



**GOVERNMENT OF TAMIL NADU**

**Request for Proposal for Selection of System Integrator to  
develop and maintain Skill management portal for  
Tamilnadu Skill Development Corporation(TNSDC)**

**Technical Bid Document**

**Tender Ref No: TNeGA/OT/TNSDC/2018-19**

Tamil Nadu e-Governance Agency  
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### **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**

AB	Assessing Bodies
DSC	Digital Signature Certificate
CET	Commissionerate of Employment & Training
ELCOT	Electronics Corporation of Tamilnadu
TNSDC	Tamilnadu Skill Development Corporation
TNeGA	Tamilnadu e-Governance Agency
TNCDW	Tamilnadu Corporation for Development of Women
EMD	Earnest Money Deposit
OEM	Original Equipment Manufacturer
BCP/DR	Business Continuity Planning/Disaster Recovery
SRS	Software Requirements Specification
IPR	Intellectual Property Rights
ISO	International Organisation for Standardisation
LD	Liquidated Damage
LoA	Letter of Acceptance
MIS	Management Information System
RFP	Request for Proposal
SCVT	State Council of Vocational Training
SD	Security Deposit
SDC	State Data Centre
SPOC	Single Point of Contact
SI	System Integrator
SSC	Sector Skill Council
GST	Goods and Services Tax
SLA	Service Level Agreement
TP	Training Provider
TC	Training Centre
PSU	Public Sector Undertaking
UAT	User Acceptance Testing

## Letter of Undertaking

To

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

Sir,

Sub: Undertaking for participating in **Selection of System Integrator to develop and maintain Skill management portal for Tamilnadu Skill Development Corporation (TNSDC)** - Reg.

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

I/We do hereby tender for the **Selection of System Integrator to develop and maintain Skill management portal for Tamilnadu Skill Development Corporation (TNSDC)** 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 **System Integrator to develop and maintain Skill management portal for Tamilnadu Skill Development Corporation (TNSDC)** 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.

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.



# 1. Introduction

## **TAMIL NADU SKILL DEVELOPMENT CORPORATION**

Tamil Nadu Skill Development Corporation is a non-profit, Section 25 Company under Companies Act in the year 2013 to address the skill gap requirement and to expand the ambit of its functions. Initially, it was formed as Tamil Nadu Skill Development Mission in 2009 and later converted as Society followed by incorporation as a Company under the Companies Act.

Tamil Nadu Skill Development Corporation is created with the objective to increase skilled manpower in Tamil Nadu so as to fulfill skill needs of industries there by attracting large investments to our State. The Vision 2023 document envisages training and skilling 20 Million persons by 2023. To achieve this objective, Government has taken pro-active measures to enhance the skilled work force in the state both quantitatively and qualitatively, thereby transforming the state into a Skill Hub of the country. This will ultimately attract investment to our state resulting in large scale employment generation benefiting youth.

The vision is to bring in a centralized system of selecting and monitoring skill training courses and Institutions besides tracking the trainees till they get employed. The Government has declared the Tamil Nadu Skill Development Corporation as a Nodal Agency for entire state in the year 2013. This ensured adopting common standard framework of programmes and fee structures, by which overlapping or duplication of efforts and wastage of resources will be avoided. This declaration helps in creating synergy among different departments engaged in skill development activities.

## **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".

**2. Tender Schedule**

1.	Tender inviting Authority, Designation and Address	Chief Executive Officer, Tamil Nadu e-Governance Agency, 807, P.T.Lee.ChengalvarayanNaickerMaaligai, Anna Salai, Chennai - 600 002. Tel No: +91-44-28521112
2.	A) Name of the Work	Development/Upgradation of existing TNSDC portal into multilingual integrated Skill Analytical tool & Governance System
	B) Tender Ref No.	<b>TNeGA/OT/TNSDC/2018-19</b>
3.	Earnest Money Deposit	Rs.50,000/- (Rupees Fifty Thousand only) should be paid through online mode.
4.	Contract Period	<b>48 Months(6 Months Development Phase + 6 Months Free Warranty period after go live + 3 years O&amp; M after free warranty period)</b>
5.	Tender Document	The Tender document can be downloaded from the URL <a href="https://www.tnega.tn.gov.in/https://tntenders.gov.in">https://www.tnega.tn.gov.in/https://tntenders.gov.in</a> <a href="http://www.tenders.tn.gov.in/">http://www.tenders.tn.gov.in/</a> at FREE OF COST.
6.	Mode of Submission	<b>e-Submission through</b> <a href="https://tntenders.gov.in">https://tntenders.gov.in</a> Bids cannot be submitted after the due date and time.
7.	Date and Place of Pre-Bid meeting	On <b>31/01/2019</b> @ 15.00 hrs at the address mentioned in Column (1) above.
8.	Due Date and Time for Bid Submission	On <b>12/02/2019</b> @ 17.00 hrs
9.	Date, Time and Place of Opening of Technical Bids	On <b>13/02/2019</b> @ 15.00 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.

### 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](mailto:tenders.tnega@gmail.com) & [tenders.tnega@tn.gov.in](mailto: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 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 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 “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 5 years as on 31.05.2018	(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 5 years of experience in Software development Operation and maintenance services for Central/ any State Government/Union Territory departments/PSUs/Private Organizations as on 31.10.2018	Copy of Order received from any Organization in India on or before 31.10.2015
4.1.3	The Bidder should have an average annual turnover of <b>Rs. 5(Five) Crores</b> in the last 3 Audited Financial years (2017-18, 2016-17 and 2015-16).	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 management software implementation anywhere in India	Relevant copies of Orders obtained and completion/ Satisfactorily Performance certificate/ final payment order for Project obtained from the customer.

