NCVET

(National Council for Vocational Education and Training)

Kaushal Bhawan, B-2, Pusa Road, Metro Pillar No. 95, Near Karol Bagh Metro Station

New Delhi – 110005

Tender Reference No: 34002/1/2022/NCVET/SI

RFP FOR SELECTION OF SYSTEM INTEGRATOR FOR DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF DIGITAL ENTERPRISE PORTAL (DEP) FOR NCVET

Date of Publishing of RFP: 23.03.2023

Part A: Technical Bid

Disclaimer

This Request for Proposal ("RFP") is issued by NCVET.

The information contained in this RFP document or subsequently provided to Bidder, whether verbally or in documentary or any other form by or on behalf of the NCVET or any of its employees or advisers, is provided to Bidder on the terms and conditions set out in this RFP document and such other terms and conditions subject to which such information is provided. This information is on a wide range of matters, some of which depends upon interpretation of law. While every effort has been made to provide comprehensive and accurate background information, requirements, and specifications. Bidders must form their own conclusions about the services required. Bidders and recipients of this RFP may consult their own legal advisers in relation to this RFP.

All information supplied by Bidders may be treated as contractually binding on the Bidders up on successful award of the assignment by the NCVET on the basis of this RFP. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the NCVET. The NCVET may cancel this RFP at any time prior to a formal written contract. Once a bidder has been selected through this e-tendering process and awarded a formal contract for execution of work as defined in this RFP and its corrigenda, the respective bidder shall be bound to carry out all activities defined under this RFP for Design, Implementation of the Technology Platform of NCVET. If post award the selected bidder retracts from carrying out such work, the EMD and/or PBG shall be forfeited and NCVET shall award the work to any alternate party at the risk, cost or responsibility of the selected bidder.

The NCVET, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way in this selection process.

NCVET also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP document.

NCVET may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP document.

In all matters regarding doubts raised by bidders on the clauses of the RFP, interpretation of clauses, scope, terms and conditions, etc. as stated in this RFP and/or its subsequent corrigenda/addenda, if any, the decision of NCVET shall be final and binding on all bidders.
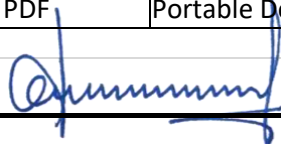
The issue of this RFP document does not imply that the NCVET is bound to select any Bidder or to appoint the Selected Bidder, as the case may be, for the assignment. NCVET reserves the right to reject in full or part, any or all bids without assigning any reason thereof. NCVET reserves the right to assess the Bidder's capabilities and capacity. The decision of NCVET shall be final and binding.

The Bidder shall bear all costs associated with or relating to preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses, etc. associated with any demonstrations or presentations which may be required by the NCVET, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the NCVET shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

Secretary to the Council cum Director, NCVET
Kaushal Bhawan B-2, Pusa Road
Metro Pillar No. 95
Karol Bagh Metro Station
New Delhi – 110005

Acronyms

Acronym	Full Form
AA	Assessment Agency
AB	Awarding Body
AI	Artificial Intelligence
API	Application Programming Interface
CMMi	Capability Maturity Model Integration
CSP	Cloud Service Provider
CV	Curriculum Vitae
CAPEX	Capital Expenditure
DB	Database
DEP	Digital Enterprise Portal
DPI	Dots per Inch
DR	Disaster Recovery
EMD	Earnest Money Deposit
e-SIGN	Electronic signature
FAQ	Frequently Asked Questions
FRS	Functional Requirements Specifications
FY	Financial Year
GIGW	Guidelines for Indian Government Websites
GST	Goods and Services Tax
HLD	High Level Design
HTTPS	Hyper Text Transfer Protocol Secure
IPSEC	Internet Protocol Security
ISMS	Information Security Management System
ISO	International Organization for Standardization
ITIL	Information Technology Infrastructure Library
LLD	Low Level Design
LMS	Learning Management System
MeitY	Ministry of Electronics and Information Technology
MIS	Management Information System
MPLS	Multiprotocol Label Switching
MSDE	Ministry of Skill Development and Entrepreneurship
MSE's	Micro & Small Enterprises
NCVET	National Council of Vocational Education and Training
NEFT	National Electronics Funds Transfer
NIC	National Informatics Center
NQR	National Qualification Register
NSQF	National Skills Qualification Framework
OPEX	Operating Expenditure
O&M	Operations and Maintenance
OEM	Original Equipment Manufacturer
OTP	One Time Password
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PDF	Portable Document Format

Acronym	Full Form
PM	Preventive Maintenance
PMU	Project Management Unit
PSU	Public Sector Undertakings
RFP	Request for Proposal
RPO	Recovery Point Objective
RTGS	Real-Time Gross Settlement
RTO	Recovery Time Objective
SEO	Search Engine Optimization
SI	System Integrator
SIP	Skill Information Provider
SLA	Service Level Agreement
SMS	Short Message Service
SOPs	Standard Operating Procedures
SOW	Statement of Work
SRS	System Requirements Specifications
STQC	Standardization Testing and Quality Certification
TPA	Third Party Administrator
TVET	Technical and Vocational Education and Training
UAT	User Acceptance Testing
UIDAI	Unique Identification Authority of India
UT	Union Territory
VET	Vocational Education and Training
WACG	Web Content Accessibility Guidelines
WAN	Wide Area Network
XLS	Microsoft Excel Spreadsheet

Definitions

Term	Description
Commercial Bid	The term 'Commercial Bid', wherever they occur, shall mean the price bid and all documents as specified in Part – B.
Contract	The term 'Contract', wherever they occur, shall mean and include the contract agreement signed between the bidders selected from this e-tendering process and NCVET for executing this project. Terms and expressions not herein defined shall have the meaning assigned to them in the Indian Contract Act, 1872, or the General Clauses Act, 1897 as the case may be.
Technical Bid	The term 'Technical Bid', wherever they occur, shall mean all documents required as part of Eligibility and Technical Evaluation Criteria under Section 5.11, technical solution, approach and methodology and all forms and formats as applicable under Appendix – I, etc. required to establish eligibility of the participating bidders for executing this project.
Selected Bidder or System Integrator	The term 'Selected Bidder' or 'System Integrator', wherever they occur, shall mean the organization or group of organizations awarded the contract for executing this project.
Total Quoted Value	The term 'Total Quoted Value', wherever they occur, shall mean the total price quoted under Total Cost head of the Grand Summary Cost Table in the Commercial Bid of the eligible bidders.
Turnkey Services or Project	The term 'Turnkey Services' or 'Project', wherever they occur, shall mean performance of any of the items of work enumerated in Scope of Work as elaborated in Section 3 herein including such auxiliary, additional and incidental duties, services and operations or as may be indicated by the authorised officer.

Important Dates and Information

S. No.	Particular	Details
1.	Publishing of RFP document	23.03.2023
2.	Start date for download of RFP document	23.03.2023
3.	Last date and time for submission of queries	03.04.2023
4.	Pre-bid conference date and time	06.04.2023
5.	End date for download of RFP document	21.04.2023
6.	Date for submission of online bids	21.04.2023
7.	Date for opening of Technical Bids	21.04.2023
8.	Date of presentation	To be communicated
9.	Date and time for opening of commercial bids	To be communicated

Table of Contents

1. Structure of the RFP

This RFP is meant to invite Bids from interested System Integrators ("Bidders") capable of delivering the goods and services described in this document. The complete RFP is contained in Two parts as explained below:

Part A: Technical Bid

Part A comprises of following four chapters:

I. **Project Background and Scope of Work**
This section of the RFP details out all information that may be required by potential Bidders to understand the background of the RFP Issuing Authority i.e., National Council for Vocational Education and Training (NCVET), the background of the project and the complete scope of work, technical and functional requirements of the intended Technology Platform.

II. **Instructions to Bidders (ITB)**
This section of the RFP brings out in detail the general information that NCVET deems necessary to share with potential Bidders concerning this RFP.

III. **Contract Terms and Conditions**
This section of the RFP details out all information that may be required by potential Bidders to understand the contractual & legal terms and conditions.

IV. **Appendices**
This section of the RFP contains all the Appendices to this RFP comprising of forms and formats of technical bid submission, current state assessment and issues, functional requirements specifications (FRS) for the Technology Platform, technical specifications for other supplementary system upgrades.

Part B: Commercial Bid

Part B comprises of commercial bid covering letter, instructions to submit commercial bid and commercial bid format.

1.1. Fact Sheet

The bidders are requested to refer this **Fact Sheet** comprising of important factual data on the RFP.

Related Clause	Details
Method of Selection	The method of selection of System Integrator for this RFP is QCBS (Technical: Financial): 70:30 for all bidders meeting eligibility criteria and scoring more than 70 marks in Technical Evaluation Criteria.
RFP Release	The RFP document shall be published on the GeM Portal https://gem.gov.in/ and in the National Council for Vocational Education and Training (NCVET) website (www.ncvet.gov.in) on 23.03.2023. The interested bidders can view and download the RFP document on the GEM Portal or NCVET website. For participation in the bidding process, interested bidders have to log on to GEM portal after registration. Start date of download of RFP documents: 23.03.2023 End date for download of RFP documents: 21.04.2023 The bidders are required to submit a non-refundable Cost of Tender of INR 10,000/- (Rupees Ten Thousand Only) via RTGS/NEFT/electronic mode to NCVET, Account No. 1098101102359, Branch Delhi Parliament Street, New Delhi – 110002, Branch Code 001098 with IFSC Code CNRB0001098 along with the Bid. Cost of Tender shall not be entertained in any other form. Scanned copy of Acknowledgement Receipt with UTR number of RTGS/NEFT/ Electronic Mode to be uploaded along with Technical Bid.
Bid Security/ EMD	EMD of INR 26,00,000/- (Rupee Twenty Six Lakhs only) in the form of a demand draft OR Bankers Cheque OR bank guarantee.
Security Deposit	Security deposit in the form of a Performance Bank Guarantee from a Scheduled Commercial Bank, notified by RBI (excluding all Urban/ Rural/ State Co-operative Banks and Gramin Banks), within 15 days from the date of issue of Acceptance Letter/ Letter of Intent, for a value equivalent to 10% of the Total Quoted Value, valid for a period of 68 months.
Scope of Work	This RFP provides all requirements related to the turnkey services for Designing and implementation of Technology Platform that would include development, integration with existing systems, including devices, application maintenance and onsite manpower support, training and handholding, etc. as detailed further in this document. Refer Section 3 of this RFP document for complete scope of work. Being a turnkey project, the selected bidder is bound to perform all activities related to this project within quoted price.
Pre-Bid Meeting Details	A pre-Bid meeting shall be held on 06.04.2023, 11:00 AM. The name, address, and telephone numbers of the Nodal Officer is: Secretary to the Council cum Director National Council for Vocational Education and Training (NCVET) Kaushal Bhawan B-2, Pusa Road

Related Clause	Details
	Metro Pillar No. 95 Near Karol Bagh Metro Station New Delhi-110005 Tel. No. 011-25788001-11 E-mail: directorpolicy.ncvet@gmail.com
Language	Bids should be submitted in the following language(s): English ONLY
Bid Validity	Bids must remain valid up to 90 days from the date of submission of Bid. However, NCVET reserves the right to extend this period by another 30 days at its discretion, which shall be binding on the bidders. Thereafter, this period may be further extended by the parties on mutual consent. Any bidder not keeping the offers open for the prescribed period shall be summarily rejected and its EMD shall be forfeited.
Bid Submission	The bidders shall submit their responses in 2 parts namely "PQ cum Technical Bid" and "Commercial Bid" in the GEM Portal by the due date and time. The detail of requirements for bid submission is provided in Section 5.5. of the RFP.
Bid Submission Mode	The bidders are required to submit the soft copies of their bids electronically on GeM Portal https://gem.gov.in/
Submission Date	Bids must be submitted electronically no later than the date and time in the GEM Portal: 21.04.2023 Bidders need to regularly visit the GeM portal for updates with respect to this RFP.

Secretary to the Council cum Director,
National Council for Vocational Education
and Training (NCVET),
Kaushal Bhawan,
New Delhi - 110005

Chapter I: Project Background and Scope of Work

2. Introduction

2.1. About NCVET

The National Council of Vocational Education and Training (NCVET), notified on December 5, 2018 has been set up as an overarching umbrella regulator establishing regulations and standards to ensure quality in the TVET space, subsuming the responsibilities of National Skill Development Agency (NSDA) and the erstwhile National Council of Vocational Training (NCVT).

i. NCVET regulated ecosystem will ensure strong industry interfacing, layered effective regulations for the varied stakeholders for improving outcomes, set standards for Awarding Bodies and Assessment Agencies.

ii. Regulation of Awarding body ecosystem and Assessment Agencies are the focus areas of NCVET considering the existence of multiple regulators and non-standardized norms leading to quality issues and poor outcomes of the training. The NCVET will strive to integrate fragmented regulatory system and infuse quality assurance across the entire vocational training value chain, leading to strengthened outcomes.

iii. The major functions of NCVET include:

   a. Recognition and regulation of Awarding Bodies (ABs), Assessment Agencies (AAs) and Skill related Information Providers

   b. Approval of Qualifications/NOS/Micro-Credentials as per NSQF (National Skills Qualification Framework)

   c. Maintaining repository of all NSQF approved Qualifications/NOS/Micro-Credentials in National Qualification Register (NQR)

   d. Monitoring, Evaluation and Supervision of recognized entities including Skill Information Provides (SIP)

   e. Grievance Redressal of the varied stakeholders.

2.2. Project Background

Currently all activities of NCVET are being carried out manually in the form of forms, files etc. NCVET now wants to setup its digital backbone in the form of IT system to help manage its operations and aid in decision making and regulation. This IT system shall help different stakeholders to interact with NCVET and vice versa. This shall also enable NCVET to collect, analyse, review data from stakeholders and shall enable the council to identify redundancies, monitor implementation and aid in better decision making and help govern and improve the impact of skill development programs in India.

