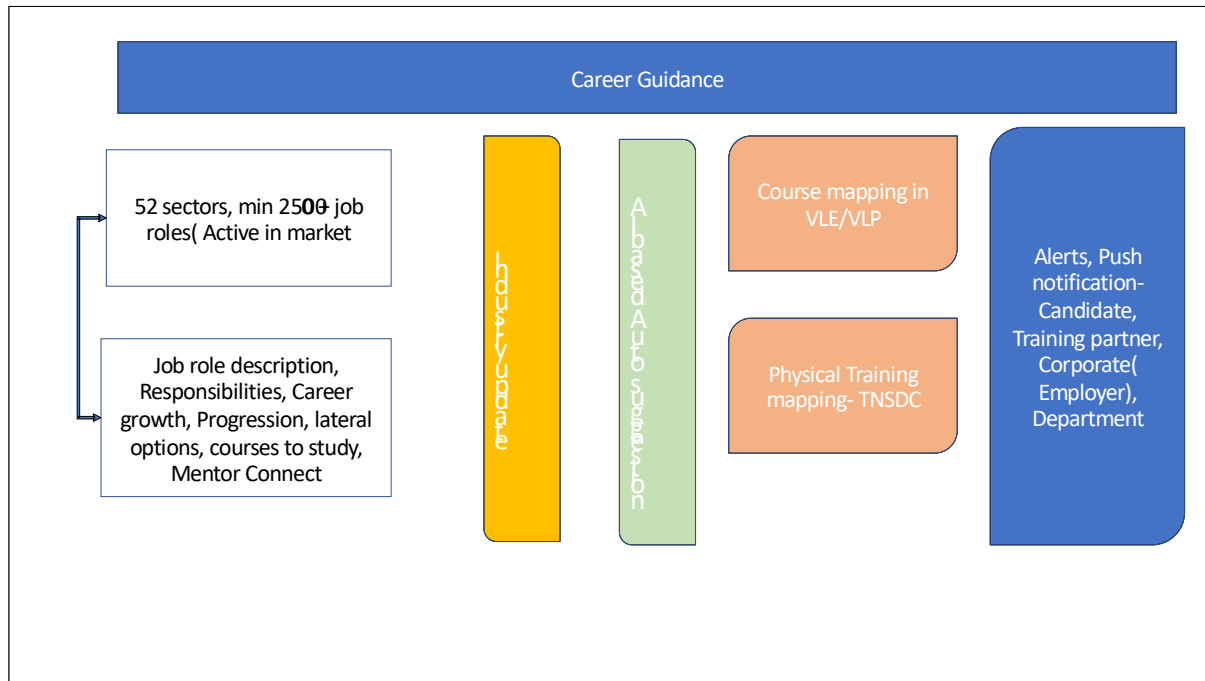
The flow of events will be

Part 1- Candidate takes career assessment and gets to know the best fit career for him and matching rate for his aspiration;

Part 2- Career counseling and assigning the candidate for Skill upgrade/ Development in chosen career;

Part 3- Candidate undergoes Training and completes the course

Part 4- Post Training assessment to analyze the fitment for various corporate in the given sector/ Industry and to analyze the quality of training and training contents by TNSDC.

The Phase 2 module (implemented by TNSDC) will comprise of the following;

1. Industry specific Fitment Assessment

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2. IT/ITES/BFSI/Automobile/Manufacturing/ Capital Goods/ Engineering/Plastic/ Leather/Hospitality/Aviation/Civil services/ Uniform Services/ Retail / Infrastructure / and various other sectors

3. Fitment report generated and stored and shareable to Employment Engagement and Tracking Module in PDF format

4. Fitment report and Training report matching analytics

5. 360 degree analytics of the value chain- Assessment-Training-fitment

6. Mapping format and structure for corporates /manpower agencies/ foreign manpower agencies for placement support.

7. Company specific sample Assessments and model preparatory modules to enhance the preparation for beneficiaries.This will be done through Employment Engagement and Tracking Module.

Phase 3 – Integrated Career Guidance Module

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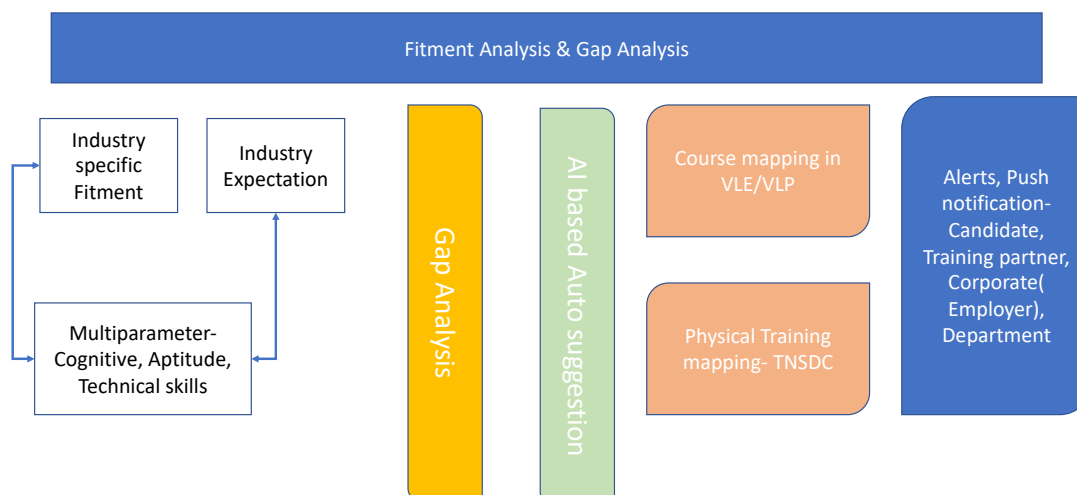
The integrated career guidance module will have the following Features;

1. Career description for all Job roles available / Most sought after / demand driven across 52 sectors (minimum of 2500 job roles)

2. Mapping of NCO-2015 to all Job roles.

3. The list of all educational/training institutions offering courses/training for all 2500 job roles

4. Tier wise description of

      a.   Role

      b.   Responsibility

      c.   Skills Required

      d.   Skills acquired

      e.   Career progression

      f.   Industries hiring for the role

      g.   Suggested career designations and roles available for the career

      h.   Cross learning/pivot opportunity for the career

5. The application should enable Mentors/Cousellors to be registered on voluntary basis, from among public.

6. The application should enable users to access the feature of all job roles and career description and guidance., by making the candidate to undergo at-least one independent assessment.

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7. The application should be designed to auto suggest courses in Virtual Learning platform based on assessment score and category.

8. The application should enable mapping of Mentors/Counselors to local job seekers.

9. The application should be designed to Auto suggest physical training programs conducted by TNSDC across the state, mapping them based on assessment and fitment category and priority rule engine to be built based on Fitment, choice, Location and opportunities.

10. The application should be designed to auto suggest job opportunities posted in Private job portal based on assessment and fitment category

The successful bidder should undergo detailed study and consultations with the Commissionerate of Employment & Training during the Requirements gathering/ SRS phase and provide a solution as mentioned above. The proposed application would be an internet based application running from a centralized location. The application would follow a modular architecture where in different modules would interact and share data between themselves.

Task 3: Providing facilitation for placements by coordinating with Job Seekers & Job Providers

The CET/ SASACGP shall provide facilitation for placements by coordinating job seekers and job providers by interacting with Job Seekers & Job Providers through Employment Engagement and Tracking Module.

The CET/ SASACGP will facilitate/ coordinate with various Employers (Job Providers) / multiple agencies of Employers for getting registered

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themselves in the Job Portal and post their requirements / job opportunities. Similarly, the CET/ SASACGP facilitate with multiple agencies for registration of candidates in the portal. The CET/ SASACGP shall coordinate with the Job Seekers and Job Providers (who are registered in the portal) in providing placements. The SASACGP shall ensure that no charges shall be collected from either the Candidates (Job Seekers) and Employers (Job Providers) as per the strict guidelines of Government of India norms and any violation in this regard if found, shall lead to termination of contract and appropriate legal actions like blacklisting etc., against the SASACGP shall be initiated as deemed fit. The SASACGP should adhere the SLA provisions as mentioned in S.No.4 of Cl.10.11.1 (Service Level Agreement) for this task 3.

9. Application

9.1. Application Components

1. The solution must be accessible over the various Network/OS/Browser platforms including Internet, Internet through Broadband and Mobile Networks, using devices such as Desktop Computers, Laptop Computers, Tablet PCs and Smart Phones for Data Entry, Download / Upload, Viewing and other applicable forms of access.