Clause	Eligibility Conditions	Documentary Proof
	as on 31.10.2018.	
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 -2008 or higher Certified for adhering to Quality Management processes in providing its Services to clients	Valid ISO 9001 - 2008 or higher 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 any other unethical business practices as on the last date of bid submission.	Undertaking from the company secretary or the Authorized signatory

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 **Tamil Nadu Skill Development Corporation (TNSDC)** and **TNeGA** 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 Tamil Nadu Skill Development Corporation (TNSDC) and TNeGA 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 Marks
4.2.1	Organization Process should comply & certified by ISO 9001:2008 or higher	Firm hold valid ISO 9001:2008 or higher certificate as on date of submission of this bid  (Copy of valid certificate)	5
4.2.2	The Bidder should have successfully executed Software development Operation and maintenance services for Central/ any State Government/Union Territory departments/PSUs/ Private Organizations as on 31.10.2018	If total no. of Projects =5, Marks =15  If total no. of Projects <5, Marks will be on pro rata basis  (Copy of Work Order or contract agreement and completion certificate / satisfactory completion certificate/final Payment order)	15
4.2.3	The Bidder should have successfully executed Software projects related to Skill Development / employment & training /Online Skill Management for Central/ any State Government/Union Territory departments/PSUs/ Private Organizations as on 31.10.2018	If total no. of Projects =3, Marks =30 If total no. of Projects =2, Marks =20 If total no. of Projects =1, Marks =10  (Copy of Work Order or contract agreement and completion certificate / satisfactory completion certificate/final Payment order)	30
4.2.4	<b>Project Manager</b>  a. Should have MCA or B.Tech/B.E degree in Computer Science /Information Science/Electrical/Electronics/Any other discipline  b. Overall Experience of 10 years in software design, development, testing and implementation	Educational Qualification: 1 mark  Overall IT Experience >= 10 years, Marks =2  Project management experience >= 4 years, Marks = 1	5



Clause	Criteria/Sub Criteria	Marking System	Maximum Marks
	<p>c. At least 4 years of experience as a Project Manager in managing software applications.</p> <p>d. PMP/Prince 2 /Six sigma /ITIL certified.</p> <p>e. Local Language proficiency mandatory</p>	<p>Project Management Certification (PMP/Prince 2/Six Sigma/ITIL) = 1 mark</p> <p>For lesser experience, marks will be on pro-rata basis</p>	
4.2.5	<p><b>Technical Lead</b></p> <p>a. Should have MCA or B.Tech/B.E degree in Computer Science/Information Science/Electrical/Electronics/Any other discipline</p> <p>b. Overall Experience of 7 years in IT</p> <p>c. Experience of 4 years or more in IT Software design, development, testing and implementation.</p>	<p>Educational Qualifications: 1 mark</p> <p>Overall IT Experience &gt;= 7 years – 2 marks</p> <p>Relevant experience &gt;= 4 years – 2 marks</p> <p>For lesser experience, marks will be on pro-rata basis</p>	5
4.2.6	<p><b>Software developer</b></p> <p>a. Should have MCA or B.Tech/B.E degree in Computer Science /Information Science/Electrical/Electronics/Any other discipline</p> <p>b. Overall Experience of 4 years in IT</p> <p>c. Experience of 3 years or more in IT Software design, development, testing and implementation.</p>	<p>Educational Qualifications: 1 mark</p> <p>Overall IT Experience &gt;= 4 years – 2 marks</p> <p>Relevant Experience &gt;= 3 years – 2 marks</p> <p>For lesser experience, marks will be on pro-rata basis</p>	5
4.2.7	<p><b>Quality Engineer</b></p> <p>a. Should have MCA or B.Tech/B.E degree in Computer Science /Information Science/Electrical/Electronics/Any other discipline</p>	<p>Educational Qualifications: 1 mark</p> <p>Overall IT experience &gt;= 4 years – 2 marks</p> <p>Relevant experience &gt;= 3 years – 2 marks</p>	5

Clause	Criteria/Sub Criteria	Marking System	Maximum Marks
	b. Overall Experience of 4 years in IT c. Experience of 3 years or more in Software testing	For lesser experience, marks will be on pro-rata basis	

### 4.3 Technical Presentation (With Screen Shots/URLs)

Clause	Criteria/Sub Criteria	Marking System	Mark
4.3.1	<b>Approach &amp; Methodology</b> a) Understanding of Project requirement & work plan b) Identified project risk & Mitigation	a. Understanding & work plan – 10 marks b. Risk & Mitigation plan – 5 marks	<b>15</b>
4.3.2	Presentation and Project demonstration on Online Skill Management software / Software related to Skill Development / Employment and Training anywhere in India as on 31.10.2018	Presentation and Demo for 3 Projects - 15 marks 2 projects – 10 marks 1 project – 5 marks	<b>15</b>
<b>Total Marks (4.2 and 4.3)</b>			<b>100</b>

### Evaluation of technical proposal:

- a) Evaluation Committee from TNSDC and TNeGA 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.
- 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.

### **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**

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 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 in portal

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	8  (All these PDF have to be placed in a folder, and zipped as .rar file before submission)  RAR (WinRAR) (Max 20 MB)
2	Copy of documentary proofs in chronological order for clause 4.1.2 as merged PDF	
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	
Technical Evaluation Criteria (4.2)		Upload Format
1	Copy of documentary proofs for clause 4.2.1 as merged PDF	7  (All these PDF RAR (WinRAR)

<b>2</b>	Copy of documentary proofs for clause 4.2.2 as merged PDF	have to be placed in a folder, and zipped as .rar file before submission)	<b>(Max 30 MB)</b>
<b>3</b>	Copy of documentary proofs for clause 4.2.3 as merged PDF		
<b>4</b>	Copy of documentary proofs for clause 4.2.4 as merged PDF		
<b>5</b>	Copy of documentary proofs for clause 4.2.5 as merged PDF		
<b>6</b>	Copy of documentary proofs for clause 4.2.6 as merged PDF		
<b>7</b>	Copy of documentary proofs for clause 4.2.7 as merged PDF		
<b>Technical Presentation (4.3)</b>			
<b>4.3.1 Approach &amp; Methodology</b>			
a) Understanding of Project requirement & work plan		<b>1</b>	PDF <b>(Max 5 MB)</b>
b) Identified project risk & Mitigation			
4.3.2 Presentation and Project demonstration		<b>1</b>	PDF <b>(Max 5 MB)</b>
<b>Price Bid</b>			<b>Upload Format</b>
Bill of Quotation (BoQ)		<b>1</b>	.XLS
<b>Total</b>		<b>20</b>	

Note: Under Technical Cover = 19 documents

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).