The backbone shall also act as a single window platform for all stakeholders to consume different services being offered by the council and shall enable the council to effectively regulate and govern the recognised entities in the Indian skill ecosystem.

The IT system thus built shall be enabled by the Primary & Secondary databases at the backend along with a workflow engine driven by rules engine, which shall utilize these data to present a unified system to various stakeholders at the front end.

The primary databases shall be developed and maintained by NCVET as part of this IT system. The secondary databases shall be owned and maintained by respective recognised entities and shall be integrated with the system through APIs to share required data with NCVET.

NCVET has appointed a PMU for this project. The system integrator shall provide all necessary support to NCVET appointed PMU during planning, implementation, operations and maintenance of the project to ensure effective monitoring and management of the project.

2.3. Project Overview

To meet the key objectives mentioned in the previous section, NCVET intends to select a System Integrator for the comprehensive implementation of the Digital Enterprise Portal (DEP) including system study, application

development/customization, legacy data digitization & migration, training & change management, and comprehensive operations and maintenance, etc. for a period of 5 years following Go-Live. The details of the scope of work for the System Integrator is provided in Section 3 of the RFP.

3. Scope of Work

3.1. Overall Scope

The overall indicative scope of work for the System Integrator shall as be as given below:

1. **Development and implementation of DEP**

   a. System Study, Requirement Gathering and redefining To-Be processes

   b. Design, development of Web-based DEP application

   c. Mobile App development on Android and iOS

   d. Integration with existing NCVET applications, email gateway, SMS gateway etc.

   e. Integration with various stakeholders' applications as listed in - Appendix-III

   f. Application Testing (including concurrency) and Acceptance

   g. Security testing and certification (vulnerability assessment and penetration testing) of DEP application before go-live by System Integrator as per guidelines of MeitY

   h. Go-Live of the web-based application and mobile app

   i. Third-Party Audit of DEP application to be carried out by NCVET with regards to security, performance, availability, manageability, SLA reporting and data quality. System Integrator shall support TPA for all audit related activities.

   j. Data Privacy Guidelines to be followed as notified by GOI

2. **Hosting Infrastructure for DEP Application**

   a. NCVET ideally plans to host the DEP application at NIC cloud. The SI needs to provide all support for smooth hosting of the DEP application at NIC cloud or any other location/ cloud service provider as chosen by NCVET.

   b. Disaster Recovery (DR) services through NIC.

3. **End-User Hardware/ Software**

   a. NCVET has client-end hardware such as desktops and printers which shall be used for accessing the DEP application. System Integrator has to ensure that proposed DEP application works on all standard browsers. Other than standard software freely available, if any specialized client software needs to be installed on end-user desktops/laptops, then system integrator shall facilitate for the same.

4. **Operations and Maintenance Support**

   a. Handholding support for a period of 3 months following Go-Live of DEP application. This can be extended to a further period of 3 months if required by NCVET at quoted man-month rate.

   b. Support for the DEP web and mobile application for a period of 5 years.

   c. Support for all hosting infrastructure for a period of 5 years.

   d. Helpdesk support for a period of 5 years.

   e. Onsite manpower deployment for operations and maintenance of the project.

3.2. Detailed Scope

The details of the above in-scope components for the System Integrator are mentioned below:

3.2.1. Development and implementation of DEP

3.2.1.1. System Study, Requirement Gathering and Redefining To-Be processes

a. Indicative Functional Requirement Specification (FRS) has been developed and is available as part of this RFP in Appendix II. The System Integrator shall carry out a complete study and submit a system study report comprising of To-Be recommendations. NCVET shall assist the System Integrator with all available documentation for carrying out the system study and requirement gathering activities.

b. The system integrator shall prepare System Requirement Specifications (SRS) detailing processes for all process areas of NCVET based on functional requirements mentioned in Appendix II to this RFP and additional requirements as may be identified in consultation with NCVET and other stakeholders during the system study phase. The SRS approved by NCVET shall form the baseline for all subsequent phases of application development, testing and deployment.

c. The System integrator shall prepare a Solution Design Document highlighting the best practices available in the proposed solution. The document shall indicate the additions/ modification that need to be made to the business processes in view of overall implementation.

d. The design and development of the complete DEP application shall be carried out keeping in mind user-base of approx. 1000 with a year-on-year growth of 10% and concurrent user base of 10% of users.

e. The System integrator shall develop the solution using suitable open-source technology platform including tools to meet the requirements of NCVET for the DEP application. The proposed open-source technologies should be compatible with proposed technology stack and have been widely used in other applications. If any proposed tool involves any cost (including license, ATS cost), the same shall be mentioned in the commercial bid. The right and ownership of the developed software must be transferred to NCVET at the end of the development.

f. All the functionalities, as mentioned in the Functional Requirement Specification need to be covered by the System integrator in proposing the solution. System integrator can propose additional components as may be necessary for the successful implementation.

g. Based on the approved SRS and Solution Design Document and any additional feedback from NCVET, the System integrator shall undertake the system development, configuration and customization.

h. System integrator has to design and implement requisite user authentication and authorization as well as other IT security controls, for the entire solution. Detailed security requirements for DEP application are given in Section 3.2.1.4.

i. All registers and reports, as per users' requirements, or currently implemented in the form of manual reports, shall be incorporated in the MIS solution of the proposed system.

j. It shall be the responsibility of the System Integrator to arrange for the necessary development tools (hardware/software) during development & deployment, integration (with existing applications of NCVET/ it's stakeholders) and testing of DEP application.

3.2.1.2. Indicative DEP Solution Architecture

The indicative DEP solution architecture is depicted below:
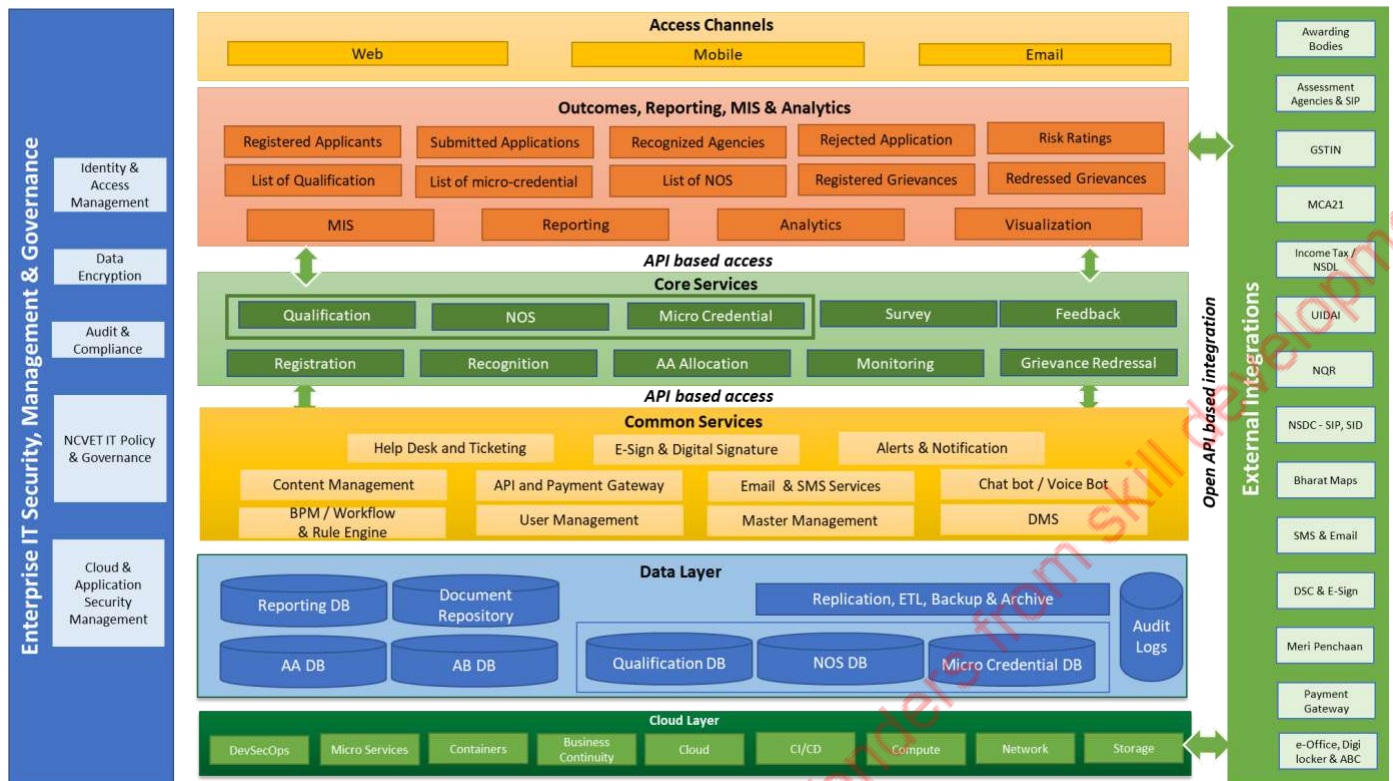
The above figure represents a high level lean based enterprise architecture for NCVET Digital Enterprise Portal platform which consists of various layers as mentioned below:

- Infra / Cloud Layer
- Data Layer
- Services Layer
    - Common Services
    - Core Services
- Reporting, MIS & Analytics Layer
- Access Layer
- Enterprise IT Security & Governance Layer
- External Integration Layer

Each of the layers have been described in below mentioned paragraphs:

Infra / Cloud Layer

Aligning with the architecture principle of enterprise architecture, NCVET would have a common layer of infra & cloud for catering the infrastructure requirements for hosting all support, and core applications of NCVET. To address the infrastructure requirements, the SI would use the services of the Cloud for provisioning cloud services. SI would manage the entire cloud services with the support of the Cloud Management team and their Helpdesk.

NCVET DEP platform will have an infrastructure / cloud layer catering to the network, compute, storage, backup, and archival solution requirements of all the application components. In a Cloud environment all elements of the services required by NCVET i.e., servers, security, network, and storage are virtualized and delivered as a service. The management layer shall be provided by the Cloud Service Provider and configured by SI, and the administrator can manage the entire services from related dashboards. The following are indicative list of services to be provisioned for NCVET by the SI.

a. **DevSecOps:** Introducing security earlier in the software development life cycle (SDLC) of NCVET. SI should implement agile based software development methodologies for implementing the DevSecOps software delivery cycle. The implementation of DevSecOps pipeline is critical in expanding the collaboration between development,

operations and security teams to be integrated in the software delivery cycle. Infusing security into the continuous integration and continuous delivery (CI/CD) pipeline, allows development teams to address some of today's most pressing security challenges. It is recommended that SI to implement DevSecOps to break down silos between development, security, and operations so that they can release more secure software faster and become more agile.

b. **Micro Services:** Microservices architecture allows for each service to scale or update using the deployment of service proxies without disrupting other services in the application and enables the rapid, frequent and reliable delivery of large, complex applications. Allowing each service to scale or update without disrupting other services in the application so that applications can be continuously delivered / updated as and when required.

c. **Containers:** This is a streamlined way to build, test, deploy, and redeploy applications on multiple environments on the cloud. Inside a container are all the necessary executables, binary code, libraries, and configuration files used to run anything from a small microservice or software process to a larger application.

d. **Business Continuity Solution:** A business continuity solution should be provisioned for maximum uptime of NCVET services. An industry-leading Disaster Recovery (DR) solution should be provisioned, to automate and orchestrate failover and fallback of workloads, ensuring minimal downtime in cases of disaster. For the hosted workloads should include the fault tolerance of solution components, backup & recovery of data and services and data replication. The DR will ideally be hosted on NIC Cloud.

To achieve business continuity the SI shall provision for hosting applications in Active-Active mode and multi zone DC DR setup should be implemented in the Cloud. The provisioning of cloud services over different seismic zones is an important factor in maintaining the business continuity of the solution and underlying services. The DC-DR failover drill exercise should be planned Quarterly/Half yearly as per the decision of NCVET. These drill activities should be done as a full-scale exercise at every quarter by switching the hosted applications between data center sites.

e. **Cloud Management:** Cloud management is a critical aspect of the solution, the SI would use the cloud management platform with the support of the Cloud Team and Helpdesk for managing the cloud services including compute, network, storage, security for effective monitoring and management of the same.

f. **Continuous Integration and Continuous Delivery (CI/CD):** Automating build and test processes to make sure the resulting in NCVET software is in a good state at all the times, ideally every time a developer changes code. Avoiding integration issues where the software works on individual developers' machines, but it fails when all developers combine their code. Continuous Delivery goes one step further to automate a software release, to make sure the software is always ready to go to production. The SI will implement CI/CD pipeline to ensure automated software build release and smoothly incorporating all the required module changes and build integration issues.

g. **Compute Engine:** Compute platform (the Cloud) will supply a virtual server instance and storage and APIs that let users migrate workloads to a virtual machine for NCVET. Users will allocate compute power and can start, stop, access, and configure their computer resources as desired.

h. **Network:** These services connect cloud components together to provide elastic infrastructures and platforms. It would rely on cloud based network that where critical CSP (NIC) management functions will be conducted over three special virtual networks referred to as the management plane, control plane and data/forwarding plane.

i. **Storage:** This service distributes data across different IT resources and locations and can meet more flexible data structure requirements. Object storage data elements are organized in a folder hierarchy, and each element has a globally unique identifier. Failure tolerance in a storage offering is provided through duplication of data element copies across the cloud environments.