2. The Solution shall be governed and supported by the Standard Operating Procedures, which includes Security Audits, established Policies, Maintenance components such as SLA, AMC, etc., System Administration and Database Administration support, besides the infrastructure maintenance support for the Application Server, Database Server, OS and Middleware, Security Systems, Network Monitoring, Replication / Backup, Disaster Recovery Setup, etc.

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3. The Application must interface with the external applications and systems as follows:

   a) Mail Server (for sending reminders and mailers from the Application),

   b) Exporting Options (in Text,PDF and Excel formats)

   c) SMS Gateway (for sending reminders and alerts from the Application)

   d) Payment gateway

9.2. Application Architecture

9.2.1 Three-Tier Architecture

The Application solution has been proposed to have a 3-tier architecture (also referred to as multi-tier or N-tier architecture). The intention was that this architecture would address all the issues plaguing the current system with respect to performance, manageability, and scalability. Overall, this approach provides a system which is more manageable less resource intensive. There are three basic software components in this architecture – front-end software, middleware (Application Server) and DB Server. In this kind of architecture, the entire processing takes place in these three layers:

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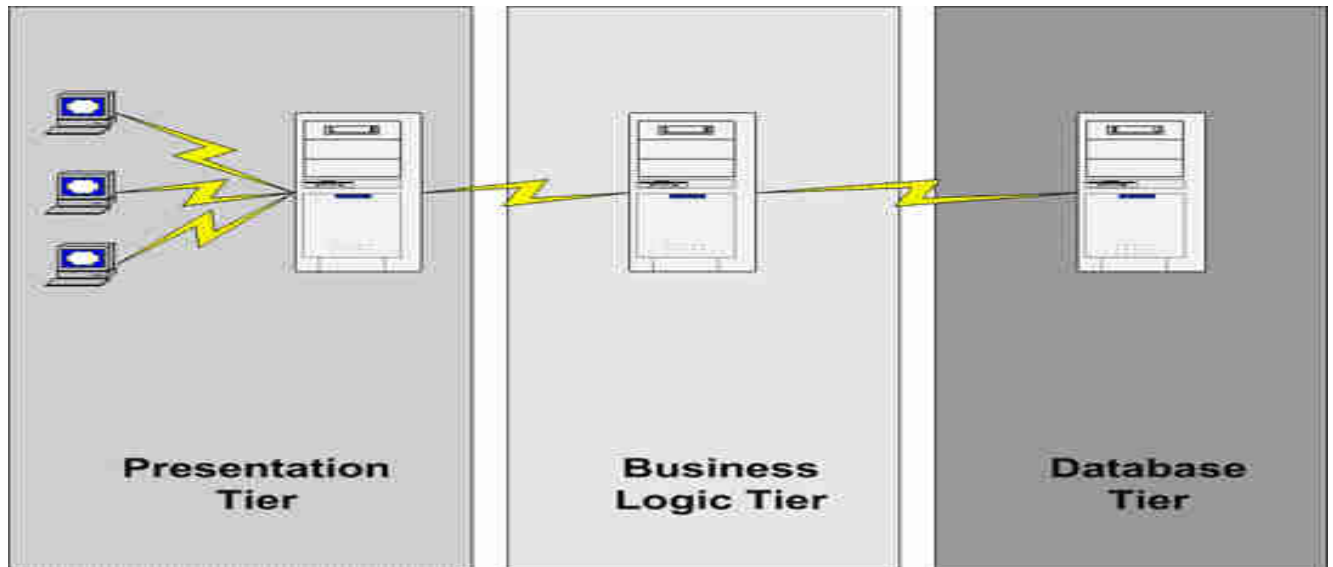
a) Front-end / Browser (Presentation tier) is responsible for the presentation of information.

b) Middleware / Application Server (Business Logic tier) is the layer responsible for all the business rules

c) Database Server (Database tier) is responsible for the manipulation and storage of data.

The role of the front-end software will be to connect the users to the servers, submit their requests and receive processed information as the result. All users will access the application through local or remote terminals using a browser. (Middleware that resides between the client and the server will facilitate communication between the two tiers. Middleware provides developers with the Application Processing Interface for remote server access. The database layer will provide not just the data but also locking mechanisms, access controls, optimized database queries and support communication calls received from the client.

9.2.2. Requirements on Adherence to Standards

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a) The proposed solution should be designed based on open standards, to the extent feasible and in line with overall system requirements, in order to provide interoperability with multiple platforms and avoid any technology or technology provider lock-in

b) The list of standards is indicated for reference but may not to be treated as exhaustive:
   i. W3C standards for Web pages
   ii. SOAP, HTTP/HTTPS for information access / transfer protocol
   iii. SOA and other Open standards for Web services Interoperability
   iv. RSA standards for Digital Signature
   v. PKCS specifications for encryption
   vi. SSL protocols for secure communication
   vii. ISO 27001 for Information Security
   viii. IEEE/ ISO/ CMMI specifications of Documentation
   ix. Open Source for Software Development

c) Architecture should be built on Internet involving n-Tier and should not be based on any proprietary standards. Application should be developed using web-based technology and run independent of Operating System and web browsers. Architecture should support multi-tenancy and should be compatible to host in any environment.

d) The coding and documentation should be compliant with the standards for quality of software and services as prescribed by the State Government and Government of India.

e) The application must support standard browsers like Firefox, Chrome, IE 11.0 and above, Opera, Safari etc, and also compatible with prevalent mobile browsers.

f) The solution must support complete scaling and growth without performance deterioration.

g) The response time to open / load a page should not exceed 06 seconds.

h) The time taken to complete a database transaction should not exceed 5 seconds.

i) Generation of MIS reports shall not take more than 15 to 30 seconds to display the same.

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In addition to above, the proposed architecture must be scalable and flexible for modular expansion. It should ensure ease of integration with software / applications developed using common industry standards since the solution would be linked and connected to other sources (websites, contents, portals, systems of other Agencies).The proposed system must also adhere to any standards defined by GoI.

9.3. Compliance with Open Standards

The proposed solution shall be compliant with industry standards, wherever applicable. This will apply to all the aspects of solution including but not limited to design, development, security, installation and testing.

10. Application

10.1.1   Application Study and Analysis of Requirements

The Successful Bidder would be required to study the existing application and functioning of the Department in a manner that will enable the Successful Bidder to meet all the requirements of this RFP. Find the gaps in the existing process & application and suggest re-engineering (if required).

The Successful Bidder may gain an understanding of the existing application and requirements of the proposed system through gathering the requirements, Bidder shall analyze these requirements to ensure the requirements are complete, accurate, consistent and unambiguous.

Post the detailed study, the functionality of the proposed application would be agreed with two major boards before beginning the design of the system.

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10.1.2   Solution Design

Based on the requirements study completed, the design of the Solution would be done by the selected System Integrator.
An indicative list of documentation to be prepared as part of this phase:

a) Detailed Design document detailing Technical architecture (application, network, and security)

b) Data Architecture, interface architecture and integration architecture, appropriate load balancing and clustering techniques should be adopted by the Successful Bidder in the Solution design for meeting the requirements of the RFP.

c) SRS document shall be prepared and validated with CET /TNeGA and to meet the standards specified in this RFP. The SRS Validated and approved by the CET /TNeGA for all subsequent phases of application development and deployment from an Application requirements perspective.

d) The Successful Bidder is required to keep all such documentation up to date to reflect the latest enhancements/modifications made to the application.

10.1.3   Application Development

a) The Successful Bidder would be responsible for developing, testing and implementing the end-to-end application. The application developed would be evaluated against the SRS as approved by the CET & TNeGA.

b) The Successful Bidder will be required to deliver the overall application including the web-portal along with all the services of CET and documentation in line with industry best standards.

c) The Development should comply with Open Standards and Open Source.

10.1.4   Application Testing & User Acceptance Testing (UAT)

Once the application development has been completed by the Successful Bidder, the Successful Bidder will thoroughly test the application

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at his end. Selected Successful Bidder should carryout Unit Testing, Integration Testing, System Testing and Performance / Load testing. The inputs for this activity will be the design documents approved by the CET and TNeGA.

10.1.4.1   Unit Testing

Unit Testing will be done in parallel to the development by successful bidder also the test cases, test matrix and the snapshots of the test results will be submitted to CET and TNeGA.