**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 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 TNSDC and TNeGA 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.

**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 rate (R) in the price bid will be declared as successful bidder (L1).

### **6.6 Negotiations**

Negotiations will be conducted with the Successful Bidders (L1) 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.

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 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 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.

## **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 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, 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:

- 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**

- 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 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**

### **Tamilnadu Skill Development Corporation**

TNSDC is imparting training in key sectors viz Auto mobile , Health Care , Textiles & Apparel, IT-ITES, Agriculture, Leather, Beauty & Wellness, Logistics, Banking Financial Service and Insurance, Media & Entertainment, Construction, Plumbing, Retail, Electronics, Security Services, Telecom, Food Processing, Gems & Jewelry and, Tourism & Hospitality.

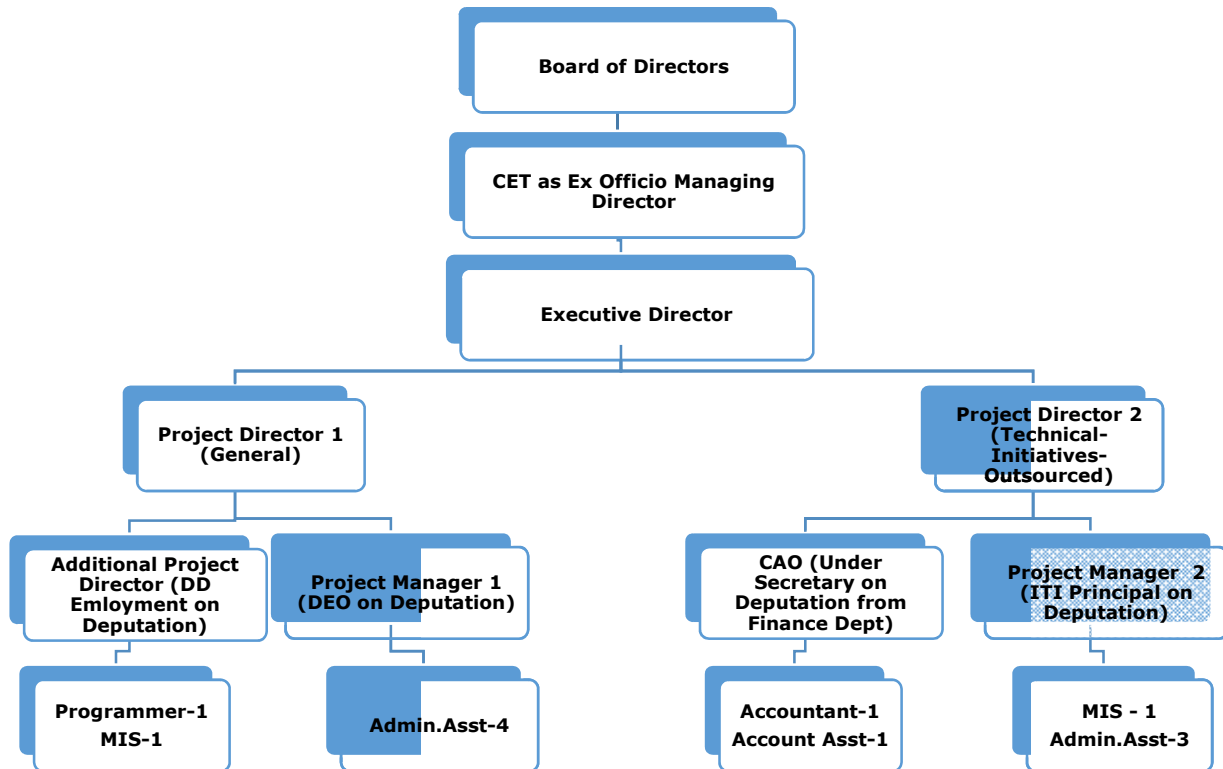
Tamil Nadu Skill Development Corporation has identified the reputed Public and Private skill training institutes for imparting qualitative skill training so that the individuals can be easily placed in the Industry after training. During the past Five years, TNSDC has trained 373619 youth after standardization of the Skill training programmes and training cost.

### **Objective:**

- Development/upgradation of existing TNSDC Portal into multilingual integrated Skill Analytical tool & Governance system
- Serve as an interactive platform for all the stakeholders involved in skill training environment.
- Enable Candidates to register, view all course details available, including course duration and the syllabus adopted and apply to undergo skill training programmes conducted.
- Enable Training providers to register, view and select the candidates by contacting them through email or sms for mobilization of candidates for training.
- Ensures effective monitoring of all skill training programmes through dash board.
- Enable MIS dashboard with statistics of candidates, training providers and employers.