Enterprise Data Layer
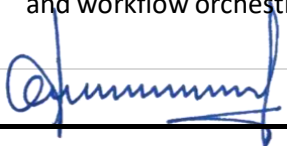
The data layer shall standardize the mechanisms for managing data and documents across NCVET services. NCVET DEP platform shall have the following data management capabilities common across the NCVET technology landscape and used across all other solutions.

a. **Assessment Agencies database:** This will consist of all the data related to Assessment Agencies which will be a part of registration of the AA's and their associated data including trainers, trainees etc.

b. **Awarding Bodies database:** This will consist of all the data related to Awarding Bodies which will be a part of registration of the AB's and their associated data.

c. **Qualification database:** This will consist of all the data related to Qualifications which will be a part of creation of the Qualification and the associated data.

d. **Micro Credential database:** This will consist of all the data related to Micro Credentials which will be a part of creation of Micro Credentials and the associated data

e. **National Occupation Standards (NOS) database:** This will consist of all the data related to NOS which will be a part of creation of NOS and the associated data.

f. **Replication, ETL, Backup & Archival capability:** Extract, Transform, Load (ETL) capability will be required in the NCVET landscape to enable copying data from one or more sources into a NCVET landscape, the source systems may represent the data differently from NCVET. ETL capability will enable extraction of data from the source systems, enforce data quality and consistency standards, the conformation of data so that separate sources can be used together, and finally deliver data in a presentation-ready format for review and acceptance.

g. **Document Repository:** Document management system or process shall be used to capture, track, and store electronic documents such as Notices/ Orders etc. generated by officials, responses/ submissions from taxpayer/ assesses.

h. **Reporting database:** NCVET architecture is proposed with a comprehensive reporting requirement with the ability to provide pre-defined and real-time custom reports. Reporting should support generation of reports from multiple NCVET datasets. To ensure there is no performance impact on transactional database, reporting is envisioned to be running from the data replication copy at the disaster recovery site of that transactional application.

i. **Audit Logging data:** Audit logging data would record all activities of NCVET DEP application as per system compliance requirements. There will be facility to log any changes initiated in the application as well as database. Security information and event management capability would monitor and analysis events of NCVET applications in real time. This would also track and log security data for compliance or auditing purposes. This would also be used to build an audit trail which would allow tracking user activity, and security teams can investigate breaches and ensure compliance with NCVET's Security and regulatory requirements.

Common/Support Services Group
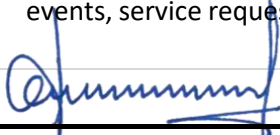
Support capabilities layer denotes required products and platforms in the solution landscape with key capabilities to support the functional services. Support services necessary support to ensure NCVET business operates technology in an efficient and safe manner with consistency and reduced overhead efforts.

a. **Content Management (ECM):** NCVET Architecture is proposed with an enterprise level content management system to capture, manage, store, preserve, and deliver content and documents with support for all types of content including document management, record management, web content management and digital asset management related to NCVET processes. The ECM capability would enabled NCVET data source by crawling and searching various Databases, File Systems, Document Repositories. ECM would also be used for File Management with ability to create and administer documents and records.

a. **Chat/Voice Bot**: A chatbot will be deployed to enable user with automated support for any queries. A Chatbot would be capable to handle basic user interactions with pre-approved response in Helpdesk with fallback option to redirect to human agent.

b. **BPM (Workflow) & Rule Engine:** A component to enable configuration of workflows and corresponding rules should be provisioned/ built in overall Architecture for enabling workflow-based processes and manage rules/ configurations for the same across various modules of NCVET. This component would enable seamless process and workflow orchestration for functionalities of NCVET's functional requirements. The Rules manager part of the

component should allow configuration business rules and provides the ability to register, define, classify, and manage all the rules, verify consistency of rules definitions through parameterized inputs.

c. **Alerts and Notification**: This component of NCVET should maintain and display module-wise list of notifications to be sent for pre-defined events/state changes/reminders, etc. The system should allow a user to configure which systemic and email/SMS/ in App notifications they would like to receive or not receive; default set to receive all notifications. The system should send appropriate notifications to the appropriate parties based on predefined rules via portal/email/SMS, etc.

d. **Email & SMS Integration**: The proposed system shall be integrated with the email and SMS solution for sending email and SMS as per the requirement of NCVET. The DEP application indicative functional requirements have already defined indicative use cases where the email and SMS services have been proposed. The SI should be able to integrate the same and provide the required services.

e. **API Gateway:** As a core Architecture principle NCVET DEP platform is planned to be built on Microservices based APIs to the extent possible; additionally, all integrations and information exchange with external applications shall also be enabled using APIs. This component shall offer all capabilities required for managing consumers of APIs exposed by NCVET and producers of APIs exposed by external systems for NCVET. It shall also offer capabilities like monitoring and metering of APIs; the most critical element enabling this interconnected ecosystem.

f. **Payment Gateway:** The Payment gateway is a mechanism that will enable NCVET to accept payments online from anywhere via different channels and devices. It helps in receiving payments from the users online and acts as a link between their bank account and that of the merchants. Furthermore, it authorizes a merchant to conduct a payment transaction through payment sources, like net banking, debit card, credit card, money wallets, and UPI. It is envisaged that DEP application will be integrated with payment gateway for receiving payments from various users in a online mode.

g. **E-Sign & Digital Signature:** The digital signature solution will enable applications/systems to digitally sign documents/Letters/Notices for ensuring the integrity & authenticity of the content generated/ exchanged on the NCVET DEP platform. Digital signature certificates will primarily be enabled for approvers and officials responsible for generating signed documents. The digital signature system can also be used as an additional factor of authentication for NCVET users depending on the role. NCVET should support bulk as well as individual signing of documents. The DEP application is envisaged to be integrated with e-Sign and Digital Signature for providing Digital Signing of documents, orders, approvals etc.

h. **NIC E-Office:** It is envisaged that the DEP application is to be integrated with NIC e-Office system for seamless flow for documents and approvals accorded in the system to NIC e-Office for further processing.

i. **Document Management System (DMS):** NCVET Architecture is proposed with an enterprise level document management tool to capture, manage, store, preserve, and deliver content and documents with support for all types of content including document management, record management, web content management and digital asset management related to NCVET processes.

j. **User Management:** For effective management of users and their accounts, giving them access to various IT resources like devices, applications, systems, networks, SaaS services, storage systems, and more. User management will enable administrators to grant access and manage user access and control user accounts. A user management system forms an integral part of identity and access management and serves as a basic form of security. The DEP application will have the capability to create, modify, accord various rights to the application users. The system should have the capability to provide role-based access control to various users based on the requirement of NCVET in different processes and functionalities.

k. **Master Management:** Master management will give us accurate, reliable, complete, 360-degree view of your data that can be used for insights, analytics, and business intelligence. Master management will get NCVET the data that fits its purpose, ready for use, and can be a reliable source of information.

l. **Helpdesk and Ticketing:** A common Helpdesk solution shall be used across all NCVET modules to enable information management between NCVET users and IT support teams for resolution of any queries, incidents, events, service requests etc. Helpdesk solution should incorporate latest features and technology capabilities such

as Contact Centre, remote desktop support, Chatbots to execute Helpdesk processes to drive operational efficiency and satisfy end-user requirements.

Core Services Group

This layer refers to the spectrum of services that will be used to serve the needs of the NCVET throughout its lifecycle and to give secure, reliable, and transparent information to all its users. These services should support seamless integration with Grievance, Micro Credential, Assessment Agency Allocation, Survey, Feedback, Registration, Recognition, Qualification, NOS, Monitoring.

Reporting, MIS & Analytic Layer

NCVET DEP platform shall empower its applications and users with data-driven decision making by deploying an efficient Reporting engine to offer the following capabilities that will be common across the NCVET technology landscape and other solutions:

a. **MIS:** The Management Information Layer is responsible for manifesting a unified representation of the information aspect of an NCVET which shall be provided by its various IT services, applications, and systems enabling NCVET's needs and processes. A Management Information System (MIS) would enable NCVET officials to evaluate, analyze, and process NCVET data to produce meaningful and useful information based on which the management can make decisions.

b. **Reporting:** Solution will be capable of generating various user defined/ configurable reports for providing a concise view of parameters as defined and Ad Hoc reports based on needs and requests of various NCVET users. This will also provide data inputs to the dashboards which will be made available to the various applications as per their role.

c. **Analytics:** AI and Machine Learning analytics can detect patterns, find outliers, create deep connections in NCVET data much faster and with far more accuracy than was previously possible. Through the cloud, they can tap into more data from more sources – including social media, surface insights, opportunities, and risks that would otherwise remain hidden.

d. **Visualization:** Considering the size and scale of operation of NCVET services, a large amount of data is being generated. NCVET can use this data to monitor and improvise the quality, efficiency, and coverage of NCVET scope. NCVET DEP platform shall have data visualization capability that will work on top of reporting engine to enable the graphical representation of and data using visual elements like charts, graphs, maps, etc. with drill-down capabilities to see understand trends, outliers, and patterns in data.

Access Channel Layer

This layer comprises of the various interfaces/ channels that would allow the users to access the various business functions of the NCVET applications. NCVET has been envisioned to have a web-based Back-office application for enabling the users to perform the various business functions pertaining to NCVET and other related ancillary processes. The users shall also be provided with a Web-based NCVET DEP application and a Mobile app.

This layer will enable access to NCVET services for all its applications by identifying the service delivery/ access channels. NCVET DEP platform shall offer access to its services through the following channels and deliver an omnichannel experience to users:

a. **Web/ m-browser:** NCVET DEP platform shall enable information dissemination and access to all services through a responsive web interface accessible over the internet on web browser through any device.

b. **Mobile Apps:** NCVET platform shall also provide mobile app for NCVET / authorized users, enabling omnichannel access to NCVET application.

c. **NIC email & SMS integration:** NIC email & SMS services shall be integrated to send automated mail, alerts / intimations etc. to registered email ids, based on preferences of individual users.

Enterprise IT Security, Management & Governance Layer

Enterprise IT Security layer denotes the services required for secured access of services, data, and user interface

ensuring all data communication with NCVET's infrastructure to be governed by NCVET's Information Security Policy. This will ensure security of all applications hosted in NIC cloud including comprehensive malware protection, data leak protection, active intelligence on real-time threats, and protection from advanced endpoint attacks.

a. **Lightweight Directory Access Protocol (LDAP)**: It is a mature, flexible, and well supported standards-based mechanism for interacting with directory servers. It's often used for authentication and storing information about users, groups, and applications, but an LDAP directory server is a fairly general-purpose data store and can be used in a wide variety of applications. LDAP is vender-neutral, so it can be used with a variety of different directory programs. Typically, a directory contains data that is:

- **Descriptive -** Multiple points, such as name and location, come together to define an asset.
- **Static** - The information doesn't change much, and when it does, the shifts are subtle.
- **Valuable -** Data stored within the directory is critical to core business functions, and it's touched over and over again.

b. **Identity & Access Management:** The platform should have the capability to define policies and enforce implementation of identity & role management and access authentication & authorization. These willcomprise a range of technologies to manage user authentication, authorization, and accounting. The primary objective of such capability shall be to maintain user identity, roles, and permissions within the NCVET ecosystem. The identity and access management layer will also be responsible for managing logging mechanisms, authentication mechanisms, and policies for managing privileged users such as system, application, and database administrators by using Privileged Identity/ Access Management.

c. **Data Encryption:** Solution for protecting data from unauthorized access and data corruption throughout its lifecycle. Data security includes data encryption, hashing, tokenization, key management, and data loss prevention practices that protect data across all applications and platforms. Data security will also cover database activity monitoring to monitor and manage database activity including the activity of privileged users, database modifications, protection from database-specific threats such as SQL injection attacks, and log management.

d. **Audit & Compliance:** Solution for performing periodic audits (both external and internal) to inspect the functioning of all NCVET DEP platform components, comprising of a security audit, quality checks/ compliance, and management of audit compliance SLAs. Vulnerability scanning tools will be deployed to run infrastructure and application scans.

e. **Application Security:** Solution for developing, adding, and testing security features within applicants to prevent security vulnerabilities against threats such as unauthorized access and modification. Security controls should be built for applications from all access channels like the web, mobile. etc. A secure SDLC framework leveraging Dev SecOps will be used for any application development activities. Having a DevSecOps approach will ensure that security is built-in during the development of applications. Continuous threat and vulnerability management must be adopted to identify. track, and resolve vulnerabilities and exploits within the IT landscape of DEP.

f. **IT Policies:** To ensure adoption of standardized mechanism across the landscape requires standard policies and processes to be defined for designing, building, and operating large platforms. Various frameworks provide guidance on the required definition of such policies and processes, and the same should be adopted in NCVET.

g. **Government & Risk Mitigation:** Development of a comprehensive Governance and Risk Management plan and ensuring compliance to pre-defined standards / certifications and NCVET architecture, layers, and policies. NCVET shall also deploy required tools for implementing GRC plans across all modules and services. The combination of security and privacy governance structure, information security policies and procedures, risk management, compliance to regulatory and industry standard requirements frameworks will help build and strong GRC foundation for NCVET.

h. **IT Monitoring Services**: The NCVET DEP platform is intended to be built as a performance-oriented IT landscape enabling seamless service delivery with minimal disruption and immediate response to any threat or incident. Following the principle of "Proactive Monitoring & Response", NCVET DEP platform will offer the required tools and technologies to enable the following aspects of end-to-end monitoring of the NCVET DEP platform:

  i. **SLA Monitoring** — To monitor the service level goals that the NCVET DEP platform aims to achieve and maintain and making explicit the expectations that shall be required to adhere to, throughout the

Agreement, SLA monitoring tools shall be deployed and configured for proactive monitoring of service levels being achieved/ delivered. This tool shall be used to monitor SLAs throughout the NCVET landscape.

ii. **Application Monitoring:** A robust tool should be used for the complete Application Performance Monitoring (APM) and visibility into the health of key applications, integrations, their supporting infrastructure, and knowledge of issues that can impact the availability of key systems and end-users experience as well.

iii. **Database Monitoring:** Database Performance Analyzer should be used to improve database response time, to quickly identify exactly which steps in which operations may be causing application delays, making it easier to reduce response time and improve the end-user experience as well. Additionally, Database activities should be monitored and tracked to keep an audit trail of the same.

iv. **Network Monitoring** For network uptime and least response time of network services, network monitoring tools should be used in NCVET. This tool should be based on FCAPS (fault, configuration, accounting, performance and security) functionalities. FCAPS is the ISO Telecommunications Management Network (TMN) model and framework for network management.

v. **Infrastructure Monitoring:** All devices which include core components (Router, switches, compute, and storage) etc. that need to be monitored.

vi. **Integrations Monitoring:** Considering the dependencies on various internal and external systems, it is essential to monitor availability and response times of all integration touchpoints.

vii. **Security Monitoring:** Security monitoring should cover a set of capabilities to monitor user, host, and network activity to identify potential threats to NCVET's IT landscape. It should implement a Security Incidents and event management capability integrated with the logging systems to capture events from users, network devices, security devices. and hosts to identity security incidents. This monitoring should also be coupled with incident management system that will identify, detect, respond, and remediate any of the security incidents in NCVET environment.

i. **Infra & Cloud Security:** Solution for implementation of a multi layered defense approach to security of NCVET's IT Infrastructure using multiple mitigating security controls to resources and data and ensuring all data communication with NIC locations (DC/DR) to be governed by NCVET's Information Security Policy.