10.1.4.2   Integration Testing

The successful bidder shall thoroughly test the Web Portal at successful bidder's premises for functional testing and integrated testing as per the standards and proven methodologies. A test report of the integration testing with snapshots shall be submitted to the CET at the time of submission of UAT Test cases.

10.1.4.3   Performance Testing/Load Testing

The successful bidder shall enable CET to conduct performance testing on many performance test parameters (industry standard parameters). In particular there should be load testing for 500 numbers of concurrent users. The tentative user base for the proposed system would be 5000 users per day which includes 250 internal users. However at the time of requirement sign off the successful bidder may provide their study results for the number of users of the proposed system.

The successful bidder shall incorporate the changes/suggestion given by the load testing agency.

10.1.4.4   UAT server Installation

The successful bidder shall install the Web Portal along with services in a Department staging server for the purpose of UAT.

10.1.4.5   User Acceptance Testing (UAT)

The Successful Bidder will design detailed procedures for User Acceptance and also develop the UAT plan.

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UAT shall be done at CET. Module wise bugs report shall be submitted to the CET and TNeGA. The bugs shall be resolved and retested by Successful Bidder. The test cases for UAT will be given by the Successful Bidder and validated by TNeGA and approved by the CET/TNeGA. The Department would inform the defects identified in each round of UAT to the Successful Bidder. The Successful Bidder will be required to troubleshoot or resolve the defects and resubmit the application to Department. This process of UAT will continue in an iterative manner **till zero defects are shown by the Successful Bidder for the test cases developed.**

The Successful Bidder also needs to ensure that errors/ defects detected in previous round of tests do not get repeated in successive tests.

The changes if any at this stage shall be made in the software without any additional cost and it shall be updated in SRS. The UAT shall be completed and signoff shall be obtained from the CET and TNeGA.

10.1.5   Training

Comprehensive planning of Capacity Building Program for implementation of online services for CET is fundamental as it has direct association with the success of the overall implementation. For training to be considered effective, a number of high level objectives need to be set that need to be monitored at periodic intervals. An overall plan for Capacity Building across the Districts has to be prepared based on the training objectives. The major components of capacity building and training programs are:-

a) Identification training objectives
b) Planning and Scheduling
c) Preparation of training materials, help files and etc.
d) Provide the required training materials, manuals, help files in both soft and hard copies during the training session for all trainees.
e) Conduct the training programme
f) Address the user issues and resolve if required.
g) Get feedback and close the feedback loop

The successful bidder should be responsible for providing snacks, tea/coffee and lunch (Veg) for the participants at the time of training. The venue only will be provided by the CET. The audio and visual communications tools

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should be arranged by the successful bidder. The Laptop, desk top, LCD projector, network, internet etc., should be arranged by the successful bidder. The successful bidder should work out a training and capacity building plan with proper schedule and submitted as part of the overall plan for the project.

10.1.6   Software freezing

After UAT and Pilot testing, the software shall be finalized for all the standardized parameters. The Web Portal shall be ready for rollout.

10.1.7   Rollout and Hand-holding

10.1.7.1   Production Server installation

The successful bidder shall install the application in the production servers. The successful bidder shall finalize the architecture and server configuration and submit to CET/TNeGA for validation and approval. The successful bidder shall install the Operating System, Database and Web services, Application servers and services and also support & install the necessary software required for the implementation of e-Sign/Digital Signature. The web server/middle ware servers shall be configured for the parameters standardized during the UAT and pilot. The application shall be replicated from staging server.

Any modification or corrections in the Web Portal should be done in the staging server and pushed into the production server after testing. The application should comply with all the standardized parameters.

10.1.7.2   Rollout

The finalized software should be rolled out in all Districts/units of Department. The successful bidder shall discuss phased approach with CET and shall ensure that all the user locations are rolled out within the agreed timeframe.
After successful rollout, the developed web portal/software applications must be handed over to CET (Preferably in an encrypted Pen drive) for back-up purpose.

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10.1.8 Pilot run

The UAT passed Web Portal shall be put for pilot operation. Support persons to coordinate the pilot run shall be deployed at CET /SDC. The changes if any at this stage shall be made in the software without any additional cost. The bugs if any at this stage shall be fixed. The following requirements shall be standardized during pilot phase.

a) Number of peak sessions and concurrent sessions, number of peak users and concurrent users
b) Application response time when peak number of users connected
c) Network bandwidth utilization and throughput
d) Server configuration parameters tuning
e) Any other parameters which determines the application reliability and scalability
f) At this stage if the successful bidder found that there are more than the target set in SLA for concurrent users then the SLA target may be amended with mutual understanding and the same may be incorporated in the MSA.

10.1.9 Implementation and Support

The selected System Integrator's responsibilities during this phase would include:

a) Implementation and commissioning of the application at all locations.

b) Provide technical support to resolve any issues logged by internal and external stakeholders through the internet / Helpdesk.

c) Engage in patch management, testing and installation of software upgrades issued by the OEM/vendors from time to time.

Software Change management:

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a) Making enhancements / modifications to the application including web-portal arising from changes in legislation or regulations or change in user requirements or any other factors.

b) Any change to the application from the System Requirements specification document agreed and signed-off by the Department. The Successful Bidder is expected to adopt the relevant procedures, protocols and standards of a mature Software Development Life Cycle (SDLC) including (but not limited to) the following for any enhancement / amendment done to the application during the course of the Project.

    i. Feasibility study / Proposal for change
    ii. Requirement study
    iii. Design
    iv. Development
    v. Unit and Integration testing
    vi. User acceptance testing
    vii. Pilot launch
    viii. Incorporation of changes from pilot rollout
    ix. State-wide rollout

c) Before proceeding to the next phase, the Successful Bidder shall ensure that formal approval of the CET/TNeGA for deliverables (including documentation) is obtained.

d) Even for enhancements/amendments to the application, the Successful Bidder will be required to prepare all documentation applicable as otherwise done for the Application as per industry standards. This includes but not limited to

- Change request logs
- Design documents
- Test documents

e) Preparing at-least the following documentation as per industry standards at the implementation Stage:

    i. Software installation guide
    ii. Application release documents
    iii. User manuals & Training manuals
    iv. Detailed documentation of any changes to the application including proposed changes, impact to the system in terms of

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functional outcomes/additional features added to the system etc.

All documentation should incorporate necessary version control mechanism.

10.1.10   Software Documentation

An indicative list of documents to be developed and maintained by the Successful Bidder is mentioned with various activities above. All documentation should be prepared as per latest industry standards and should incorporate necessary version control mechanism.

10.1.11   Payment Gateway and SMS Gateway

The proposed application should have full-fledged interface which should be able to interact with the payment and SMS gateways for the user departments.

Any applicable transaction charges for making SMS based services shall however be payable by the Department and need not be accounted for in the Total Contract value of this Project. Any transaction charges should be payable in Indian Rupees only. The contracts that the Successful Bidder does with SMS gateway provider should be structured in a manner to allow the transaction charges (Indian Rupees Only) to be paid directly by Department, to the Provider. However if the contract with SMS gateway provider require any transactional charges to be paid by the Successful Bidder, the same will be reimbursed to the Successful Bidder by the Department. The systems deployed by the Successful Bidder should be able to provide logs of the transactions done and charges paid. The Department will however reserve the right to negotiate and examine the rate contracts of the Successful Bidder with the gateway providers.

10.1.12   Integration with other departments

The proposed system will be integrated eventually with various external departments. So the system should be designed individual loosely coupled

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servicing model with web services and can enable integration with minimum efforts.

10.1.13   User Interface Requirements

a) The portal should in **bilingual** (Tamil, English) and mobile friendly

b) The site will be best viewed with minimum 3 standard web browsers (IE, Firefox, and Chrome).

c) Web portal shall have single view of all contact and basic information related to Land Administration to all stakeholders including departments, citizens and others related agencies. The basic information related to Land Administration department shall be updated on regular basis whenever required using content management system.

d) All interface/pages performing similar functionality will have consistent look and feel. Appropriate titles will be given to each page. The titles will specify the functionality of the Page.

e) Access to the functionality of the application will be controlled based on the user type.

f) Navigation facilities will be provided to navigate from one page to another page with minimum number of clicks.

10.1.14   Administration / User Management

The Administration module is the core for the entire application which enables the system administrator to create the user, their roles and access control list, manages the master data, configures the application for the business.

User management function shall provide the functionality to define, add, modify and delete user/permissions to the systems. Also, the system administrator shall monitor the activities of each user.

a) The system must allow the user to create / update / soft-delete user and user profile.
b) The system must allow the user to limit access to cases to specified users or user groups.