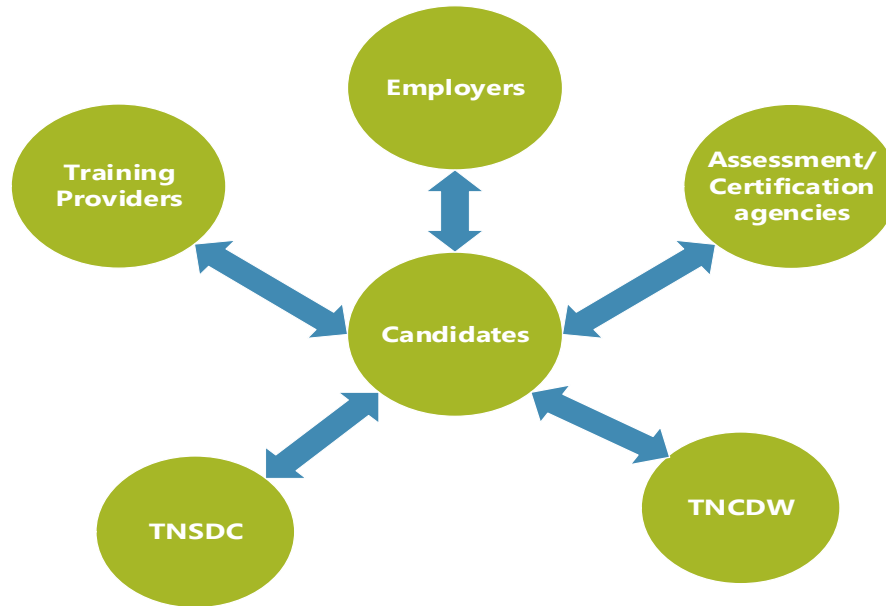
- Enable online transfer of payments to Trainees, Training Providers and other agencies.

## Organisation Chart



## Stakeholders:





## 9. Scope of work under this RFP

The following section illustrate the scope of work to be performed by System Integrator. The SP shall be responsible for successful completion/execution of the activities as specified in this section for TNSDC. The broad areas of work of the selected SP are outlined in the table below:

S.No	Area of Work	Description
1.	Skill Management - Design, Development and Testing of Software application	a. Preparation of SRS and sign off b. Software development c. Preparation of Test Plan and Test Cases d. Unit and Integration Testing
2.	Project Acceptance	a. Preparation of UAT test cases b. Support UAT execution
3.	System Requirements	a. Hardware sizing and software requirements
4.	Data Migration	a. Data Migration from existing system to new application
5.	Training	a. Training to department officials b. Submission of Application User manuals
6.	Implementation and Go-Live	a. Support Application security audit by Cert-IN certified agency b. Implementation Plan

		c. Deployment of Application in SDC d. Project Go-Live
7.	Operation & Maintenance	a. Software Support and Maintenance b. Issue Tracker and Resolution

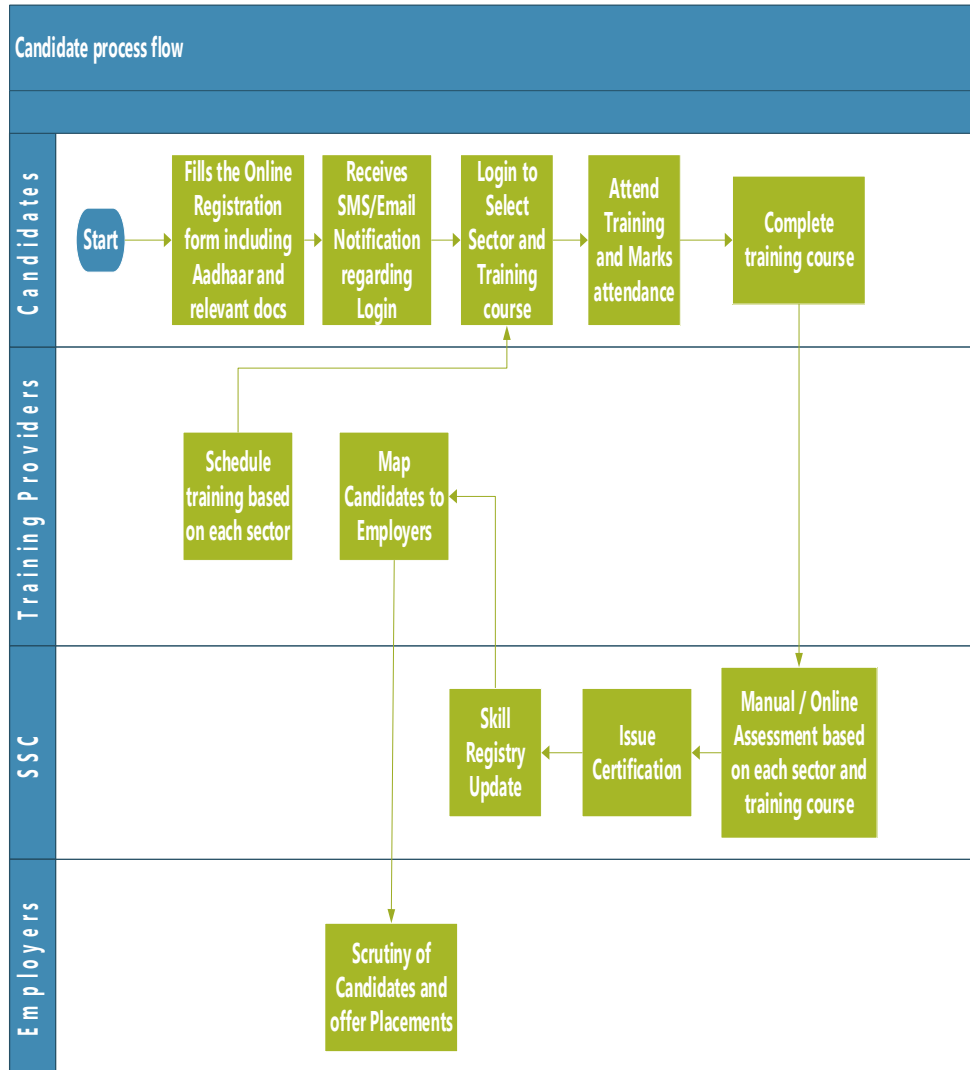
The software application modules to be developed and deployed are as follows:

S.No	Module	Services covered
1	Candidate Module	<ul style="list-style-type: none"> <li>➤ Candidate Registration (including Aadhaar)</li> <li>➤ SMS and Email Notifications of upcoming and ongoing training programmes</li> <li>➤ Consolidation of Aadhaar based Candidates using TNCDW and Employment &amp; Training department</li> <li>➤ Candidate Dashboard</li> <li>➤ Aadhaar enabled Biometric attendance of trainees</li> <li>➤ Payment to Trainees</li> <li>➤ Feedback and Rating for Trainees</li> </ul>
2	Training Providers Module	<ul style="list-style-type: none"> <li>➤ Training Providers Registration</li> <li>➤ Training Centers Registration</li> <li>➤ Target Allocation / Achievement tracking</li> <li>➤ Skill based Batch Creation/Allocation</li> <li>➤ Enrollment of candidates</li> <li>➤ Aadhaar enabled Biometric Attendance Monitoring of Trainees and Trainers</li> <li>➤ Monitoring of Training completion, Assessment and Certificate generation</li> <li>➤ Update of Candidate Placement details</li> <li>➤ TP dashboard – Number of Candidates enrolled, trained, assessed and Placed.</li> <li>➤ Payment to TPs</li> <li>➤ SMS and Email Notifications</li> </ul>
3	Finance Module	<ul style="list-style-type: none"> <li>➤ Financial Reconciliation for various payments, penalty</li> </ul>

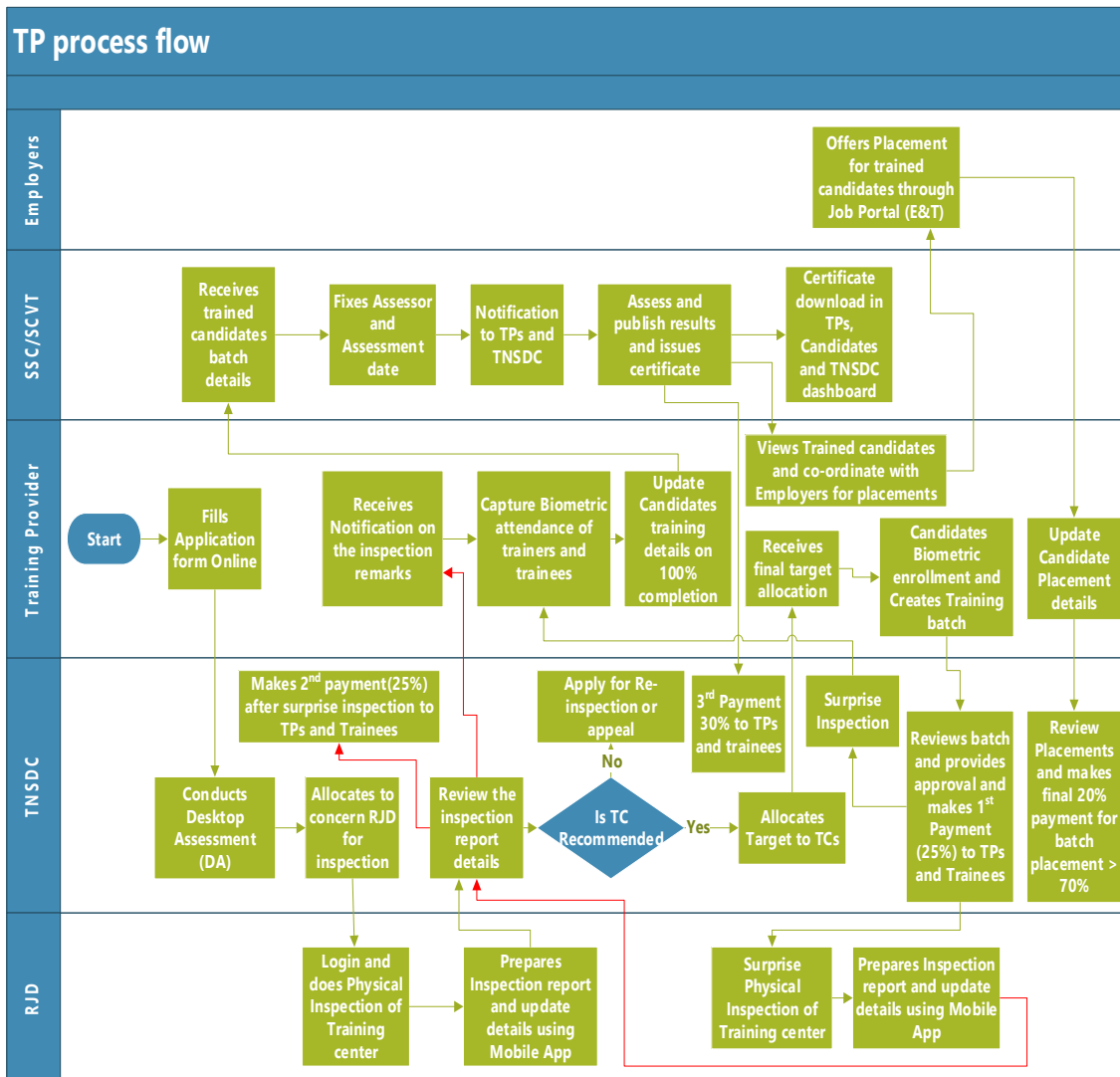
S.No	Module	Services covered
		and performance tracking <ul style="list-style-type: none"> <li>➤ Provision to maintain fees master for courses and other payments</li> <li>➤ Month wise Report on TDS Deducted</li> <li>➤ Report on GO wise expenditure and Balance available in each GO</li> <li>➤ Administration Expense Management</li> <li>➤ Monthly reports for payment due per TP, per AB, per candidate, with detailed breakup and transportation cost</li> <li>➤ Budget monitoring and approval</li> <li>➤ Generation of various reports regarding statutory liabilities like income tax, GST, Professional tax etc.</li> <li>➤ Generation of various financial statements like trial balance, balance sheet etc.</li> <li>➤ Integration of financial reports with various physical target based reports</li> <li>➤ Utilization certificate generation</li> </ul>
3	Mobile Application development	<ul style="list-style-type: none"> <li>➤ Access to Regional/District Officers</li> <li>➤ GPS enabled</li> <li>➤ Provision for data entry and update of inspection remarks and upload of inspection reports</li> </ul>
4	Integration with Assessment agencies (SSC /SCVT)	<ul style="list-style-type: none"> <li>➤ Online registration of Assessing bodies</li> <li>➤ Assessment scheduling / Assessor allocation&amp; Certificate Generation</li> <li>➤ Results and certification tracking</li> <li>➤ SMS/Notification to District Skill development officers</li> </ul>
5	Integration with other relevant departments	<ul style="list-style-type: none"> <li>➤ TNCDW and Employment &amp; Training               <ul style="list-style-type: none"> <li>• Real time update of Candidates list for training</li> <li>• Update status after training completion to Skill Registry and Job Portal</li> </ul> </li> <li>➤ Integration with other departments</li> </ul>
6	Email/SMS/Payment gateway integration	<ul style="list-style-type: none"> <li>➤ Integration with Banks, Email and SMS gateway</li> <li>➤ Payments and Notifications to TPs and Candidates</li> </ul>
7	Data Migration	<ul style="list-style-type: none"> <li>➤ Migration of existing Candidates to the new portal</li> </ul>
8	AEBAS – Attendance monitoring system	<ul style="list-style-type: none"> <li>➤ Aadhaar enabled Biometric attendance system of Trainees and Trainers</li> </ul>