Enterprise Integrations Layer

The integration layer shall act as a bridge between the external and internal Applications and provide integration backbone for internal solution stack. NCVET DEP platform shall have integration capabilities that will be used to integrate various internal and external stakeholders. As a core Architecture principle NCVET DEP platform is planned to be built on Microservices based APIs to the extent possible; additionally, all integrations and information exchange with external applications shall also be enabled using APIs. This component shall offer all capabilities required for managing consumers of APIs exposed by NCVET and producers of APIs exposed by external systems for NCVET. It shall also offer capabilities like monitoring and metering of APIs; the most critical element enabling this interconnected ecosystem.

The integration requirements using these components and beyond (if required) are detailed in the Integration requirement section.

External Integrations

NCVET would have external integration with other systems and agencies. The proposed new application would have interface with other internal and external systems for data transfer and validation purposes. This layer specifies various external interfaces required for NCVET solutions. The integrations with the external entities may change as per the business requirements of NCVET. Some of the external integration interfaces identified are mentioned in the Appendix III.

The list of key areas of the DEP platform is given in the table below:

S. No.	Key Process Areas
1.	Recognition
2.	Monitoring
3.	Qualification/NOS/Micro-Credentials creation, approval and adoption
4.	Grievance Redressal Mechanism

The functional requirements of each of the aforementioned areas are provided in Appendix II. In addition to the functional requirements, the NCVET application shall also contain the following functionalities as part of the overall solution requirements.

i.   **Web Portal:** Web Portal will offer end users a secure, centralized access point with an intuitive user experience through a web-based user interface for NCVET and it's stakeholders. A dynamic user management system with access based on roles and permissions should be supported by the application. The administrator's function should include the capacity to establish user accounts and delegate user rights. There should be a forgotten password option in the login module. In the case that a user forgets their password or wants to reset it, targeted push alerts should be provided to their registered email address and an OTP should be issued to their registered mobile/email.

The components like a distinct meta title and meta description, SEO, Global AI content search, simple workflow and publication controls, security and multi-platform capabilities with chatbot support and callback functions, clear privacy choices, multifactor authentication, and data caching are all available.

ii. **Web Application Services:** Web Application services would act as a container for presentation and application logic. It must provide services for transactional integrity, scalability, and availability. Furthermore, it handles the session as well as the requests and answers to and from its users and resources in accordance with the Government of India Guidelines for Indian Government Websites (GIGW) developed by MeitY. The dashboard shall have alert and notification functionality for NCVET users, Assessment Agencies (AA), and Awarding Bodies.

Utilizing the latest modern website design technologies that are compatible with all current user technology platforms (browsers, operating systems, and client systems) and complete a security audit of the web application, web server, and database server on a regular basis and after any major configuration changes, and patch any vulnerabilities discovered.

iii. **Dashboard:** Customizable holistic Dashboards must be designed to meet NCVET requirements for ease of use and flexible sharing while providing essential information and intuitive analytics for real-time data-driven decision making with drill-down and export data capabilities. It will have cross-device interoperability, progress tracking, and configurable SMS and email connectivity. List of indicative dashboard requirements are mentioned in Appendix IV.

iv. **Interactive Forms:** Assessment agencies, and awarding bodies will be able to provide feedback using interactive forms. Surveys, voting, and other interactive forms might be used, with the ability to react immediately by email/sms.

v.   **Indexing & Search Services:** This would be used to index and search all knowledge repositories stored across the system infrastructure. The site should provide a search feature for public users and training providers organised by sector, qualification, location (state, city, and district, as well as an enter location field), etc.

vi. **Workflow:** The system will have provision to implement multi-role workflows for the processes mentioned in the RFP. The workflow will have the provision to configure various user roles for review, revert, reject, and approval including selective revert, selective forward to any internal officials of NCVET. There shall also be provision for attaching various documents and notes in the workflow. The workflow shall also include a detailed action history of the actions taken by various officials of NCVET including comments mentioned by the officials and associated time stamping should also be displayed.

vii. **Document Management:** Document management suite should be capable of receiving, storing, indexing, managing, and tracking documents. It should be able to maintain track of the numerous versions generated

and changed by various users. The user must be able to print and download documents when viewing them. Document management suite would offer a method for storing, retrieving, and accessing digital data and files.

viii. **Bilingual Support:** The application interfaces should be bilingual (English and Hindi) and include a Unicode support. In the web interface, the end user should be able to choose the language.

ix. **MIS Reporting:** This submodule shall produce the following categories of reports, among others:

The reports should be created in common formats such as PDF, XLS, DOC, DOCX, PPTX, XLSX, and so on.

Fixed reports: The programme should provide interactive reporting dashboards with real-time and powerful reporting capabilities. The programme should use standard tools to publish reports, and the publishing engine should be able to create output in a variety of formats, such as PDF, HTML, DOCX, PPTX, XLSX, and others. The data visualization may also be emailed or printed.

Ad-hoc Reports: The programme should provide integration, ad hoc querying, and analysis for business users. The programme should generate new analysis or alter current ones in dashboard pages. Business users do not need to comprehend physical data storage to intuitively, swiftly, and simply aggregate data from numerous corporate information sources. Tools and utilities for design layout should be given, such as Open Office, MS Office, Adobe Acrobat, and others.

All reports must always be published in both English and Hindi. List of indicative MIS reporting requirements are mentioned in Appendix V.

x. **Master Management:** The system should include masters such as sector, state, city, district, role, designation, awarding body, information etc. on acceptable qualifications (NSQF), training partners, and assessment agencies.

xi. **Other Features:** The system should include following features as well:
   a. Bharat Maps - To integrate a base map service that uses 1:50,000 scale reference data from the Survey of India, ISRO, FSI, and RGI to map all training and other resource centers.
   b. Elastic search for site search - For data transformation, an open-source distributed search and analytics engine with a focus on speed, scalability, and relevance is required.
   c. Elastic Load Balancing - It will monitor the health of its registered targets and route traffic only to healthy targets, as well as automatically distribute our incoming traffic across multiple targets, such as machine instances, containers, and IP addresses, in one or more availability zones to provide a seamless experience.
   d. Realtime event notifications - It will alert users in real-time via platform-based/email/SMS whether any event-driven procedure is successful or unsuccessful.
   e. SSL Certificates - used to encrypt sensitive information transferred over the Internet so that only the intended recipient may view it.
   f. Reporting – it will trace every interaction and create reports based on advanced analytics.
   g. Priority matrix for Grievance Management will prioritize the ticket category and query response time for the accumulated grievances to help engaged users timely.
   h. Feedback Mechanism- It will collect trainee feedback to improve application performance and user engagement.
   i. AI & ML based Chatbot/ Voice Bot Platform - to intelligently handle/answer/reply to enquiries, AI/ML-based Chatbot/ Voice bot solutions must be integrated with multiple citizen interfaces.
   j. Error Management – it will include user monitoring, session tracking, deployment tracking, inbound filtering, breadcrumbs, dashboards, insights, reports, and Application Performance Management procedures.

3.2.1.3. Mobile App Development

The System integrator shall develop mobile app for the DEP on Android and iOS, as part of the overall solution

requirements. This shall include:

a. Provision of installing, configuring and using function-specific mobile apps for both smart phones and tablets for accessing services

b. Standardization of mobile apps on Android and iOS and support for push notification and application updates from the central server

c. Mobile app for DEP shall have facility to upload and attach scanned documents to a particular request or form

d. Provision of multi factor authentication through User ID + Password and OTP via SMS for logging in

e. Mobile apps for any mobile operating system that may come in the future shall be taken care through suitable change request mechanism.

3.2.1.4. *Security Architecture & Requirements*

Solution should comply with latest Information Technology Act including all amendments thereon as issued by Govt. of India and its equivalent authorities, specially all security guidelines and other guidelines as issued by MeitY. Users shall access to the system using multi-factor authentication, which should involve specification of a user identification, a password and the applications displayed must be as per the user profile and authority. The system should allow user to change his/her password based on a given period as well as give the user the option to change his password at any time. The system should disable the User profile after three unsuccessful log-on attempts. The system should be able to log successful and failed attempts to the system.

i. Information, hardware and software must be secured to both internal and external parties (such as through password encryption).

ii. The security measures adopted must be of wide range and of high quality, to create confidence in the systems security and integrity. The system must be protected against deliberate or accidental misuse that might cause a loss of confidence in it or loss or inconvenience to one or more of its users.

iii. The application system should strictly be password protected and access to different process areas should be role specific

iv. Audit trails should be provided to allow the activities of users to be monitored.

v. For the system, security must be available at Functional level, User group/class level, Menu level and Transaction type level.

vi. There should be 3 levels of Security Considerations as described below:

    a. At User level: This should include at least the following aspects:

        i. User authentication

        ii. Role based access to services, transactions and data

        iii. Provision for Digital Certificate/ e-sign to be used for signing the Documents

    b. At the Network/ Transport level: This should include at least the following aspects

        i. Network Link Encryption (IPSEC)

        ii. Encrypted HTTP session using SSL (HTTPS)

    c. At the Application & Database level: This should include at least the following aspects

        i. Secure storage of user credentials through RADIUS or equivalent protocol

        ii. Server –to-server communication encryption secure mode

        iii. Secured/ encrypted storage of data/ data elements in Database & DB Backups

        iv. Comprehensive logging & audit trail of sessions and transactions

3.2.1.5. *Integration with Existing Applications*

System integrator has to study the existing internal applications of NCVET and carry out necessary integration with the proposed DEP after identifying integration points, data exchange type and mode of integration. The main objectives of integration are:

i. To ensure that single truth of data is maintained for all associated system
ii. To facilitate seamless exchange of information for carrying out cross-functional tasks

It is currently envisaged that the proposed IT-System would have to integrate with the following existing applications:

i. NQR
ii. Any other system decided by NCVET for integration

The details of the aforementioned systems are given in the table below.

System	Technology Details	Current Status
National Qualification Register (NQR)	HTML, Jquery, Wordpress, Laravel 9, PHP, MySQL, Apache, RHEL	Under implementation

Apart from the above, the DEP shall be integrated with email and SMS gateway for sending alerts and notifications to users. System Integrator may utilize email and SMS system of NIC for integration with DEP.

3.2.1.6. *Testing and Quality Review*

The System Integrator shall design the Testing strategy including Traceability Matrix, Test Cases and conduct testing of various components of the Web-based DEP configured for NCVET. The DEP testing shall at least include Unit Testing, System Integration Testing, Performance Testing, User Acceptance Testing (UAT), etc.

The System Integrator shall obtain the sign-off from NCVET on testing approach and plan (inclusive of Test cases). The System Integrator shall perform the testing of the DEP based on the approved test plan, document the results and shall fix the bugs found during the testing. Though NCVET is required to provide formal approval for the test plan, it is the ultimate responsibility of the System Integrator to ensure that the application delivered meets all the requirements of the DEP implementation specified by NCVET in this RFP document.

The System Integrator as part of the DEP testing shall carry out the following activities:

i. The System Integrator shall prepare the application testing procedure for conducting test on various process areas of the DEP solution including the test cases. The application testing shall include Unit Testing, System Integration Testing, User Acceptance testing, Performance Testing (Full Load/ Stress Test), Integrity Testing, Security & Access Control Testing etc. The reports will be shared with NCVET, on which NCVET may take inputs from PMU.

ii. The System Integrator shall obtain the sign-off from NCVET on the testing approach and plan.

iii. The System Integrator shall prepare automation test scripts for regression testing and obtain the sign-off from NCVET.

iv. The System Integrator shall demonstrate to NCVET that the solution meets all the functional & technical requirements as per the RFP including FRS, SRS and Software Design Documents finalized during the System Study.

v. The System Integrator shall test the integration of the cross-function processes as well as the external applications based on the approved testing procedure.

vi. On successful completion of the Integration test, the System Integrator shall conduct the Full load/ Stress test (including concurrency testing) using suitable tools in accordance with the approved test plan. These tools have to be provided by System Integrator.

vii. System Integrator shall provide necessary support for conducting User Acceptance test by the identified employees of NCVET. System Integrator shall share test cases and demonstrate testing procedure to the identified users.

viii. The System Integrator shall fix the bugs/errors found during the testing (including concurrency testing), document the results of the testing and submit a report to NCVET.

ix. System Integrator shall obtain sign-off from NCVET on the UAT report to consider completion of UAT.