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c) The system should provide for role-based control for the functionality within the system.

d) The system must allow only admin-users to set up user profiles and allocate users to groups.

e) The system must allow changes to security attributes for groups or users (such as access rights, security level, privileges, password allocation and management) to be made only by super-user.

f) System should allow the user to access only those functionalities that he/she is authorized to access.

g) System should allow a maximum of three attempts to login in case of failed to login. This should be followed by a period of non-access.

h) System should allow the user to regenerate a lost password/reset password with set of hint questions.

i) System should allow creation of new users, transfer of postings for existing users and any other actions that affect their authentication and authorization settings.

j) System should allow changes in roles/ authorization with the transfer / promotions.

k) System should enable multi factor authentication (biometric based)

10.1.15   Configuration

This module includes support customization of different modules including work flow management, record level mapping / remapping of components, designing and scheduling different reports for different user levels etc. The configuration module is primarily to configure

a) Service Level Agreement for each service and its processes

b) Escalation matrix, if any

c) Configuration of Nodal officers

d) Workflow management

e) All the variable items that can be set for the entire system

f) Dynamic parameters for reports like label and their values

g) Run time inputs values for expressions etc.,

10.1.16   Content Management

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The successful bidder should provide a content management module that will support the Department users to create, modify/edit, delete, verify and approve content for which they have access privilege. It is fully role based and there should be an audit log of all content that has modified. The files should be version controlled by the version control system (open source only).

10.1.17   Dashboard

Dashboards is an essential and primary component in the system, which notifies and alerts the users/ stakeholders regarding the issues, task items, pendency and help them to take effective decision making. Dashboard can be in a plug and play mode and can be customized according to the user's preference and choice.   Customizing groups and display items will be available to the users according to their credentials and access roles. The department users must get visually compelling and highly interactive access to data.

10.1.18   MIS Report

1. Multiple Reports has to be designed according to the stakeholders (Master list) and the users. It can be broadly classified into:
    a) Masters/ Services/ Stakeholders
    b) Transactions
    c) Pendency

2.The drill down reports should have atleast as many levels as the organization admin unit's levels.

3. The SI should finalise the requirements of MIS reports during the SRS phase in consultation with the CET and prepare the reports. Any additional reports as requested by the CET if arises, shall also be prepared within the same cost.

10.2 General (basic) Requirements

1. Technical changes must not involve any inconsistent data.
2. The portal should in **bilingual** (Tamil, English) including mobile version.

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3. Data reliability should be enforced. The critical data should be identified and it should be encrypted while transfer to other system or interface (should be decided by the Department and the Successful bidder)

4. Provide a single view of all contact and basic information to all stakeholders including departments, citizens, Successful Bidders and others related agencies.

5. Provide extensive reporting and management capabilities of activities and interactions with contacts.

6. To develop responsive web pages, as this ensures that the portal works well on any device irrespective of device platforms & browsers.

7. Provide a centralized system to onboard several citizen centric services provided by various departments / other government agencies.

8. Provide a system that can be easily modified and grown in the future without requiring extensive re-configuration or development.

9. Users shall be having access of the application via web and mobile interface to submit different service requests, make payments and download relevant documents.

10. To support the plug-ins for adding the new feature in the application

11. The Web Portal should satisfy the basic requirements standards as listed below:-
    a) Easy to use, intuitive, user friendly
    b) Have a clearly identified support and maintenance structure
    c) Have a clearly identified roadmap for future updates and development
    d) Come with detailed technical and functional specifications
    e) Well defined dashboard and customized reporting tools and systems

12. Technical changes must not involve any inconsistent data with MIS reporting features.

13. Extendibility of adding/removing any web services to the developed web portal must be flexible.

14. Develop re-usable modules while design and develop

15. Prepare proper use cases and based on that the test cases.

16. The use cases and test cases should be validated by both the parties with mutual agreement

17. The UAT should be with validated UAT test cases

Signature of the Bidder with Seal

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18. Entire system should comply with Unicode Standards.
19. Prepare training materials, Help Manual.

10.3 Non Functional Requirements

1. Bug fixes and updates to the asset or the underlying software stack.
2. Bidder is required to provide scheduled operations 24 hrs a day, 7 days a week, for the portal.
3. The bidder is required to provide 99% system availability uptime measured over a calendar month based on Service Hours of 24/7/365 for the core modules.
4. The bidder shall provide SLA metrics for database backup, recovery and maintenance.
5. The bidder shall support resolution times for reported incidents as follows:-
   a) Level 1 Severity - 4 hours
   b) Level 2 Severity - 8 hours
   c) Level 3 Severity - 16 hours
   d) Level 4 Severity - Next release

10.4 Security Audit

The security audit shall be carried out by the empanelled vendors of TNeGA. The successful bidder should clear the issues (Non-Conformity) reported by the IT security audit agency. After the compliance certificate issues by the IT security audit agency, the Web Portal will be deployed in the SDC cloud environment. The cost of Security Audit shall be paid by TNeGA.

The SSL to be obtained from ELCOT r/c vendor, the generation of CSR and other related activities pertaining to installation & maintenance of SSL certificate belongs to successful bidder. The payment for the procurement of SSL will be made by the concerned department i.e. CET.

10.5 Operation & Maintenance

The successful bidder should maintain the web portal for a period of 2 years after the free warranty period of 6 months. The scope of work for O&M

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consists of the comprehensive regular timely operations, maintenance, CR implementation, H/W and S/W installation & support, commissioning of H/W and S/W components, managing the system alerts & events, SSL implementation and maintenance, UIDAI license/key management support (if required) etc.,

Apart from the above the following detailed activities should be performed one or more times based on the requirement:

a) Bug fixes and updates to the asset or the underlying software stack.

b) Addition/Removal/Update of content (static or dynamic) or layers including its authoring; where content includes, but is not limited to: Web pages, Style sheets, Images, Audio, Video, Maps, Animation, Scripting, AJAX interfaces, Flash interfaces/content etc. and authoring includes but is not limited to: capturing, development, testing, processing etc.

c) Server side activities required for proper functioning, but not limited to: configuration, fine-tuning, optimization, scripting, and addition/deletion/updation of features for the applicable web server(s), application server(s), database server(s) etc.

d) Replacing any content (photos, videos, text etc.) derived from public domain with the official content as and when they are developed or made available for a given asset.

e) Feedback-based continuous improvement.

f) Identification of Preventive and corrective measures with the respect to the changes occurring.

g) Maintain a log for the operations being done which can be used for further action.

h) BCP management

10.6 IT Infrastructure

10.6.1   Infrastructure Set - up

1.The Successful Bidder shall be responsible for hosting the Web Portal (responsive) for CET. The hosting would be done on the TNSDC and bidder

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would be responsible for arranging all the necessary software (other than SDC and DR), licenses etc. for hosting the portal. The CET will buy the H/W and the successful bidder will support the installation, commissioning and other deployment activities with the OEMs and other stakeholders.

a) The proposed Hosting solution should be centralized on ASP (Application Service Provider) ALL Hosted Solution Model

b) Hosting must be done in Tamil Nadu only & the DR solution should also be covered.

c) The proposed portal solution should provide followings without compromising in the quality & performance of the services:
   i. High Reliability
   ii. High Availability (24*7*365) i.e. > 99% Server Uptime
   iii. High Scalability (500 concurrent users) with Load Balancing & Clustering as per the need.
   iv. High Performance (The proposed solution should work even in low bandwidth like 128 Kbps using dialup connection)
   v. It should not take more than 6 seconds for responding to the users

2.The Successful Bidder shall deploy commission and configure the Software, Servers and Networks for the staging and production environment. Also the environment should test before Go-Live by the successful Bidder. The Successful Bidder should support the content management and training activities. The bidder shall ensure that the deployment strategy and solution for portal/mobile solutions is vendor neutral and not specific to any hardware.

10.6.2   Hardware Specifications

The existing application is hosted at TNSDC with the below configuration;

Description	Application Server	Database Server
Server Model	HP DL 380G7 2U – Rack Server	HP DI 580G7 – 4U Rack Server
Processor	Intel Xenon Six Core Dual Processor @ 2.93 GHz Cache Memory 12MB	Intel Xenon Eight Core Dual Processor @ 2.0 GHz Cache Memory 24 MB

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RAM	64 GB	80 GB
Hard Disk	300X7=2100 GB	300X4=1200 GB

The successful bidder should evaluate the requirements and size the H/W and S/W, network, network bandwidth for hosting the application.