<b>S.No</b>	<b>Module</b>	<b>Services covered</b>
9	MIS Reports Dashboard	<ul style="list-style-type: none"><li>➤ Reports such as number of candidates enrolled, trained, assessed, certified and placed.</li><li>➤ Reports like number of TPs, Job role recommended, target allocation, target completion, Placement etc.</li><li>➤ Sector/Training course wise reports</li><li>➤ Sectoral saturation identification</li><li>➤ Data and demand driven target allocation</li><li>➤ Dataanalytics of skill registry sector wise and geographically</li></ul>

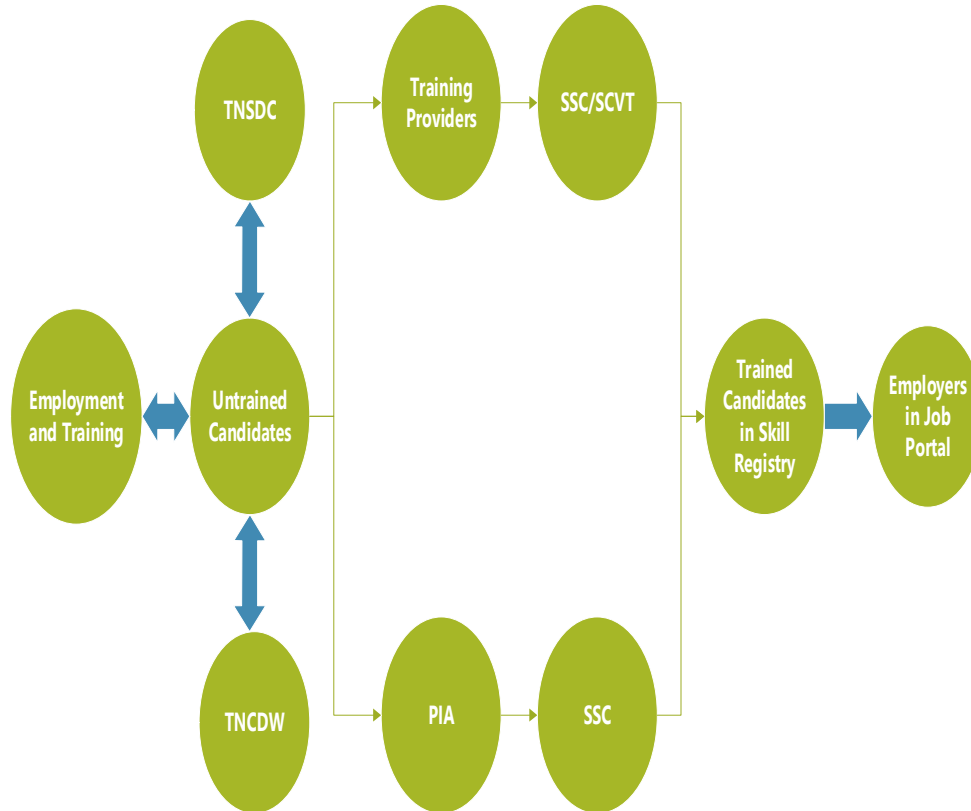
### Candidates Process flow diagram



## Training Providers Process flow diagram



**Integration with other departments:**



## **Integration with Tamilnadu Corporation for Development of Women**

The Tamil Nadu Corporation for Development of women (TNCDW) was established for bringing about socio-economic development and empowerment of women. The Corporation implements MahalirThittam, IFAD assisted Post Tsunami Sustainable Livelihoods Programme and also SGSY, a major anti-poverty programme meant for self employment of rural poor.

Candidates are getting trained through various schemes carried out by TNCDW. Currently there is limitation in providing training to the candidates with restriction in age up to 35 years. In order to train the left out candidates in TNCDW who had applied for training, candidates data available in TNCDW shall be pulled into TNSDC system and training shall be provided to the candidates.

### **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 TNSDC including departments, citizens and others related agencies. The basic information related to TNSDC 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.