3.2.1.7. User Acceptance Testing

System Integrator must ensure thorough testing of the final DEP application before it is delivered for User Acceptance Testing (UAT). Detailed UAT test cases/scenarios along with test data shall be provided by the System Integrator to NCVET for review. System Integrator, in conjunction with NCVET, shall conduct the User Acceptance Testing (UAT) to ensure satisfactory completion of the application development/customization as per the approved FRS, SRS and Solution Design Documents. The System Integrator has to provide the test cases/scenarios for such testing along with test data and handhold NCVET users to carry out the UAT. System Integrator should also continue to fix any issues identified during the testing before the final acceptance of the application.

The UAT should be done using real life scenarios and hence all levels of users must be allowed to conduct the proper testing. Any defects or functional gaps identified during the UAT shall be addressed by the System Integrator for final acceptance of the solution. The accessibility of site or product testing should also be done under UAT for conformance to WCAG standards.

Apart from this, the selected Bidder shall develop a traceability matrix for validation of compliance of system against the defined requirements. The acceptance testing for the functional requirements and integration components shall be performed by the selected internal department users at NCVET. NCVET may take assistance of PMU in the same. The system has to satisfy the internal user acceptance testing for go-live.

For conducting the User Acceptance Testing, NCVET shall identify the employees from respective divisions, who shall be responsible for day-to-day operations of the functions automated through the project. The system, during the functional requirements review, shall necessarily satisfy the user acceptance testing process.

3.2.1.8. Security Testing and Certification

System Integrator shall carry out security testing of the DEP application including comprising of vulnerability assessment and penetration testing. This should be initiated by the System Integrator within 1 month of completion of UAT. The system integrator shall carry out such testing activities through STQC or equivalent agencies (acceptable to NCVET) and provide the certificate for successful testing of the DEP prior to go-live. The SI will conduct concurrent speed testing of the DEP application prior to complete Go-Live. All costs related to carrying out such security testing and certification shall be borne by the System Integrator.

3.2.1.9. Go-Live of DEP Solution

As part of the Go-Live of DEP solution, the System Integrator has to carry out the following activities.

i. Development and testing of all functional modules
ii. Deployment and implementation of the application
iii. Training and capacity-building for NCVET staff
iv. User acceptance testing of DEP solution
v. Stabilization of DEP solution

3.2.1.10. Go-live Acceptance Criteria

Following are the list of acceptance criteria that shall be applicable for Go-Live:

- Complete implementation of DEP application
- Confirmation from NCVET about DEP gone live

NCVET would assign a designated nodal officer with the responsibility to provide the Go-Live acceptance.

3.2.1.11. Project Documentation

The System integrator shall provide detailed system documentation to NCVET for reference. System integrator shall

prepare the final user manual incorporating details of all menu and functionalities provided by the system. NCVET expects the following (but not limited to) from the System integrator with respect to project documentation. Key documents required are:

    a.   Project Inception Report comprising of Detailed Project Plan, Resource Deployment Plan, Communication Plan, Risk Plan, Training Plan, milestone and timelines etc.

    b.   System Study Report comprising of To-Be Recommendations, Solution Design documents (including HLD and LLD) and SRS consisting of granular details of each functional activity and any changes (if any) after the proposed system implementation.

    c.   Fortnightly progress report consisting of current status, plan vs. achievement, issues and risks, and activities planned for next fortnight.

    d.   Product backlog, sprint backlog, sprint review etc.

    e.   Configuration documents consisting of system setting and parameters for each function including DC & DR.

    f.   User Manual including system instructions and use cases, sample reports, screen formats, details of menus and instructions on how to perform specific tasks in the system using screenshots.

    g.   Any other documentation required for usage and maintenance of implemented solution at NCVET like Technical Manual, Installation Guide, System Administration Manual.

    h.   Standard Operating Procedures (SOPs).

    i.   Troubleshooting guides and FAQs for every component of the DEP

A fortnightly progress review meetings would be conducted at NCVET office wherein progress report and help items would be presented and any suggestions or additional points given in the meeting will need to be incorporated in the document. The System integrator shall provide minimum 1 hard copy and soft copy of the afore-mentioned documents.

3.2.1.12.　Third Party Audit

NCVET will appoint a Third-Party Auditor through STQC or equivalent agency to audit and certify the deployed DEP System to ensure that the application meets the security and performance standards, while complying with the recommended infrastructure and future scalability and manageability. This would also include Accessibility Audit. All costs related to Third Party Audit shall be borne by NCVET. The System Integrator shall provide all necessary support to ensure that the audit process is carried out smoothly. The audit, at a minimum, shall be carried out on the following aspects

- Security & Privacy as per GOI
- Performance
- Availability
- Manageability
- SLA Reporting
- Data Quality

NCVET may also get the solution audited through the Third Party Auditor periodically (at least annually) after Go-Live in order to ensure success of the project and system stability.

Security and Performance Testing

The software application developed/customized shall be audited by third party from a security and controls perspective. Such audit shall also include the IT infrastructure and network deployed for the project. Following are the broad activities to be performed, but not limited to, as part of Security Review for the solution.

- Audit of Network, Server and Application security mechanisms
- Assessment of authentication mechanism provided in the application /components/processes
- Assessment of data encryption mechanisms implemented for the solution
- Assessment of data access privileges, retention periods and archival mechanisms
- Server and application security features incorporated

- Application Security mechanisms should be accessed in compliance with the Indian IT Act 2000, 2008 Amendment and IT rules 2011, etc., such that it maintains data/information Integrity, Confidentiality, and Non-repudiation
- Audit of Security mechanisms so that they are in compliance with the latest Guidelines by the Controller of Certifying authority (CCA) of India, Indian IT Act, ISO 27001, etc.

Performance

Performance is another key requirement of the project and the third party auditor shall review the performance of the deployed solution against certain key parameters defined in SLA. Such parameters include request-response time, workflow processing time, concurrent sessions supported by the system, disaster recovery drill etc. The performance review shall also include verification of scalability provisioned in the solution for catering to the project requirements.

Availability

The solution must be designed without any single point of failures. Appropriate redundancy shall be built into all the critical components to provide the ability to recover from failures. The TPA shall perform network, server, security, DC/DR fail-over tests etc. to verify the availability of the services in case of component/location failures. TPA shall also verify the availability of the project services to all the users in the defined locations.

Manageability

TPA shall verify the manageability of the solution and its supporting infrastructure deployed by the selected Bidder that includes remote monitoring, administration, configuration, inventory management, fault identification etc.

SLA Reporting

TPA shall verify the accuracy and completeness of the information captured by SLA monitoring system implemented by the System integrator and certify the same. The SLA monitoring system shall be configurable to use for calculating the payment to be made by NCVET after deducting necessary penalties.

Data Quality

TPA shall perform Data Quality Assessment for the sample data migrated by the System Integrator to the new system. The errors/gaps identified during the Data Quality Assessment shall be addressed by the SI before Go-live of the solution in production environment.

3.2.2. Hosting Infrastructure for DEP

3.2.2.1. Hosting over NIC Cloud Data Centre and DR Site

i. The System integrator shall assess and provide the specifications for cloud infrastructure required at the NIC DC/DR to deploy and host the DEP application. System integrator shall assess and provide the specifications for the network cloud infrastructure required for the DEP.

ii. The System integrator shall prepare the Business Continuity and Disaster Recovery plan in compliance with the ISO 22301 Standard certification.

iii. The System integrator shall not be responsible for cloud infrastructure procurement but will provide detailed requirements for DEP hosting on NIC cloud to NCVET.

iv. The System integrator shall be responsible for monitoring and reporting on the performance of the cloud infrastructure at NIC DC/DR as well as coordinating with NIC DC/DR support team for any troubleshooting and resolution.

v. The proposed application is to be hosted at the cloud infrastructure to be provided by NIC DC and DR and system integrator should propose all hardware and software compatible with the infrastructure available at NIC DC and DR. System integrator must ensure that the complete application continues to run successfully for any future software and hardware upgrades.

vi. System Integrator shall be fully responsible for upgrades, security patches, bug fixes and other operational

aspects of the infrastructure that is within its scope or purview.

vii. System Integrator will also be responsible for maintaining the application in the hosting infrastructure by taking regular data and application backup for recovery, provide patches and updates to maintain the application performance up to the desired level, installation of applications in the servers, provide reports on application uptime and performance as per the defined SLAs on monthly basis.

viii. System Integrator shall provide interoperability support concerning available APIs, data portability etc. for NCVET to utilize in case of change of cloud service provider, migration back to Local Data Centre, burst to a different cloud service provider for a short duration or availing backup services from an alternate Cloud service provider.

ix. System Integrator is required to prepare and submit along with their bid, the details of methodologies and computations for sizing and capacity of storage, compute, backup, network and security resources.

x. NCVET shall retain ownership of all virtual machines, templates, clones, and scripts/applications created for NCVET's applications. NCVET shall retain the right to request (or should be able to retrieve) full copies of these virtual machines at any time.

xi. During the time DR site is active, all DEP services and functions should be available to the end-users.

xii. Additional Parameters

    a. System Integrator should configure, schedule, and manage backups process at NIC cloud of all the data including but not limited to files, folders, images, system state, databases and enterprise applications

    b. Encryption of all backup files and data and proper management of encryption keys should be ensured by the System Integrator.

    c. System Integrator shall not delete any data at the end of the agreement (for a maximum of 90 days beyond the expiry of the Agreement) without the approval of NCVET. In case of data, VMs, clones, templates, etc. pertaining to NCVET is not transferred within these 90 days, the system integrator shall submit all such data, VMs, templates, clones, etc. to NCVET within 30 days through suitable media and without any changes to such data, VMs, templates, clones, etc.

    d. System Integrator should carry out frequent DR drills (minimum two in a year) to ensure DR failover and smooth switchover.

3.2.2.2. *Preparation of Disaster Recovery Operational Plan*

The System Integrator should provide detailed operating procedures for the DEP during the following scenarios. These shall be mutually agreed upon with NCVET during the project kick-off.

i. Business as usual: the primary site is functioning as required, procedures for ensuring consistency of data availability at secondary site.

ii. Disaster: Declaration of disaster, making the DR site live for production, ensuring availability of users to the secondary site.

iii. Operations from DR site: Ensuring secondary site is addressing the functionality as desired

iv. Configure proposed solution for usage

3.2.2.3. *Periodic Disaster Recovery Plan update*

The System Integrator shall be responsible for –

i. Devising and documenting the DR policy discussed and approved by NCVET.

ii. Providing data storage mechanism from the Go-Live date till the date of contract expiry for the purpose of compliance and audit

3.2.3. End-user Hardware/ Software

NCVET has provisioned laptops/ desktops. The same shall be utilized for accessing the DEP application. For the purposes of accessing the DEP application, the system integrator shall ensure that proposed DEP operates at a minimum on the following:

Browser Supported: MS Edge+, Chrome 100+ on Windows, Firefox 106+, Safari 4+ on Mac 10.5.7+ or upward version of these browsers.

Other than standard software freely available, if any specialized client software needs to be installed on end-user desktops/laptops, then system integrator shall carry out the same.

3.2.4. Migration of Records

3.2.4.1. Data Migration

The System Integrator should keep the provision of bulk data upload on the NCVET DEP platform.

3.2.5. Training to NCVET Staff and to extended environment of Skilling system

The objective of NCVET behind these trainings are to equip its direct users with the right skills, and knowledge to optimally use the DEP solution being implemented.

The System Integrator has to undertake necessary training activities at different levels of NCVET to ensure successful implementation of the proposed DEP at NCVET.

i. The System Integrator must ensure comprehensive training is imparted to all NCVET staff categories to make them well conversant with the functionalities, features and processes built in the DEP. This is aimed at ensuring smooth operations are enabled through System. The SI shall train all nominated employees and provide relevant training materials to them. The training plan should indicate the schedule, scope, resource requirement & participant details of all the trainings.

ii. The SI will also impart online trainings to the AA's/ AB's and other stakeholders including their selected participants to a maximum of 250 trainees.

iii. SI would need to provide online user manuals, e-learnings and FAQs for NCVET staff and AAs/ABs for self-paced learning.

iv. The training activity by the SI shall primarily include training on DEP application, functional training.

v. Under training model, the System Integrator shall train approximately 50 identified staff from NCVET for a maximum period of 3 days.

vi. The System Integrator shall impart training through lectures and presentations (including hands-on subject to availability of infrastructure) to ensure that all NCVET staff are sufficiently trained on the new system to operate on a daily basis.

vii. The System Integrator shall carry out refresher training, two sessions of one-day each every 6 months at NCVET for first three years of Operations and Maintenance through a dedicated training course.

viii. The System integrator shall submit the course materials, presentations and any other material used in the training delivery to NCVET in English. The System integrator shall provide a detailed online training manual in English and FAQs for each function of the proposed DEP in both English and Hindi. Hard copy of the training material in English shall be provided by the System Integrator to each participant during the training session, while soft copy shall be uploaded to the DEP.

ix. The System Integrator shall also provide online training course comprising of pictorial step-by-step guides for self-paced learning by employees NCVET. The training course/material shall be the property of NCVET.

x. NCVET will arrange all the necessary infrastructure such as space, snacks, stationery, power, network connectivity and projectors, etc. at the training location.

xi. Training will happen in Delhi. System Integrator shall bear all expenses related to travel, lodging, boarding, etc.

of its trainers.

xii. System integrator shall use various predefined forms for gathering data regarding the satisfaction of trainees on the training delivered. Feedback on the training shall be on a scale of 1 to 10 where 1 reflects low performance and 10 reflects high performance.

xiii. In case average feedback for a particular batch received is below the rating of 6, System Integrator shall carry out re-training of that particular batch without any additional cost to NCVET.

xiv. Detailed feedback report regarding each training session has to be submitted by the System integrator to the NCVET management.

3.2.6. Change Management

Organizational change management encompasses process improvement that includes Business Process Re-engineering; improved "To-Be" processes, etc., management interventions like project implementation, training and capacity building, etc. and external relations.