The successful Bidder should suggest if any additional hardware required in this regard with necessary supporting documents/reports. The requirement will be validated by TNeGA & department based on which the procurement will be done.

The successful bidder has to take care of the IT infrastructure for the development and UAT. The Production environment will be provided by CET in which the installation of S/W, configuration of servers and deployment etc., should be executed by the successful bidder.

10.7 Implementation Approach and Schedule

Implementation Timeline

Milestone	Timelines (in month)
Award of Contract (LOA)	T1
Provide performance Bank guarantee, signing of contract and issue of work order	T2=T1+7 days
SRS Sign off	T3= T2 + 15 days
Development	T4= T3 + 2 Months
UAT Sign Off & Security Audit completion	T5= T4 + 1 Month
Training, Pilot Roll out & Go-Live	T6=T5 + 15 days
free warranty	T7= T6 + 12 Months
Operations and Maintenance	T 8= T7 + 24 Months

Note:Penalty/Liquidated damages will be levied for any delay as per clause. 7.12.

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10.8   Monitoring and Evaluation

a) Monitoring is defined as the regular collection of information to asses progress in the implementation of the workplan and evaluation as the periodic collection of information to assess progress in changing the practices and well being of target users. Monitoring will be done during project development, roll out and post implementation as well. The project and progrman management team will be responsible for monitoring of the project and evaluation of the outcomes of the project.

b) The evaluation study can be conducted by the team and output will be measured against the goals for accessing the effectiveness of the project.The evaluation results will be made available to all the stakeholders of the project,especially the decision makers.

c) At the time of finalising the plan for the project the successful bidder should propose the mechanism for measuring the values for the SLA parametres and get apporval from the Department. For the SLA monitoring, the data should be captured and reported on weekly basis to the Department without any reminder to the succesful bidder by the Department.

10.9 Deliverables

The selected agency shall deliver the following:

i.   Project Plan and Schedule along with Project implementation timeline
ii.   Requirement Traceability matrix with network diagram
iii. WBS
iv. Software Requirement Specifications (SRS)
v.   Design Documents
vi. Solution method and approach
vii. Customized dashboard and MIS Reports
viii. User Manuals, Help files, training materials and Trainings
ix. Backup, restore procedure
x.   SOP (Standard Operating Procedures) for O&M

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xi. Deployment Architecture diagram
xii. Test Cases and Test reports
xiii. Source code (complete source code with versions and latest version used in the Go-Live system)
xiv. Minutes of Meeting
xv. Task 3 – Providing facilitation for placements by coordinating job seekers and job providers.

Milestone Deliverable Matrix

Sl. No.	Mile Stone	Deliverable(s)	Approval/Sign-off authority
1	SRS	SRS document, Use Cases, Test Cases & CRs	CET and TNeGA
2	Design	Design Documents, Updated Plans, updated SRS & CRs	CET and TNeGA
3	Development	Unit report, CRs & latest Source code version	CET and TNeGA
4	System Testing(including Integration)	Test report, Action taken Report on Issues & CRs	CET and TNeGA
5	UAT sign off	UAT report, Action Taken Report on Issues & CRs	CET and TNeGA
6	Security Audit	Audit Report & Certificate	CET and TNeGA
7	Training	Training materials, Participation list & Feedback form	CET and TNeGA
8	Implementation and Pilot	Server Logs for successful deployment and configuration, Screen shots of the portal, reports from the Live system and Source code of entire system (latest version deployed in the Go-Live system)	CET and TNeGA
10	Free Warranty Support	Bug fixing report, system Tuning report & Patch update	CET and TNeGA
12	O&M	Incident and resolution report, Support personnel attendance if required (in case of T&M payments),SLA compliance report, CRs, support to "Help Desk" details report, Monthly	CET and TNeGA

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		task completion report	

10.10   SLA Monitoring and Warranty

10.10.1 Service Level Agreement

a) The Web Portal should be developed, deployed and hosted at the central server. Necessary application level support should be mainly at the server side. However, client level support shall be required when the issues are reported by department.

b) The successful bidder shall ensure system uptime more than 99%. The uptime will be monitored on a quarterly basis.

c) The initial contract is for a period of 40 months (4 months for development, 12 months as free warranty and 24 months for O&M support). The SLA will be monitored during this period.

d) The onsite support persons shall handle the service calls and comply with the SLA. Any bugs or errors beyond the level of onsite support, the service shall be escalated to the back office team for rectification.

e) The successful bidder will maintain logs for the entire contract period.

Sl. No.	Service	Expected service Level target	Penalty
1	System support - System Availability	99% uptime	a) 95% to 98.99%: 1% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount. b) Less than 95%: 2% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount. c) Beyond 10% penalty for the milestone, the Department may take a decision as per the exit clause.

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2	Concurrent users	500	a) For < 500 and > 350 concurrent users: 1% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount. b) For < 350 concurrent users: 2% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount. c) Beyond 10% penalty for the milestone, the Department may take a decision as per the exit clause.
3	Response Time for the Forms in Application	1 second	a. For < 1.00 second: No penalty b. For > 1.00 sec and < 2.00 seconds: 1% of milestone payment amount for every week from the data of SL slippage with a cap of 5% of milestone amount c. For > 2.00 seconds: 2% of milestone payment amount for every week from the data of SL slippage with a cap of 10% of milestone amount
4	Registration of Job Seekers, Job Providers and Placements		Every year the target may be; 1. Registering 10,000 Employers in the first year in addition to 5000 employers in the consequent two years ie 1st year 10000, 2nd year 15000 and 3rd year 20000. 2. Placing 50,000 job seekers in the 1st year in addition to 25,000 job seekers in the consequent two years ie 1st year 50000, 2nd year 75000 and 3rd year 100000. 3. Providing career counselling to total of 1lakh candidates by having one to one interaction. 4. Already placed candidates or candidates placed through other agencies should not be

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| | | | accounted for placement in the portal. |
| | | | 5. This is cost free domain as it is registered as "gov.in" and hence the services are given free of cost. The agency should not collect any amount from the employers or from the job seekers. |

10.10.2 Warranty

Free Warranty should be covered for the duration of 12 months from date of Go-Live.

11   Change Request

All change requests that may be required for any reason by the Department shall be made in accordance with the procedures to be established by the Department in this regard. The Bidder shall ensure nil downtime of software, prompt execution of customization and enhancement requirements, version control mechanism and also to develop smooth upgrades and version changes, ongoing training and feedback mechanism. Change requests shall be considered only up to 25% of the contract value for any increase in scope of work. For finalizing the cost implications of the change requests, rates specified in the price discovery of the price bid format will be considered.

12   Intellectual Property Rights (IPR)

The ownership and IPR of the deliverables made under this Contract would always rest with CET. The ownership and IPR of the Proprietary tools and/or other tools used by the successful bidder or third party or parties for the purpose of making the deliverables would always rest with the respective parties. The successful bidder would disclose such tools to be used under this Contract to CET.

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13   Review and Monitoring

The successful bidder should be accountable to CET for successful implementation of the Web Portal. TNeGA/ CET will hold scheduled review meeting and the Successful Bidder should report the progress to CET and adhere to the decisions made during the review meeting.

14   Exit Clause

At the time of expiry of contract period, as per the contract between the parties, the successful bidder should ensure a complete knowledge transfer to the new professional replacing them within a period of 2 weeks. The successful bidder at the time of exit process will supply the following.
   a) All information relating to the work rendered
   b) Project data and confidential information
   c) All other information including but not limited to documents, records and agreements relating to the services reasonably necessary to CET or any other agency identified to carryout due diligence in order to transition the provision of services to CET or any other agency identified.
   d) All properties provided by CET shall be returned.
   e) Before the date of exit, the successful bidder shall deliver to CET all new and updated deliverables and shall not retain any copy thereof.

15   Post Contract Condition

After successful completion of 12 months warranty period, paid maintenance support should be provided by the successful bidder.

16   Payment Terms

   a) No advance payment will be paid. Stage-wise payment will be released based on the milestone deliverables completed and approved by CET.
   b) For Task 1 (Integrating various portals of Employment & Training department with Single Sign On) and Task 2 (Development and implementations of Career / Skill Assessment and Career Guidance

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Module), the payment will be released in stages on achieving the following milestones.