### **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 logical delete user/permissions to the systems. Also, the system administrator shall monitor the activities of each user.

- a) The system must allow 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.
- 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, change of roles and any other actions that affect their authentication and authorization settings.

### **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

### **10.1 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. TNSDC.

## 10.2 Operation & Maintenance

The successful bidder should maintain the web portal for a period of **3 years** after the free warranty period of 6 months. The scope of work for O&M 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

## 10.3 IT Infrastructure

### Infrastructure Set - up

1. The Successful Bidder shall be responsible for hosting the Web Portal (responsive) for Tamil Nadu Skill Development Corporation. The hosting would be done on the TN State Data Center and bidder would be responsible for arranging all the necessary software (other than State Data Center and DR), licenses etc. for hosting the portal. The Tamil Nadu Skill Development Corporation 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 System Integrator) 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.

### Hardware Specifications

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 TNSDC in which the installation of S/W, configuration of servers and deployment etc., should be executed by the successful bidder.

### 10.4 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+10 days
SRS Sign off	T3= T2 + 1 Month
Development	T4= T3 + 3 Months
UAT Sign Off & Security Audit completion	T5= T4 + 1 Month
Training, Pilot Roll out& Go-Live	T6=T5 + 1 Month
Free warranty	T7= T6 + 6 Months
Operations and Maintenance	T 8= T7 + 36 Months

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

## 10.5 Deliverables

The selected agency shall deliver the following:

- i. Project Plan and Schedule along with Project implementation timeline
- ii. Requirement Traceability matrix
- iii. Software Requirement Specifications (SRS)
- iv. Software Design Documents
- v. Test Cases and Test reports
- vi. Customized dashboard and MIS Reports
- vii. User Manuals, Help files, training materials and Trainings
- viii. Backup, restore procedure
- ix. SOP (Standard Operating Procedures ) for O&M
- x. Application Deployment Plan
- xi. Source code (complete source code with versions and latest version used in the Go-Live system)

### Milestone Deliverable Matrix

Sl. No.	Mile Stone	Deliverable(s)	Approval/Sign-off authority
1	SRS	SRS document, Use Cases, Test Cases & CRs	TNSDC and TNeGA
2	Design	Design Documents, Updated Plans, updated SRS & CRs	TNSDC and TNeGA
3	Development	Unit report, CRs & latest Source code version	TNSDC and TNeGA
4	System Testing(including Integration)	Test report, Action taken Report on Issues & CRs	TNSDC and TNeGA
5	UAT sign off	UAT report, Action Taken Report on Issues & CRs	TNSDC and TNeGA
6	Security Audit	Audit Report & Certificate	TNSDC and TNeGA
7	Training	Training materials, Participation list & Feedback form	TNSDC 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)	TNSDC and TNeGA
10	Free Warranty	Bug fixing report, system Tuning	TNSDC and TNeGA

Sl. No.	Mile Stone	Deliverable(s)	Approval/Sign-off authority
	Support	report & Patch update	
12	O&M	Incident and resolution report, Support personnel attendance if required (in case of T&M payments),SLA compliance report, CRs, production support details report, Monthly task completion report	TNSDC and TNeGA

## 10.6 SLA Monitoring and Warranty

### 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 48 months (6 months for development, 6 months as free warranty and 36 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
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1	System support - System Availability	99% uptime	<p>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.</p> <p>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.</p> <p>c) Beyond 10% penalty for the milestone, the Department may take a decision as per the exit clause.</p>
2	Concurrent users	500	<p>a) For &lt; 500 and &gt; 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.</p> <p>b) For &lt; 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.</p> <p>c) Beyond 10% penalty for the milestone, the Department may take a decision as per the exit clause.</p>
3	Response Time for the Forms in Application	1 second	<p>a. For &lt; 1.00 second: No penalty</p> <p>b. For &gt; 1.00 sec and &lt; 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</p> <p>c. For &gt; 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</p>

### Warranty Period

**Free Warranty** should be covered for the duration of 6 months from date of Successful Roll Out.

### 10.7 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.

### **10.8 Intellectual Property Rights (IPR)**

The ownership and IPR of the deliverables made under this Contract would always rest with TNSDC. 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 TNSDC.

### **10.9 Review and Monitoring**

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

### **10.10 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 TNSDC or any other agency identified to carryout due diligence in order to transition the provision of services to TNSDC or any other agency identified.
- d) All properties provided by TNSDC shall be returned.
- e) Before the date of exit, the successful bidder shall deliver to TNSDC all new and updated deliverables and shall not retain any copy thereof.

### **10.11 Post Contract Condition**

After successful completion of 6 months warranty period, paid maintenance support should be provided by the successful bidder.

### 10.12 Payment Terms

- a) No advance payment will be paid. Stage-wise payment will be released based on the milestone deliverables completed and approved by TNSDC.
- b) The payment will be released in stages on achieving the following milestones.

S. No	Milestone	% of Total Fee	Basis of Approval
<b>I</b>	<b>Software Development Cost (R1)</b>		
1	SRS Sign Off	15%	On approval of TNSDC&TNeGA
2	a) UAT Sign off and b) Security Audit clearance	40%	On approval of TNSDC&TNeGA Copy of Security and Performance Testing Certification
3	Training & Pilot Roll out	10%	On approval of TNSDC&TNeGA
4	Go-Live	20%	On approval of TNSDC&TNeGA
5	On completion of Free warranty period of 6 months	10%	On approval of TNSDC&TNeGA
	Sub-Total for Software Development Cost	95%	
<b>II</b>	<b>Operations and Maintenance Cost (R2)</b>		
1	O&M cost for 3 years (after Go-Live and completion of free warranty period of 6 months from Go-Live)		On approval of TNSDC&TNeGA, amount will be paid in equal instalments after completion of every quarter

- c) 5% of the software development cost will be paid after successful completion of O&M period of 3 years and exit management as specified in the exit clause in the RFP.
- d) Any payment due to the successful bidder will be released within 30 days from the date of receipt of bills along with acceptance from TNSDC/ TNeGA.
- e) The TDS amount, Penalty if any, will be deducted from the payment of successful bidder.