Introducing reforms need to be accompanied by efforts to communicate the change implication to all the stakeholders for better buy-in. This will include communication to employees on the objective and benefits of new system, how to avail services in the proposed system etc. and the employees should be skilled to approach the services in an altogether new way, etc. A well-calculated and well-designed strategy has to be followed for ensuring smoother transition of employees into their new roles. It is necessary to formulate a change management strategy and to plan appropriate change interventions through capacity building, training and stakeholder communications to effectively implement and manage the change in DEP project.

Change Management workshops shall be carried out by the System Integrator as part of overall capacity-building exercise. The details of proposed change management workshops as are given below, but not limited to:

i. Change management workshops will form the core backbone for the training and capacity-building program
ii. These workshops shall be carried out at NCVET (approximately 50 users)
iii. Core focus of these workshops shall be to sensitize the employees on the need and benefits of the new DEP
iv. These workshops will aid NCVET in transitioning from existing manual processes to a new automated DEP.
v. These workshops shall be carried out for a period of not less than 2 days.

3.2.7. Operations and Maintenance Support

The System Integrator shall provide operations and maintenance support for a period of 5 years following complete Go-Live of the DEP solution. System integrator has to provide suitable technical support, fixes/patches and upgrade for the proposed DEP application for a period of 5 years post Go-Live.

The system integrator shall also provide all necessary support to NCVET appointed PMU during implementation, operations and maintenance of the project to ensure effective monitoring and management of the project.

On completion of the operations and maintenance period, the system integrator shall ensure a smooth transition by handing over complete source code and all system related up-to-date documentation as well as providing training to the NCVET team on all technical aspects of the system.

3.2.7.1. Handholding Support

The System Integrator shall deploy resources for handholding support at NCVET office during the initial 3 months following successful implementation of DEP application. Handholding support may be extended further for a period of 3 months if required by NCVET at quoted man-month rate.

The handholding staff are required to perform the following activities:

i. Functional/Application support related to DEP application, etc.
ii. Functional/System support, including training
iii. Basic trouble-shooting support for DEP application
iv. Provide periodic training and support to DEP users (such as navigating user interface, submitting a form, checking status of submitted requests, etc.)

The handholding staff shall be available during NCVET working hours.

3.2.7.2. DEP Application Support and Maintenance

i. The System integrator shall provide application support for a period of 5 years post successful Go Live with the complete application functionality.

ii. This shall include, but not limited to, production monitoring, troubleshooting and addressing the functionality, availability and performance issues, as well as implementing the system changes.

iii. As part of these services, the System integrator shall provide support for bug fixes, enhancements, operational support, and assistance to the users.

iv. The scope of application support and maintenance covers the following activities to be done by the System integrator for DEP application:

   a. Enhancement / modifications with respect to new / enhanced / enriched functionality

   b. Ensuring the desired functioning of the interfaces / integration points

   c. Test scripts preparation and interim application testing

   d. Application installation and testing for any patch or new release of the application

   e. Modification/development of MIS reports

   f. Database administration based on requests and standards

   g. Present relevant information and training, whenever applicable and necessary, regarding the use of new features or functional changes to the relevant users identified by NCVET.

   h. Backup/restore and reinstallation on a high priority basis during application failure.

   i. Restoration of previous data backups on a high priority basis during database failure.

   j. The System integrator shall, in addition, make recommendations on workflows which shall enable NCVET to sustain support function beyond the required support period. It shall include details of workflows to track user requests regarding technical bugs, design flaws and feature recommendations.

   k. Any updates or upgrades to the DEP application and/or mobile app shall be managed and pushed to all end-user systems uniformly. Update/upgrade of DEP application and/or mobile app shall be done by the system integrator as necessary to maintain performance of the application and to fix any issues/bugs in the system.

   l. System Integrator shall also be responsible for maintaining the application in the hosting infrastructure by taking regular data, application backup for recovery, provide patches, and updates to maintain the application performance up to the desired level, installation of applications in the servers, provide reports on application uptime and performance as per the defined SLAs on monthly basis.

v. System Integrator shall also ensure updating of documentation of application system ensuring that:

   a. Source code is documented

   b. Functional specifications are documented

   c. Application documentation is updated to reflect on-going maintenance and enhancements including FRS and SRS, in accordance with the defined standards

   d. User manuals and training manuals are updated to reflect on-going changes/enhancements

   e. Standard practices are adopted and followed in respect of version control and management

vi. All the project documents need to follow version control mechanism. System Integrator shall be required to keep all project documentation updated and should ensure in case of any change, the project documents are updated and submitted to NCVET by the end of next quarter.

vii. For application support, System Integrator shall keep dedicated application support team to be based at NCVET office who will serve as single point of contact (SPOC) for resolution of all application related issues. This team shall receive all the application related tickets/incidents and resolve them. In the bid, System Integrator shall provide the proposed team structure for application support including number of team members proposed to be deployed along with roles and skills of each such member. Application support team shall be the employees of System Integrator.

viii. Any changes required due to problems/bugs in the developed application shall not be considered under change control. The System Integrator shall have to modify the application free of cost. This may lead to enhancements/customizations and the same needs to be implemented by the System Integrators at no extra cost.

ix. Any additional changes required would follow the Change Control Procedure. NCVET may engage an independent agency to validate the estimates submitted by the System Integrator. The inputs of such agency shall be taken as the final estimate for efforts required. System Integrator shall propose the changes in terms of resource-wise man months and in terms of Function point/Work Breakdown Structure (WBS) basis.

3.2.7.3. Warranty Support

i. System Integrator shall provide comprehensive and on-site warranty for 5 years from the date of Go-Live for all software and hardware components deployed on the project. System Integrator needs to have OEM support for these components and documentation in this regard shall be submitted to NCVET on annual basis. System Integrator shall provide minimum one year warranty and AMC for the remaining project duration.

ii. System Integrator shall provide the comprehensive & onsite manufacturer's warranty in respect of proper design, quality and workmanship of all hardware, equipment, accessories etc. covered by the RFP. System must warrant all hardware, equipment, accessories, spare parts, software etc. procured and implemented as per this RFP against any manufacturing defects during the warranty period.

iii. System Integrator is responsible for sizing and procuring the necessary software licenses, if applicable, as per the performance requirements provided in the RFP. During the warranty period, System Integrator shall replace, augment, or procure additional licenses at no additional cost to NCVET in case the procured systems are not enough or is undersized to meet the service levels and the project requirements.

iv. During the warranty period, the System Integrator shall maintain the systems and repair/replace at the installed site, at no charge to NCVET, of all defective components that are brought to the System Integrator's notice.

v. System Integrator shall monitor warranties to check adherence to preventive and corrective maintenance terms and conditions.

vi. System Integrator shall ensure that the warranty complies with the agreed technical standards, security requirements, operating procedures, and recovery procedures.

3.2.7.4. Preventive and Corrective Maintenance

i. System Integrator shall carry out Preventive Maintenance (PM) of all deployed systems and testing for virus, if any, and should maintain proper records at each site for such PM. The PM should be carried out at least once in six months as per checklist and for components agreed with NCVET.

ii. System Integrator shall carry out Corrective Maintenance for maintenance/troubleshooting of supplied hardware/software and support infrastructure problem including network (active/passive) equipment, security and rectification of the same. System Integrator shall also maintain complete documentation of problems, isolation, cause and rectification procedures for building knowledge base for the known problems in centralized repository, accessible to NCVET team as well.

3.2.7.5. Cloud Support Services

System Integrator should ensure of all virtual machines, templates, clones, and scripts/applications created for

NCVET's application is maintained properly.

System Integrator should ensure the following:

i. 24x7 monitoring & management of availability & security of the infrastructure and assets
ii. Perform regular hardening, patch management, testing and installation of software updates issued by OEM/vendors from time to time after following agreed process
iii. Ensure overall security of the cloud resources
iv. Prepare documentation/policies required for certifications included in the scope of work
v. Preventive maintenance plan for every quarter
vi. Performance tuning of system as required.

3.2.7.6. *Database Administration*

i. System Integrator shall be responsible for monitoring database activity and performance, changing the database logical structure to embody the requirements of new and changed programs.
ii. System Integrator shall be responsible to perform physical administrative functions such as reorganizing the database to improve performance.
iii. System Integrator shall be responsible for tuning of the database, ensuring the integrity of the data and configuring the data dictionary.
iv. System Integrator shall follow guidelines issued by NCVET in this regard from time to time including access of database by administrators and guidelines relating to security of database.
v. Database administration should follow the principle of segregation of duties to ensure no single DBA can update production tables/data singularly.
vi. In addition to restrictions on any direct change in Data by any administrator, the Databases shall have auditing features enabled to capture all activities of administrators.

3.2.7.7. *Backup/Restore/Archival*

i. System Integrator shall be responsible for implementation of backup & archival policies as finalized with NCVET. The System Integrator is responsible for getting acquainted with the storage policies of NCVET before installation and configuration. It should be noted that the activities performed by the System Integrator might be reviewed by NCVET.
ii. System Integrator shall be responsible for monitoring and enhancing the performance of scheduled backups, scheduled regular testing of backups and ensuring adherence to related retention policies.
iii. System Integrator shall be responsible for prompt execution of on-demand backups of volumes and files whenever required by NCVET or in case of upgrades and configuration changes to the system.
iv. System Integrator shall be responsible for real-time monitoring, log maintenance and reporting of backup status on a regular basis. System Integrator shall appoint administrators to ensure prompt problem resolution in case of failures in the backup processes.
v. System Integrator, in coordination with NIC, shall also provide a 24 x 7 support for file and volume restoration requests at the Data Centre(s).

3.2.7.8. *Security and Compliance Management*

i. Regular hardening and timely patch management of components of the DEP as agreed with NCVET.
ii. Performing security services on the components that are part of the NCVET environment as per security policy finalized with NCVET.
iii. IT Security Administration – Manage and monitor safety of information/data
iv. Reporting security incidents and resolution of the same
v. Ensure proactive monitoring, management, maintenance & administration of all security devices and update engine, signatures, and patterns as applicable to NCVET's hosting environment.
vi. Managing and monitoring of anti-virus, anti-malware, phishing and malware for managed resources.
vii. Ensuring 100 percent antivirus coverage with patterns not older than the period agreed on any given system
viii. Monitoring centralized pattern distribution (live update) and scan for deficiencies
ix. Maintaining secure domain policies

x. Ensuring secured communication between NCVET end-user and DEP server.

xi. Review of security policies on at-least quarterly basis during first year of O&M and then after at-least on half-yearly basis

xii. Resolution of calls for security notifications, system alerts, vulnerabilities in hardware/ software and alerting NCVET as appropriate

xiii. Ensure patch management is carried out timely for all security applications including content management system, antivirus and VPN

xiv. Providing root cause analysis for all defined problems including hacking attempts

xv. Monthly reporting on security breaches and attempts plus the action taken to thwart the same and providing the same to NCVET

xvi. Maintaining documentation of security component details including architecture diagram, policies and configurations

xvii. Performing periodic review of security configurations for inconsistencies and redundancies against security policy

xviii. Performing periodic review of security policy and suggest improvements

xix. Reviewing logs daily of significance such as abnormal traffic, unauthorized penetration attempts, any sign of potential vulnerability, security alerts and responses, and proactive measures in the event a problem is detected

xx. Sensitizing users to security issues through regular updates or alerts – periodic updates/ help NCVET in issuance of mailers in this regard

xxi. Coordination with NIC for rapid resolution of every incident/problem within mutually agreed timelines

xxii. An illustrative security audit process to be taken by the audit team is mentioned below:

- **Scoping and pre-audit survey** - The scope of the audit will be defined and a risk based assessment will be conducted to assess the focus of audit and too identify the areas which are in scope and areas which are outside of the scope. The information sources from which the assessment will consist of includes industry research, previous ISMS (information security management system) reports, internal audit documents, ISMS policy etc. During the pre-audit survey, auditors will identify and contact the key stakeholders in the ISMS to request any documentation that will be reviewed during the audit.

- **Planning and preparation** - After agreeing the ISMS audit scope, auditing organization will break down the activities into greater details which will involve generating an ISMS audit workplan, in which the timing and resourcing of the audit is agreed with NCVET. The audit plan will consist of defining the phases of the audit, scope limits, formal and informal reporting requirements, certification, agreed timelines etc.

- **Actual Audit Activity** - Once an ISMS audit workplan has been created, submitted, reviewed by the NCVET and agreed upon, then the auditing organization shall start the audit by gathering evidences by interviewing the related stakeholders including SI staff associated with the ISMS. Also, the audit staff will undertake comprehensive testing of the software being developed by the SI using various auditing tools. The list of tools that will be used for auditing will be submitted by the auditing organization in their proposal, and also in the audit plan. The auditors will also review various related documents like SRS, HLD, LLD, Deployment Architecture & Plans as per ISO 27001 guidelines and Data Privacy guidelines of GOI. The findings will be documented for further analysis.

- **Analysis** - In this phase the all the finding and evidences will be sorted, filed and reviewed in relation to the risks and control objectives by the audit team. The analysis may identify gaps within the evidence or indicate the need for more audit tests, which will involve further field testing. If so, the team will perform further testing.

- **Reporting** - Reporting is one of the most critical component of the audit process and typically consists of: An introduction clarifying the scope, objectives, timing and extent of the work performed; An executive summary indicating the key findings, a brief analysis and a conclusion; The intended report recipients and, where appropriate, guidelines on classification and circulation; Detailed findings and analysis; Conclusions and recommendations; and A statement from the auditor detailing recommendations or scope limitations. The audit team will submit a draft audit report and discuss the same with SI and NCVET for the next course of

action / remediation to be taken by the SI in respect to plugging the gaps and improve the compliance position of the assets.

Now after completing the above processes, two more round of the entire audit process will again take place for completely removing the various non compliances from the system. Thereafter the audit team will provide their certification / approval for hosting the application in the public domain.