S. No	Milestone	% of Total Fee	Basis of Approval
I	**Software Development Cost (R1)**		
1	SRS Sign Off	15%	On approval of CET & TNeGA
2	a) UAT Sign off and b) Security Audit clearance	40%	On approval of CET & TNeGA Copy of Security and Performance Testing Certification
3	Training & Pilot Roll out	10%	On approval of CET & TNeGA
4	Go-Live	20%	On approval of CET & TNeGA
5	On completion of Free warranty period of 12 months	10%	On approval of CET & TNeGA
	Sub-Total for Software Development Cost	95%	
II	**Operations and Maintenance Cost (R2)**		
1	O&M cost for 2 years (after Go-Live and completion of free warranty period of 12 months from Go-Live)		On approval of CET & TNeGA, amount will be paid in equal instalments after completion of every quarter

c) 5% of the software development cost (R1) will be paid after successful completion of O&M period of 2 years and exit management as specified in the exit clause in the RFP.

d) Payment for Task 3 – Providing facilitation for placements by coordinating job seekers and job providers (R3) will be made annually

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based on the SLA Cl.10.11.1-S.No.4. The cost has to furnish the cost per annum towards Task 3: Providing facilitation for placements by coordinating job seekers and job providers.

e) Any payment due to the successful bidder will be released within 30 days from the date of receipt of bills along with acceptance from CET/ TNeGA.

f) The TDS amount, Penalty if any, will be deducted from the payment of successful bidder.

g) The Taxes as applicable during the contract period as specified in the Tender will be paid by TNeGA. In case, the Taxes have been reduced retrospectively, the successful bidder shall be liable to return the same to TNeGA.

h) The successful bidder shall have full and exclusive liability for payment of all Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc., now or hereafter imposed to the respective statutory authorities. TNeGA/ CET will not be responsible or liable for default on payment of axes to the statutory authorities.

Operation & Maintenance

Based on the satisfactory report from the department, the quarterly payment shall be made to the successful bidder.

17   Knowledge Transfer

TNeGA may decide to have mixed set of in-house/Other Vendor and Vendor's resources for sustainable good quality of software development and Vendor should be agreeable to work under this setup and should agree to transfer necessary knowledge and skills to TNeGA/Government Department personnel/Other vendor identified by TNeGA such as –

Functional Specifications,
Technical specifications,
Integration specifications,
Application architecture / design,
Integration architecture / design,

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Test Cases document (for CIT / SIT & UAT), Deployment guide on infrastructure servers and Release notes are mandatory deliverables apart from Source code & Build guides.

The Knowledge Transfer mentioned above is applicable during the EXIT of the Software Developer at the end of Contract Period/ Terminated by TNeGA during contract due to any reason thereof.

Sign and Seal

The Bidder should sign and affix seal in every page of the RFP Document and the completely signed

Tender Documents should be submitted in respective covers without fail.

I/We _____ have gone through the terms and conditions and will abide by them as laid down above.

Bidder Name   :

Signature   :

Authority Name   :

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APPENDIX-I

Letter of Undertaking

To

Chief Executive Officer,
Tamil Nadu e-Governance Agency,
807, P.T.Lee.Chengalvarayan Naicker Malagai,
Anna Salai, Chennai - 600 002.

Sir,

Sub: Undertaking for participating in **Selection of Online Self Assessment , Skill Assessment and Career Guidance Suggestion Partner (SASACGP) for Commissionerate of Employment & Training to Improve the Employability of the Youth in Tamil Nadu** -Reg.

Ref: Tender Ref. TNeGA/OT/EMPTRN/2018-19

I/We do hereby tender for the **Selection of Online Self Assessment , Skill Assessment and Career Guidance Suggestion Partner (SASACGP) for Commissionerate of Employment & Training to Improve the Employability of the Youth in Tamil Nadu** in accordance with the Terms and Conditions of this Tender Document.

   I/We have examined the details of the tender and have carefully noted the conditions of contract and the specification with all the stipulations of which I/We agree to comply. I/We hereby undertake to complete the assigned **Online Self Assessment , Skill Assessment and Career Guidance Suggestion Partner (SASACGP) for Commissionerate of Employment & Training to Improve the Employability of the Youth in Tamil Nadu** as per tender schedule from the date of communication of acceptance of my/our tender.

I/We further agree that the acceptance of this tender shall result in a valid and concluded contract binding on me/us the terms whereof shall be taken

Signature of the Bidder with Seal

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to be those mentioned in the form of agreement here to annexed notwithstanding the non-execution of the said agreement.

I/We hereby declare that I/We agree to do the various acts, deeds and things referred to herein including the condition relating to non-withdrawal of this tender above set out in consideration of the TNeGA and considering this my/our tender.

I/We --- hereby confirm that our Company was not blacklisted by any State Government/ Central Government/ Public Sector Undertakings during the last three years. We also hereby confirm that our EMD/SD was not forfeited by any State Government / Central Government / Public Sector Undertakings during the last three years due to our non-performance, non-compliance with the tender conditions etc.

I/We -- hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

I/We _____ certify that we are liable and responsible for any disputes arising out of Intellectual Property Rights.

Note:
1) Declaration in the company's letter head should be submitted as per format given above

   2) If the bidding firm has been blacklisted by any State Government/ Central Government/ Public Sector Undertakings earlier, then the details should be provided.

Signature of the Bidder with Seal

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APPENDIX II:

Bank Guarantee Format

(To be executed in Rs.100/- Stamp Paper)

To
Chief Executive Officer,
Tamil Nadu e-Governance Agency,
807, P.T.Lee.Chengalvarayan Naicker Malagai,
Anna Salai, Chennai - 600 002.
Contact No: 044-28521112

Bank Guarantee No:
Amount of Guarantee:
Guarantee covers from:
Last date for lodgement of claim:

This Deed of Guarantee executed by ……………….. (Bankers Name & Address) having our Head Office at …………………..(address) (hereinafter referred to as "the Bank") in favour of CEO, Tamil Nadu e-Governance Agency, registered under Societies Act and wholly owned by Government of Tamil Nadu and having its Registered office at 807, P.T.Lee.Chengalvarayan Naicker Malagai,
Anna Salai, Chennai - 600 002.

(hereinafter referred to as "the Beneficiary") for an amount not exceeding Rs._____/- (Rupees _____ Only) as per the request of M/s. _____ having its office address at _____ (hereinafter referred to as "Successful Bidder") against Letter of Acceptance reference _____ dated //_____ of M/s. Tamil Nadu e-Governance Agency. This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs._____/- (Rupees _____ Only) and the guarantee shall remain in full force upto ____ months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before ____ months from the date of Bank Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the Successful Bidder shall furnish you with a Bank Guarantee by a Scheduled / Nationalised Bank for the sum specified therein as security for compliance with the Successful Bidder performance obligations for a period in accordance with the contract.

Signature of the Bidder with Seal

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AND WHEREAS we have agreed to give the Successful Bidder a Guarantee.

THEREFORE, we (Bankers address)……………., hereby affirm that we are Guarantors and responsible to you on behalf of the Successful Bidder up to a total of Rs._____/- (Rupees _____ Only) and we undertake to pay you, upon your first written demand declaring the Successful Bidder to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs._____/- (Rupees _____ Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever raised by the Successful Bidder.

This Guarantee is valid until _____ months from the date of Bank Guarantee.

Notwithstanding, anything contained herein, our liability under this guarantee shall not exceed Rs._____/- (Rupees _____ Only). This Bank Guarantee shall be valid up to months from the date of Bank guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before_____.

In witness whereof the Bank, through its authorized Officer, has set its, hand and stamp on this……………………………..at ……………………………….

Witness:

(Signature)

(Name in Block Letters)

Signature of the Bidder with Seal

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APPENDIX-III Model Form of Contract

(To be executed on a Rs. 100/- Non-Judicial Stamp Paper bought in Tamil Nadu by the Successful Bidder)

(NO FIGURES IN NUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER)

This CONTRACT is made at Chennai on the.......... day of 2018

BETWEEN

Tamil Nadu e-Governance Agency, registered under the Tamil Nadu Societies Registration Act 1975 and having its Registered Office at 807, P.T.Lee.Chengalvarayan Naicker Malagai, Anna Salai, Chennai - 600 002 , being the Service recipient (hereinafter referred to as "TNeGA" which expression shall unless repugnant to the context mean and include its successors and assigns) on Behalf of Labour Department, Government of Tamil Nadu of the FIRST PART.

AND

……………………., a partnership firm represented herein by …………………., aged ….years and having its Registered office at ………………………………………….(hereinafter referred to as "Successful Bidder" which expression shall unless repugnant to the context mean and include its successors and assigns) of the SECOND PART.