- f) 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.
- g) 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/ TNSDC will not be responsible or liable for default on payment of taxes to the statutory authorities.

### **Operation & Maintenance**

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

**APPENDIX I:**

**Bank Guarantee Format**

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

To

Chief Executive Officer,  
Tamil Nadu e-Governance Agency,  
807, P.T.Lee.ChengalvarayanNaickerMaaligai,  
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.ChengalvarayanNaickerMaaligai, 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 / Nationalized Bank for the sum specified therein as security for compliance with the Successful Bidder performance obligations for a period in accordance with the contract.

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)

## **APPENDIX-II 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 ..... 2019

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 Maaligai, 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 Tamilnadu Skill Development Corporation, 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/TNSDC/2018-19 for **Selection of System Integrator to develop and maintain Skill management portal for Tamilnadu Skill Development Corporation (TNSDC)** as per the Scope of Work Clause 9 prescribed in the Tender document.

Whereas TNeGA and the Successful Bidder in pursuance thereof have arrived 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 System Integrator to develop and maintain Skill management portal for Tamilnadu Skill Development Corporation (TNSDC)**

### **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 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 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 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.

#### **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 **48** 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 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:

- 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.
- 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 48 months (6 months for development, 6 months as free warranty and 36 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	<p>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.</p> <p>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.</p> <p>f) Beyond 10% penalty for the milestone, the Department may take a decision as per the exit clause.</p>
2	Concurrent users	500	<p>d) For &lt; 500 and &gt; 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.</p> <p>e) For &lt; 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.</p> <p>f) Beyond 10% penalty for the milestone, the Department may take a decision as per the exit clause.</p>
3	Response Time for the Forms in Application	1 second	<p>a. For &lt; 1.00 second: No penalty</p> <p>b. For &gt; 1.00 sec and &lt; 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</p> <p>c. For &gt; 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</p>

**16) Milestones & Deliverables**

The selected agency shall deliver the following:

- i. Project Plan and Schedule along with Project implementation timeline
- ii. Requirement Traceability matrix
- iii. Software Requirement Specifications (SRS)
- iv. Software Design Documents
- v. Test Cases and Test reports
- vi. Customized dashboard and MIS Reports
- vii. User Manuals, Help files, training materials and Trainings
- viii. Backup, restore procedure
- ix. SOP (Standard Operating Procedures ) for O&M
- x. Application deployment plan
- xi. Source code (complete source code with versions and latest version used in the Go-Live system)

**Milestone Deliverable Matrix**

Sl. No.	Mile Stone	Deliverable(s)	Approval/Sign-off authority
1	SRS	SRS document, Use Cases, Test Cases & CRs	TNSDC and TNeGA
2	Design	Design Documents, Updated Plans, updated SRS & CRs	TNSDC and TNeGA
3	Development	Unit report, CRs & latest Source code version	TNSDC and TNeGA
4	System Testing(including Integration)	Test report, Action taken Report on Issues & CRs	TNSDC and TNeGA
5	UAT sign off	UAT report, Action Taken Report on Issues & CRs	TNSDC and TNeGA
6	Security Audit	Audit Report & Certificate	TNSDC and TNeGA
7	Training	Training materials, Participation list & Feedback form	TNSDC 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-	TNSDC and TNeGA

Sl. No.	Mile Stone	Deliverable(s)	Approval/Sign-off authority
		Live system)	
10	Free Warranty Support	Bug fixing report, system Tuning report & Patch update	TNSDC and TNeGA
12	O&M	Incident and resolution report, Support personnel attendance if required (in case of T&M payments),SLA compliance report, CRs, production support details report, Monthly task completion report	TNSDC and TNeGA

### 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+10 days
SRS Sign off	T3= T2 + 1 Month
Development	T4= T3 + 3 Months
UAT Sign Off & Security Audit completion	T5= T4 + 1 Month
Training, Pilot Roll out & Go-Live	T6=T5 + 1 Month
Free warranty	T7= T6 + 6 Months
Operations and Maintenance	T 8= T7 + 36 Months

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

### 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 TNSDC.
- b) The payment will be released in stages on achieving the following milestones.

S. No	Milestone	% of Total Fee	Basis of Approval
<b>I</b>	<b>Software Development Cost (R1)</b>		
1	SRS Sign Off	15%	On approval of TNSDC & TNeGA
2	h) UAT Sign off and i) Security Audit clearance	40%	On approval of TNSDC & TNeGA Copy of Security and Performance Testing Certification
3	Training & Pilot Roll out	10%	On approval of TNSDC & TNeGA
4	Go-Live	20%	On approval of TNSDC & TNeGA
5	On completion of Free warranty period of 6 months	10%	On approval of TNSDC & TNeGA
	Sub-Total for Software Development Cost	95%	
<b>II</b>	<b>Operations and Maintenance Cost (R2)</b>		
1	O&M cost for 3 years (after Go-Live and completion of free warranty period of 6 months from Go-Live)		On approval of TNSDC & TNeGA, amount will be paid in equal instalments after completion of every quarter

- c) 5% of the software development cost will be paid after successful completion of O&M period of 3 years and exit management as specified in the exit clause in the RFP.
- d) Any payment due to the successful bidder will be released within 30 days from the date of receipt of bills along with acceptance from TNSDC/ TNeGA.
- e) The TDS amount, Penalty if any, will be deducted from the payment of successful bidder.
- f) 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.
- g) 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/ TNSDC will not be responsible or liable for default on payment of axes to the statutory authorities.
- 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/ TNSDC 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).
- 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 6 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.

**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 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.