3.2.7.9.   *Helpdesk and Incident Management*

The System Integrator, as part of post implementation support, shall setup centralized helpdesk for DEP users and coordinate with the respective stakeholders of the DEP solution. For NCVET, the System Integrator shall:

A. Provide Helpdesk services to track and route requests for service and to assist DEP users in answering questions and resolving problems related to the DEP solution

B. Become the central collection point for contact and control of the problem, change, and service management processes (This includes both incident management and service request management)

C. Shall provide first level of support for the DEP solution.

D. Shall provide support to end-users in English and Hindi.

E. The helpdesk would perform the following activities at a minimum:

   a. Log complaints of the users
   b. Assign severity to each call
   c. Allocate the call to the concerned technical resource
   d. Tracking each call to its resolution
   e. Analyse call statistics
   f. Ensure that all calls are attended satisfactorily and within the time limit specified in the service level agreement

F. The helpdesk shall operate from 9:30 a.m. to 6:00 p.m. (Monday to Friday).

G. Technical support staff should be available on call at all times and may be required to work on non-working days of NCVET, if required during critical requirements. System Integrator shall provide mobile numbers of all technical staff to NCVET.

H. There shall be an online system deployed centrally by the System Integrator and shall be used by the bidder extensively for handling calls of DEP users.

I. The proposed helpdesk system is expected to facilitate the following:

   a. User Interface:-The proposed system should have an easy to use user interface (preferably a browser based), so that NCVET users can lodge any complaint and service request. All users of the system should be able to log a request in the system using any of the following channels:

      i. Through online NCVET DEP platform/web-based incident helpdesk tool
      ii. Telephonic call
      iii. Email

   b. Complete incident and problem management: The helpdesk should address both Incident Management and Problem Management. The application should maintain a classification system that shall distinguish the single occurrence trouble tickets or incidents needing immediate resolution from in-depth root cause analyses that may require longer term to resolve a problem.

J. Tasks expected:

   a. Ticket mapping and allocation: The ticket should be given priority level according to the severity of the incident. It should also map the ticket to the appropriate personnel for the resolution.
   b. Updating the status: Update the status of ticket.
   c. It should be able to create log and escalate user interactions and requests.
   d. It should have an updateable knowledge base for technical analysis and further help for end-users to

        search solutions given for previously solved issues.

    e. Historical report indicating number of calls, type of calls, time to resolve, status etc. for a specified period of time.

    f. Ageing analysis

K. NCVET shall provide space, telephone lines and internet connectivity for the helpdesk staff. The System Integrator shall provide all other infrastructure and software required for operating the helpdesk.

L. The system deployed by the SI shall be complied with ITIL and ISO 20000 service specifications.

3.2.7.10.   *Software Change & Version Control*

i. The System integrator shall maintain version control and configuration information for any system documentation and application software.

ii. All configuration changes or customizations or bug fixes or enhancements in the functional scope mentioned in this RFP for the proposed applications, which do not involve the creation of any new application process, are to be carried out by the System integrator at no extra cost.

iii. Any new functionality related to the solution, which have neither been mentioned in the RFP, nor been proposed within six months from "Go Live", shall be carried out through a separate Change Control Note (CCN) prepared by the System integrator.

iv. Changes in the application that are mandatorily required for complying with any of the predefined SLA requirements, FRS or To-be Functional solution cannot be treated as a separate Change Request, and hence to be completed by the System integrator at no extra cost.

v. All changes during the warranty phase shall be subjected to comprehensive and integrated testing by the System integrator to ensure that changes, implemented in the system, meet the desired and specified requirements of NCVET and don't impact any other function of the system.

vi. The System integrator shall submit a Quarterly Report on the changes performed on the application and resolution of malfunctions carried out by the System integrator.

vii. The System integrator shall troubleshoot all possible problems, monitor erratic behavior through the application logs.

viii. All planned changes to application systems shall be coordinated within established Change Control processes to ensure that:

    a. Appropriate communication on changes required has taken place
    b. Proper approvals have been received
    c. Schedules have been adjusted to minimize impact on the production environment
    d. For any changes to the application, System integrator shall submit a document indicating proposed changes, impact to the system in terms of functional outcomes/ additional features added to the system.

3.2.7.11.   *Maintain configuration information & System documentation*

System integrator shall maintain and update documentation of the software system to ensure that:

i. Application documentation is updated to reflect on-going maintenance and enhancement including Software Design Documents and SRS, in accordance with the defined standards

ii. User manuals, training manuals are updated to reflect on-going changes/enhancements

iii. Standard practices are adopted and followed in respect of version control and management of system documentation.

4. Team Structure and Key Personnel

This RFP requires the availability of key personnel for the identified positions onsite at NCVET headquarters (except handholding staff) during implementation and operations of the project as per the details in table below. The positions, identified for the key personnel, have been mentioned in the below section, against which the bidder has to propose the CVs. The proposed resources must be on the payroll of the bidder. The evaluation of the resources would be limited to the key personnel and the bidder shall make available all these key resources for the project execution. Any change or replacement of resources shall impose deductions on the bidder as mentioned in Section 8.18.1of this RFP.

4.1. Personnel Requirements

The table given below provides a list of the indicative personnel required for implementation and operations of the project. The System Integrator shall deploy personnel as required to execute the project, meet the timelines and adhere to the SLAs stated in this RFP.

S. No.	Personnel	Implementation		Operations & Maintenance	
		Number	Deployment	Number	Service Window
Key Personnel					
1.	Project Manager	1	Onsite	1	Onsite
2.	Domain Expert	1	Onsite as per requirement	NA	-
3.	Solution Architect/ Tech Lead	As per project requirement	Onsite as per requirement	NA	-
4.	UI/UX Designer	1	Onsite	NA	-
5.	Business Analyst	At least 2	Onsite	As per project requirement	Onsite as per requirement
6.	Senior Software Developer	As per SI*	Offsite	As per SI	Offsite
7.	Software Developers	As per SI	Offsite	As per SI	Offsite
8.	Database Administrator	As per SI	Offsite	As per SI	Offsite
9.	Test Lead	1	Onsite	As per project requirement	Offsite
10.	Test Engineers	As per project requirement	Onsite	As per project requirement	Offsite
11.	Cloud Expert	As per SI**	Offsite	As per project requirement	Offsite
12.	Training & Change Management Expert	As per SI	Onsite	As per project requirement	Onsite
Support/ Non-Key Personnel					
13.	Helpdesk Staff	NA	NA	Minimum 1 helpdesk staff to be provided during initial 6 months of O&M. Beyond this period, SI may provision such staff as per estimated call volumes.	Onsite

Senior Software Developer should be available in fortnightly progress review meetings (online/ offline).
***(Bidder needs to provision for at least 1 cloud expert with minimum 20% of time commitment throughout the project)*

4.2. Minimum Qualification of Personnel

Manpower	Minimum Qualifications	Minimum Experience
Key Personnel		
Project Manager	1. B.E./B.Tech./M.Tech/MCA 2. PMP/Prince2 practitioner or any other relevant Project Management certification	1. Minimum 15 years of overall experience with 10 years in IT system implementation project management. 2. Should have led at least two Government projects of implementation of similar IT system. 3. M.Tech would be preferred. 4. Knowledge of skilling/ education as a domain would be preferred.
Domain Expert	1. Graduate in any discipline	1. 10+ years of relevant experience in the field of skill sector 2. Strong understanding of skill eco-system
Solution Architect	1. B.E. /B. Tech./M.Tech/MCA. 2. Relevant Enterprise Architecture (EA) certification/ TOGAF certification	1. 10+ years of relevant experience in designing and architecting large enterprise scale IT application with specific experience in working on large scale deployments 2. Should have led the technical design and architecture in at least two similar projects. 3. M.Tech would be preferred. 4. Knowledge of NDEAR/ INDEA of MeitY would be preferred.
UI/UX Designer	1. B.E./B. Tech./MCA	1. 5+ years of experience in user interface development & in defining UI architecture and strategy 2. Should have knowledge on multiple JavaScript framework, if required should be able to learn and adapt to the new framework or ecosystem. 3. Should have knowledge in ES6, HTML5, CSS3, TypeScript, NodeJS and jQuery
Business Analyst	1. B.E./B. Tech./MCA	1. 5+ years of experience in understanding client requirements, requirements gathering, documentation like FRS, SRS etc. 2. Should have experience of working with Government client 3. Should have experience in at least two similar projects.

Manpower	Minimum Qualifications	Minimum Experience
Senior Software Developer	1. B.E./B. Tech./MCA	1. 10+ years of relevant experience in development of IT applications with specific experience in working on large scale deployments 2. Should have experience in development/ customization of at least 5 applications.
Software Developer	1. B.E./B. Tech./MCA	1. 5+ years of relevant experience in development of IT applications with specific experience in working on large scale deployments 2. Should have experience in development/ customization of at least 2 applications.
Database Administrator	1. B.E./B. Tech./MCA 2. Relevant certifications in databases (Oracle/ MS SQL/ DB2, etc.)	1. 7+ years of relevant experience in designing and architecting databases with specific experience in working on large scale deployments
Test Lead	1. B.E./B. Tech./MCA	1. 7+ years of experience in testing and quality management services. Knowledge of testing tools is preferred.
Test Engineer	1. B.E./B. Tech./MCA	1. 3+ years of experience in testing and quality management services. Knowledge of testing tools is preferred.
Cloud Expert	1. B.Tech/B.E./MCA 2. Professional cloud certification	1. 7+ years of relevant experience in client side and server side hardware, cloud and networking related infrastructure 2. Experience in hardware/ cloud sizing and commissioning for enterprise applications 3. Should have handled hosting, management and monitoring of complex cloud infrastructure including networking in at least 2 similar projects
Training and Change Management Expert	1. MBA or equivalent degree.	1. 7+ years of relevant experience in planning and managing team for training, capacity building and implementation related support with experience in organizational change management. 2. Experience in training internal team of support manpower as well as conducting training need analysis for client organization, preparation of training content

Manpower	Minimum Qualifications	Minimum Experience
		3. Should have experience in training and capacity building in at least two similar projects.
Support/ Non-Key Personnel		
Helpdesk Staff	1. Any graduate	1. Minimum Experience of 2 years in handling Helpdesk operations 2. Experience in operating Knowledge and ticket Management System 3. Should have experience of handling helpdesk operations of at least two similar projects.

4.3. Other Criteria

4.3.1. *Initial Composition; Full Time Obligation; Continuity of Personnel'*

i. The System Integrator shall ensure that each member of the Key Personnel devotes full working time to perform the services to which that person has been assigned as per the Bid.

ii. The System Integrator shall make commercially reasonable efforts to ensure it retains the services of its Key Personnel, including provisioning of competitive compensation, benefits and other conditions to its Key Personnel so as to incentivize them to remain in the System Integrator's employment.

iii. The System Integrator shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the services during the term (or agree to any request other than from NCVET that would have the same effect):

    a. unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or

    b. without NCVET's prior written consent

4.3.2. *Replacement*

i. In case of failure to meet the standards of NCVET (which includes efficiency, cooperation, discipline and performance) SI may be asked to replace the resource without any penalty for replacement/exit. The replaced resource will be accepted by the NCVET only if he/she meets the same or more on the evaluation criterion mentioned in this RFP and is found suitable to the satisfaction of NCVET. SI needs to ensure that such replacements should be made within 2 weeks of receiving the request.

ii. The replacement of resources, deployed as key personnel as per the Technical Bid, shall be liable for penalties, specified in the Deductions Clause in Section 8.18.1. However such replacement shall be allowed only with a resource of equivalent or higher qualification and experience.

iii. In case the resource has resigned, the System Integrator has to inform within one week of such resignation. The SI shall promptly initiate a search for a replacement and make commercially reasonable efforts (including the expenditure of reasonable sums, such as to engage the services of a recruiting firm) to ensure that the role of any member of the Key Personnel is not vacant for longer than 15 days, subject to reasonable extensions requested by the System Integrator of NCVET.

iv. Before assigning any replacement member of the Key Personnel to the provision of the Services, the selected Bidder shall provide NCVET with curriculum vitae (CV) and any other information about the candidate that is requested by NCVET.

v. The System Integrator has to provide replacement resource, who are equally or better qualified or experienced.

vi. If NCVET does object to the appointment, the System Integrator shall not assign the individual to that position and shall seek an alternative candidate in accordance with this Section. The decision of NCVET shall be final and binding in the matter of replacement of resources, deployed as key personnel, irrespective of the fact that

a resource may be replaced by a person with higher qualifications and/or experience.

vii.   The System Integrator has to ensure at least 2 weeks of overlap period between the existing resource and the replacement resource to facilitate knowledge transfer.

Chapter II: Instruction to Bidders (ITB)

5. Instructions to Bidders

5.1. General

a. While every effort has been made to provide comprehensive and accurate background information, requirements, and specifications, Bidders must form their own conclusions about the support required. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.

b. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the NCVET on the basis of this RFP

c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the NCVET. The NCVET may cancel this RFP at any time prior to a formal written contract. However, once a bidder has been selected through this e-tendering process and awarded a formal contract for execution of work as defined in this RFP and its corrigenda, the respective bidder shall be bound to carry out all activities defined under this RFP for design and implementation of Technology Platform, including hardware and software infrastructure. Post award, if the selected bidder retracts from carrying out such work, the EMD and/or PBG (if submitted) shall be forfeited and NCVET shall award the work to any alternate agency at the risk, cost or responsibility of the selected bidder.

d. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

e. Bids shall be submitted by the interested bidders on the GEM portal https://gem.gov.in/ before the time and date specified in the schedule of the RFP notice.

f. NCVET shall issue notice in newspapers for release of RFP only. All RFP and corrigenda documents shall be available on NCVET's website and GEM portal. Bidders are advised to check the GEM portal and NCVET's website frequently for all updates regarding this RFP.

g. Only online bids shall be accepted. No other mode of bid submission shall be accepted. If any of the attached documents are found to be forged/ fabricated/ false at any stage, the EMD of the Bidder shall be liable to be forfeited/encashed without prejudice to the right of the NCVET to proceed against the bidder legally.