Whereas, TNeGA invited a tender vide **Tender Ref: TNeGA/OT/EMPTRN/2018-19** for selecting suitable **Online Self Assessment , Skill Assessment and Career Guidance Suggestion Partner (SASACGP) for Commissionerate of Employment & Training to Improve the Employability of the Youth in Tamil Nadu** as per the Scope of Work Clause 9.4 & 10 prescribed in the Tender document.

Whereas TNeGA and the Successful Bidder in pursuance thereof have arrived

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at the following terms and conditions.

NOW THEREFORE

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

1) Purpose

The purpose of this Agreement is to maintain in confidence the various Confidential Information, which is provided between TNeGA and System Integrator to perform the considerations (hereinafter called "Purpose") set forth in below:

RFP for **Selection of Online Self Assessment, Skill Assessment and Career Guidance Suggestion Partner (SASACGP) for Commissionerate of Employment & Training to Improve the Employability of the Youth in Tamil Nadu**

2) Definition

For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or

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confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Successful Bidder in violation of this Agreement)

(ii) is lawfully acquired by the Successful Bidder from an independent source having no obligation to maintain the confidentiality of such information

(iii) was known to the Successful Bidder prior to its disclosure under this Agreement

(iv) was or is independently developed by the Successful Bidder without breach of this Agreement

(or)

(v) is required to be disclosed by governmental or judicial order, in which case Successful Bidder shall give the TNeGA prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the TNeGA to seek a protective order or other appropriate remedy at TNeGA's sole costs.

Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

3) No Licenses

This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting

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or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

4) Disclosure

1. Successful Bidder agrees and undertakes that it shall not, without first obtaining the written consent of the TNeGA, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.

2. The Successful Bidder shall use the same degree of care and protection to protect the Confidential Information received by it from the TNeGA as it uses to protect its own Confidential Information of a like nature, and in no event

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such degree of care and protection shall be of less than a reasonable degree of care.

3.The TNeGA shall not be in any way responsible for any decisions or commitments made by Successful Bidder in relying on the TNeGA's Confidential Information.

5) Return Or Destruction Of Confidential Information

The parties agree that upon termination/expiry of this Agreement or at any time during its currency, at the request of the TNeGA, the Successful Bidder shall promptly deliver to the TNeGA the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Successful Bidder or its Affiliates or Directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

6) Independent Development and Residuals

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Successful Bidder from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Successful Bidder does not violate any of its obligations under this Agreement in connection with such development.

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7) Injunctive Relief

The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

8) Non-Waiver

No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

9) This Contract shall remain in force during the Contract period of **34** months as per the Deliverables and Scope of work from the date of signing of this contract. TNeGA may renew/extend the contract for a further period as may be agreed between the parties.

10) The Successful Bidder agrees to deliver the services as per the scope indicated in the Tender Scope of Work Clause 9.4 & 10 of this Tender within the stipulated period prescribed by TNeGA at the cost arrived at in the PRICE BID. This cost is firm and not subject to enhancement.

11) The Contract or any part share of interest in it shall not be transferred or assigned by the Successful Bidder directly or indirectly to any person or persons whomsoever without the prior written consent of TNeGA.

12) Neither TNeGA nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:

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a) Natural phenomena including but not limited to earthquakes, floods and epidemics.
b) Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared.
c) Accidents or disruptions including, but not limited to fire and explosions.

13) The RFP document in relation with this RFP shall be deemed to form and be read and construed as part of this Contract. The Tender enclosures, the offer submitted by the Successful Bidder, the finalized Terms and Conditions and the LoA/Work Order respectively will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the RFP document, the final negotiated offer conditions shall prevail over the tender conditions furnished by the Successful Bidder.

14) Liquidated Damages (LD)

i) The Bidder must strictly adhere to the implementation schedule, specified in the work order issued by TNeGA to the successful Bidder for performance of the obligations arising out of the Work order and any delay will enable TNeGA to resort to any or both of the following:

a) Claim liquidated damages at 1.0% of the Current Order Value for delayed performance per week of such delay and the Maximum LD applicable is 10%. However LD clause will not be applicable if the delay is not due to issues related to the vendor.

b) In case of the termination of the work order by TNeGA due to non-performance of the obligations arising out of the work order, the Earnest Money Deposit / Security Deposit will be forfeited.

ii) In addition, TNeGA reserves the right to award the work to any other party / parties and the loss / expenses incurred thereafter will be recovered from the Successful Bidder.

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iii) Penalty will be levied if the Assigned work has not been completed in full within the stipulated period subject to Force Majeure conditions.

iv) The Tender Schedule enclosures, the detailed final offer of the Successful Bidder and the LoA/Work Order will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the work order, the latter shall prevail over the offer conditions furnished by the Successful Bidder.

v) Notwithstanding anything contained in the penalty clause, TNeGA reserves the right to blacklist the Successful Bidder from taking part in any of the procurement operations of TNeGA for a minimum period of three years from the date of blacklisting for failure to carry out supply in time or according to the quality and quantity prescribed or any such similar reasons. This penalty shall be over and above all other penalties. Such bidders would be automatically banned for 3 years from taking part in TNeGA's Tenders. As mentioned in the RFP Document in Clause 7.12.

15) Service Level Agreement

a) The Web Portal should be developed, deployed and hosted at the central server. Necessary application level support should be mainly at the server side. However, client level support shall be required when the issues are reported by department.

b) The successful bidder shall ensure system uptime more than 99%. The uptime will be monitored on a quarterly basis.

c) The initial contract is for a period of 36 months (4 months for development, 20 months as free warranty and 12 months for O&M support). The SLA will be monitored during this period.

d) The onsite support persons shall handle the service calls and comply with the SLA. Any bugs or errors beyond the level of onsite support, the service shall be escalated to the back office team for rectification.

e) The successful bidder will maintain logs for the entire contract period.

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Sl. No.	Service	Expected service Level target	Penalty
1	System support - System Availability	99% uptime	d) 95% to 98.99%: 1% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount. e) Less than 95%: 2% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount. f) Beyond 10% penalty for the milestone, the Department may take a decision as per the exit clause.
2	Concurrent users	500	d) For < 500 and > 350 concurrent users: 1% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount. e) For < 350 concurrent users: 2% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount. f) Beyond 10% penalty for the milestone, the Department may take a decision as per the exit clause.
3	Response Time for the Forms in Application	1 second	a. For < 1.00 second: No penalty b. For > 1.00 sec and < 2.00 seconds: 1% of milestone payment amount for every week from the data of SL slippage with a cap of 5% of milestone amount c. For > 2.00 seconds: 2% of milestone payment amount for

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			every week from the data of SL slippage with a cap of 10% of milestone amount
4	Registration of Job Seekers, Job Providers and Placements		Every year the target may be; 1. Registering 10,000 Employers in the first year in addition to 5000 employers in the consequent two years ie 1st year 10000, 2nd year 15000 and 3rd year 20000. 2. Placing 50,000 job seekers in the 1st year in addition to 25,000 job seekers in the consequent two years ie 1st year 50000, 2nd year 75000 and 3rd year 100000. 3. Providing career counselling to total of 1lakh candidates by having one to one interaction. 4. Already placed candidates or candidates placed through other agencies should not be accounted for placement in the portal. 5. This is cost free domain as it is registered as "gov.in" and hence the services are given free of cost. The agency should not collect any amount from the employers or from the job seekers.

16) Milestones & Deliverables

The selected agency shall deliver the following:

   i. Project Plan and Schedule along with Project implementation timeline
   ii. Requirement Traceability matrix with network diagram
   iii. WBS

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iv. Software Requirement Specifications (SRS)
v. Design Documents
vi. Solution method and approach
vii. Customized dashboard and MIS Reports
viii. User Manuals, Help files, training materials and Trainings
ix. Backup, restore procedure
x. SOP (Standard Operating Procedures) for O&M
xi. Deployment Architecture diagram
xii. Test Cases and Test reports
xiii. Source code (complete source code with versions and latest version used in the Go-Live system)
xiv. Minutes of Meeting
xv. Task -3: Providing facilitation for placements by coordinating job seekers and job providers

Milestone Deliverable Matrix

Sl. No.	Mile Stone	Deliverable(s)	Approval/Sign-off authority
1	SRS	SRS document, Use Cases, Test Cases & CRs	TNeGA and CET
2	Design	Design Documents, Updated Plans, updated SRS & CRs	TNeGA and CET
3	Development	Unit report, CRs & latest Source code version	TNeGA and CET
4	System Testing(including Integration)	Test report, Action taken Report on Issues & CRs	TNeGA and CET
5	UAT sign off	UAT report, Action Taken Report on Issues & CRs	TNeGA and CET
6	Security Audit	Audit Report & Certificate	TNeGA and CET
7	Training	Training materials, Participation list & Feedback form	TNeGA and CET
8	Implementation and Pilot	Server Logs for successful deployment and configuration, Screen shots of the portal, reports from the Live system and	TNeGA and CET

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		Source code of entire system (latest version deployed in the Go-Live system)	
10	Free Warranty Support	Bug fixing report, system Tuning report & Patch update	TNeGA and CET
12	O&M	Incident and resolution report, Support personnel attendance if required (in case of T&M payments),SLA compliance report, CRs, support to "Help Desk" details report, Monthly task completion report	TNeGA and CET

Implementation Timeline

Milestone	Timelines (in month)
Award of Contract (LOA)	T1
Provide performance Bank guarantee, signing of contract and issue of work order	T2=T1+7 days
SRS Sign off	T3= T2 + 15 days
Development	T4= T3 + 2 Months
UAT Sign Off , SSL implementation & Security Audit completion	T5= T4 + 1 Month
Training, Pilot Roll out & Go-Live	T6=T5 + 15 days
free warranty	T7= T6 +12 Months
Operations and Maintenance	T 8= T7 + 24 Months

Note:Penalty/Liquidated damages will be levied for any delay as per clause. 7.12.

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17) Payment Terms

a) No advance payment will be paid. Stage-wise payment will be released based on the milestone deliverables completed and approved by CET.

b) For Task 1 (Integrating various portals of Employment & Training department with Single Sign On) and Task 2 (Development and implementations of Career / Skill Assessment and Career Guidance Module), the payment will be released in stages on achieving the following milestones.

S. No	Milestone	% of Total Fee	Basis of Approval
I	**Software Development Cost (R1)**		
1	SRS Sign Off	15%	On approval of CET & TNeGA
2	i) UAT Sign off and j) Security Audit clearance	40%	On approval of CET & TNeGA Copy of Security and Performance Testing Certification
3	Training & Pilot Roll out	10%	On approval of CET & TNeGA
4	Go-Live	20%	On approval of CET & TNeGA
5	On completion of Free warranty period of 12 months	10%	On approval of CET & TNeGA
	Sub-Total for Software Development Cost	95%	
II	**Operations and Maintenance Cost (R2)**		
1	O&M cost for 2 years (after Go-Live and completion of free warranty period of 12 months from Go-Live)		On approval of CET & TNeGA, amount will be paid in equal instalments after completion of every quarter

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c) 5% of the software development cost (R1) will be paid after successful completion of O&M period of 2 years and exit management as specified in the exit clause in the RFP.

d) Payment for Task 3 – Providing facilitation for placements by coordinating job seekers and job providers (R3) will be made annually based on the SLA Cl.10.11.1-S.No.4. The cost has to furnish the cost per annum towards Task 3: Providing facilitation for placements by coordinating job seekers and job providers.

e) Any payment due to the successful bidder will be released within 30 days from the date of receipt of bills along with acceptance from CET/ TNeGA.

f) The TDS amount, Penalty if any, will be deducted from the payment of successful bidder.

g) The Taxes as applicable during the contract period as specified in the Tender will be paid by TNeGA. In case, the Taxes have been reduced retrospectively, the successful bidder shall be liable to return the same to TNeGA.

h) The successful bidder shall have full and exclusive liability for payment of all Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc., now or hereafter imposed to the respective statutory authorities. TNeGA/ CET will not be responsible or liable for default on payment of axes to the statutory authorities.

i) Payment will be processed only after receipt of the Invoices from the Bidder.

j) All taxes and other levies imposed by Governments of India will be paid at actual as applicable.

k) **Income Tax:** As per the Income Tax Act and Rules, Income Tax, Surcharge, Educational Cess etc., and any other appropriate levy to Govt. as may be notified from time to time will be deducted from each bill towards Income Tax Deducted at Source (TDS).

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l) The Successful Bidder hereby agrees to get the refund of incentive and pay back to TNeGA such incentive, if the Government or any other appropriate agency reduces the Excise duty or Service/Sales tax or give incentive of any type retrospectively after releasing the Payment. Failing which action will be taken to recover the above referred amount from the Successful Bidder under the Revenue Recovery Act or any other relevant act.

m) Penalty amount if any will be adjusted in the payment due to the Successful Bidder.

n) All Payments shall be made in Indian Rupees Only

o) The TDS amount, Penalty if any, will be deducted in the payment due to the successful bidder.

p) The Taxes as applicable during the contract period as specified in the Tender will be paid by Department. In case, the Taxes have been reduced retrospectively, the successful bidder shall be liable to return the same to Department.

q) The successful bidder shall have full and exclusive liability for payment of all Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc now or hereafter imposed to the respective statutory authorities. The Department will not be responsible or liable for default on payment of axes to the statutory authorities.

r) **Free Warranty** should be covered for the duration of 12 months from date of Go live.

s) **Operation & Maintenance** Based on the satisfactory report from the department, the quarterly payment shall be made to the successful bidder.

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18) The Successful Bidder shall be liable and / or responsible for the compliance of all Statutory Provisions, especially those relating to Labour Laws in respect of this Contract.

19) Any notice from one party to the other given or required to be given hereunder shall be given by either:

a) Mailing the same by registered mail, postage prepaid, return receipt requested; or

b) Having the same delivered by courier with receipt acknowledged at the address set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice shall be deemed to have been served if sent by post on the date when in the ordinary course of post, it would have been delivered at the addresses to which it was sent or if delivered by courier on the date of acknowledgement of receipt.

20) In case of breach of any of the conditions of the contract by the Successful Bidder during the contract period, TNeGA reserves the right to recover costs/liabilities arising directly due to such breach from the Successful Bidder.

21) Termination of Contract

21.1 Termination for Default

a) TNeGA may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of seven days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to complete any or all of the works within the time period(s) specified in the Contract, or fails to complete the items of work as per the Completion Schedule or within any extension thereof granted by TNeGA; or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the

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contract; or (iii) if the Successful Bidder, in the judgement of TNeGA, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

b) In the event of TNeGA terminating the Contract in whole or in part, TNeGA may procure the maintenance services upon terms and in such manner as it deems appropriate at the risk and cost of the successful bidder shall be liable to TNeGA for any additional costs for such similar services. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

21.2 Termination of Insolvency

TNeGA may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to TNeGA.

21.3 Termination of Convenience

TNeGA may by written Notice, with a Notice period of seven days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for TNeGA's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Successful Bidder is not entitled to any compensation whatsoever.

22) Any notice to the successful Bidder shall be deemed to be sufficiently served, if given or left in writing at their usual or last known place of abode or business.

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23) TNeGA reserves the right to cancel the order(s) and to terminate the contract in the event of short performance or non-performance of the Successful Bidder.

24) Arbitration and Jurisdiction

a. Except as otherwise provided elsewhere in the contract, if any dispute, different, question or disagreement arises between the parties hereto or their respective representatives or assigns, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the CEO, TNeGA.

b. If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the CEO, TNeGA. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.

c. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

d. It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.

e. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.

f. The venue of the arbitration shall be at Chennai and Language English.

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g. The fees of the arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.

h. Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

i. Subject to the above, the Courts in Chennai alone shall have jurisdiction in this matter.

25) Knowledge Transfer (KT)

TNeGA may decide to have mixed set of in-house/Other Vendor and Vendor's resources for sustainable good quality of software development and Vendor should be agreeable to work under this setup and should agree to transfer necessary knowledge and skills to TNeGA/Government Department personnel/Other vendor identified by TNeGA such as –

Functional Specifications,
Technical specifications,
Integration specifications,
Application architecture / design,
Integration architecture / design,
Test Cases document (for CIT / SIT & UAT),
Deployment guide on infrastructure servers, and
Release notes are mandatory deliverables apart from
Source code & Build guides.

The Knowledge Transfer mentioned above is applicable during the EXIT of the Successful Bidder at the end of Contract Period/ Terminated by TNeGA during contract due to any reason thereof.

In Witness whereof, TNeGA and Successful Bidder hereto have signed on the day, month and year above written in the presence of

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For and on behalf of Successful Bidder	For and on behalf of Tamil Nadu e-Governance Agency

Witness

Signature of the Bidder with Seal