5.2. Compliant Bids/Completeness of Response

a. Bidders are advised to study all instructions, forms, requirements, appendices, and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

b. Failure to comply with the requirements of the RFP may render the Bid non-compliant and the Bid may be rejected. Bidders must:

i. Comply with all requirements as set out within this RFP.

ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP

iii. Include all supporting documentations specified in this RFP

5.3. Bidder to Inform

The Bidder shall be deemed to have carefully examined and understood the complete RFP prior to submission of their Bid. If the bidder has any doubts/clarifications as to the meaning of any portion of the conditions or the specifications of the RFP or its subsequent corrigenda they shall, before the last date for submission of Pre-Bid queries, set forth thereof and submit them to NCVET in writing in order that such doubts are clarified.

In all matters regarding queries raised by bidders on the clauses of the RFP, interpretation of clauses, scope, terms and conditions, etc. as stated in this RFP and/or its subsequent corrigenda/addenda, if any, the decision of NCVET shall be final and binding on all bidders.

5.4. Pre-Bid Meeting & Clarifications

5.4.1. Bidders Queries

a. NCVET shall hold a pre-bid meeting with the prospective bidders on 06.04.2023 at 11:00 AM at:

   National Council for Vocational Education and Training (NCVET),
   Kaushal Bhawan,
   B-2, Pusa Road,
   Metro Pillar No. 95,
   Near Karol Bagh Metro Station,
   New Delhi – 110005

The Bidders shall have to ensure that their queries for Pre-Bid meeting are submitted by email on or before 04.04.2023, 5:00 PM, e-mail ID: directorpolicy.ncvet@gmail.com

b. The queries should necessarily be submitted in the following format in MS excel:

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring clarification (s)	Points of Clarification

c. The pre-bid meeting shall be conducted to address any relevant queries or clarifications required to the prospective bidders.

d. NCEVT shall not be responsible for ensuring that they have received the bidders' queries. Any requests for clarifications post the indicated date and time may not be entertained by the NCEVT.

5.4.2. Responses to Pre-Bid Queries and Issue of Corrigendum

a. The Officer notified by the NCEVT shall endeavor to provide timely response to all relevant queries collectively on GEM portal https://gem.gov.in/ & NCEVT website. However, NCEVT makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does NCEVT undertake to answer all the queries that have been posed by the bidders.

b. At any time prior to the last date for receipt of bids, NCEVT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

c. The Corrigendum (if any) & clarifications to the relevant queries from bidders shall be posted on the https://gem.gov.in/ & https://ncvet.gov.in/. Bidders are advised to check the GEM portal and NCVET's website frequently for all updates regarding this RFP.

d. Any such corrigendum shall be deemed to be incorporated into this RFP and shall be considered as its part.

e. In order to provide prospective Bidders reasonable time considering the corrigendum, NCVET may, at its discretion, extend the last date for the receipt of Bids.

5.5. Key Requirements of the Bid

5.5.1. Right to Terminate the Process

a. NCVET may terminate the RFP process at any time and without assigning any reason. NCVET makes no commitments, express or implied, that this process shall result in a business transaction with anyone.

b. This RFP does not constitute an offer by NCVET. The bidder's participation in this process may result NCVET selecting the bidder to engage towards execution of the contract.

5.5.2. Cost of Tender

a. Bidders shall submit non-refundable Cost of Tender of INR 10,000/- (Rupees Ten Thousand Only) via RTGS/NEFT/electronic mode to NCVET Account No. 1098101102359 Branch Delhi Parliament Street, New Delhi – 110002, Branch Code 001098 with IFSC Code CNRB0001098 The Cost of Tender shall not be entertained in any other form and shall be denominated in Indian Rupees only. Proof of payment/UTR shall be submitted as part of bid.

b. The bidder can download the RFP documents from the Government eMarketplace Portal https://gem.gov.in/ & www.ncvet.gov.in. Bids submitted without or with inadequate Cost of Tender shall be rejected.

c. As per Government of India Guidelines for Startup/Micro & Small Enterprises, the bidders may claim exemption from deposit of Cost of Tender provided that the bidders upload, along with the technical bid, the scanned copy of documentary proof / certificate in support of the claim for Cost of Tender exemption issued by the appropriate authority of Government of India.

   i. The bid shall also be regulated by the "Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012" as amended from time to time to the extent of its applicability to this bid process.

5.5.3. Bid Security/ Earnest Money Deposit (EMD)

a. Bidders shall submit, along with their Proposals, an EMD of INR 26,00,000/- (Rupees Twenty Six Lakhs Only), in the form of a demand draft OR Bankers Cheque OR bank guarantee. The payment transfer related information is as follows:

   • EMD Bank Guarantee in the format specified in Form 6A of Appendix- I issued by a scheduled bank in favor of 'National Council for Vocational Education and Training (NCVET)'. The EMD should remain valid for a period of 45 days beyond the final tender validity period.
   • Demand Draft/Banker cheque issued by a scheduled bank in favor of 'National Council for Vocational Education and Training (NCVET)' payable at 'New Delhi'.

b. The successful bidder shall submit PBG for 3% of the contract value or as per Government of India guidelines applicable at the time of bid submission. In case of unsuccessful bidders, the earnest money will be refunded within 30 days of issuance of the acceptance letter to a successful bidder. However, in case the bidder is disqualified during evaluation of Eligibility Criteria, the Earnest Money shall be refunded within 30 days of disqualification of the bid.

c. No interest shall be payable on Earnest Money, in any case.

d. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee.

e. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected. The EMD may be forfeited:

   • If a bidder withdraws its bid during the period of bid validity.
   • In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

f. As per Government of India Guidelines for Startup/ Micro & Small Enterprises, the bidders may claim

exemption from deposit of EMD provided the bidders upload, along with the technical bid, the scanned copy of documentary proof / certificate in support of the claim for EMD exemption issued by the appropriate authority of Government of India.

g. The bid shall also be regulated by the "Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012" as amended from time to time to the extent of its applicability to this bid process.

h. In case of any bidder who claim exemption of EMD in terms of Point **"g"** above, modifies his offer or terms conditions thereof, after submitting his bid for any reasons whatsoever during the Bid process, without prejudice to the course of action as stipulated in the preceding EMD Clause, the case would be referred to the appropriate authority of Government of India for cancellation of the benefits issued to such bidder and initiating necessary action against the bidder.

5.5.4. *Submission of Responses*

a. The bidders shall submit their responses in two parts namely "Technical Bid" and "Commercial Bid". The online packets containing the Bid shall include scanned copies of all relevant documents as mentioned below, serially numbered, and duly signed and stamped on each page by the bidder. All documents as required to be submitted need to be digitally signed by the Authorized Signatory.

b. All the pages of the Bid must be sequentially numbered and must contain the list of contents with page numbers.

c. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be signed by the person (or persons) who sign(s) the bids.

d. All pages of the bid shall be signed and stamped by the person authorized to sign the bid. In case, the bid is signed digitally, the digital signature used should be of the authorized person only.

e. The bidder shall not indicate any prices in the technical bid.

f. Any default by the bidder in respect of tender terms and conditions shall lead to rejection of the bid.

g. NCVET reserves the right to reject any or all bids without assigning any reasons thereof.

h. Documents required as part of Technical Bid (as per Part A)

i. Scanned copy of Acknowledgement Receipt with UTR number of RTGS/NEFT/Electronic Mode towards non-refundable Cost of Tender

ii. Demand Draft/ Banker's Cheque/ Bank Guarantee as per format given in Form 6A of Appendix-I towards Earnest Money Deposit

iii. Letter of Bid as per format given in Form 1 of Appendix - I

iv. Power of attorney for authorized signatory of the bidder as per Form – 2 of Appendix – I.

v. Particulars of the Bidder as per format given in Form 3 of Appendix – I

vi. Compliance sheet for eligibility and technical evaluation criteria as per format given in Form 4 of Appendix – I and all documentary evidence as specified in the Section 5.11 for Eligibility Criteria

vii. Checklist of documents attached as per format Form 5 of given in Appendix – I

viii. Certificate for Turnover and Net Worth of Bidder as per format Form 7 of Appendix – I

ix. Project citations as per format given in Form 8 and Declaration for Projects covered under NDA as per Form – 8B (if applicable) of Appendix – I and as per requirements given in Section 5.11 for Eligibility Criteria

x. Certificate for Software Development Professionals as per Form 9 of Appendix - I

xi. Proposed Solution comprising of understanding of project, details of proposed solution, detailed approach and methodology for implementation and operations, etc. and un-priced bill of material as per format given in Form 10A of Appendix - I

xii. Proposed Work Plan as per format given in Form 11 of Appendix - I

xiii. Team Structure and Curriculum Vitae (CV) of proposed staff as per format given in Forms 12 and 13 respectively of Appendix - I

xiv. Manufacturer's Authorization Form from OEMs of proposed solution components as per format given in Form 14 of Appendix – I

xv. Self-certification for non-blacklisting as per format given in Form 15 of Appendix – I

xvi. Undertaking for Total Responsibility as per format given in Form 16 of Appendix – I

      xvii.   Affidavit as per Form 18 of Appendix - I
     xviii.   Tender document signed and stamped on each page

i. **Commercial Bid (as per Part B)**

       i.   Prices shall only be indicated in the Commercial Bid. The Commercial Bid should be uploaded in the GEM Portal.

      ii.   Commercial Bid shall be as per the format provided in Part-B of this RFP. Bidders shall give details of all applicable taxes, duties, other levies etc. in respect of direct transaction between NCVET and the Bidder. Bidders shall quote for the entire scope of contract on an "overall responsibility" basis such that the total bid price covers Bidder's all obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/services.

     iii.   Prices quoted by the Bidder for unit rates shall remain firm during the entire contract period and not subject to price variation on any account. A bid submitted with an adjustable price quotation shall not be considered and shall be rejected.

     iv.   Capital expenditure quoted should not exceed 40% of the total quoted value of the bid. Under any circumstances if the capital expenditure exceeds 40% of the total quoted value, the bid shall not be considered for commercial evaluation.

5.5.5. Authentication of Bids

Bid should be accompanied by a power-of-attorney in the name of the signatory of the Bid as per Form 2 of Appendix - I. Copy of Board Resolution to be attached along with Power of Attorney stating the powers of the executants to authorize the concerned person to whom this power of attorney is being issued.

5.5.6. Clarifications & Amendments to Bid Documents

NCVET may, at any time prior to the due date of the bid and for any reason, whether at its own initiative or in response to any clarification sought by any Bidder, modify the Bid document. Any corrigendum thus issued will be posted on the website of the NCVET (www.ncvet.gov.in) as well as Government eMarketplace https://gem.gov.in/ and such modification will be binding on all. In order to provide sufficient time for the prospective bidders to take into account the modification or for any other reasons, NCVET may, at its discretion extend the due date for the proposal.

NCVET may, at its discretion, seek from any or all Bidders, clarification(s) in respect of any particular furnished in the Bid. The request for such clarification and the response shall be in writing and submitted on time.

NCVET at its sole discretion may ignore minor omission in the submission of Technical Bid such as omitting to give number on a page etc. or may require any bidders to rectify any such discrepancies noticed in the Technical Bids submitted by them in the interest of increasing the competition. It is further clarified that no new document shall be accepted.

5.5.7. Subcontracting

The Bidder is allowed to subcontract non-core elements of the project. It may be noted that in case of subcontracting, the bidder is mandated to detail out the activities being proposed for subcontracting in the technical proposal. The subcontracting can only be done for Helpdesk only.

Bidder shall be solely responsible/liable to NCVET on all matters related to this project, and NCVET shall not have any direct relationship with the subcontractors. The bidders should have a back to back agreement with the subcontracting firms and same should be submitted along-with the bid proposal. The subcontracting agreement should include the provisions for ensuring and protecting data privacy, security and handling any cost escalations. At a given time no cost escalations will be passed on to NCVET without related change request approval from NCVET.

5.6. Preparation and Submission of Bids

5.6.1. Bid Preparation Costs

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but

not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

5.6.2. Language

The Bid and all related correspondence and documents in relation to the Bid Process shall be in English language only. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

5.6.3. Deadline for Submission of Bids

Bid, in its complete form in all respects as specified in the RFP, must be submitted electronically in the GEM Portal https://gem.gov.in/

The start date for submission of online bid 23.03.2023 and the end date for submission of online bid is 21.04.2023

Bidder should log into the GEM portal well in advance for Bid submission for uploading the Bid on time i.e., on or before the bid submission end time. Bidder shall be responsible for any delay due to other issues. NCVET will not take any responsibility for any technical snag or failure that has taken place during the document upload due to client system or insufficient bandwidth at the bidder side.

The server time, which is displayed on the bidder's dashboard, shall be considered as the standard time for referencing the deadlines for submission of the bids by the bidders. The bidders should follow this time during bid submission.

5.6.4. Withdrawal, Substitution, and Modification of Bids

a. A Bidder may modify its Bid or re-submit its Bid (technical and/or commercial) as per the instructions/procedure mentioned at GEM portal.

5.6.5. Late Bids

a. Bids shall be submitted online only before the date and time mentioned in this RFP or its subsequent corrigenda. No other mode of bid submission shall be accepted.

b. The time settings of the GEM portal, shall be valid for all actions of requesting, bid submission, bid opening etc., for this RFP. The bidders shall follow this time during bid submission.

c. Beyond the date and time of bid submission, bidder shall not be able to submit their bids on GEM.

5.7. Deviations

No deviations shall be allowed in the bidder's response and the bidder has to agree unconditional acceptance of all the contents of the RFP document including Terms and Conditions, Scope of Work, Deliverables and Timelines, Payment Terms, Service Levels Agreements and Deductions, etc. Conditional bids shall be summarily rejected.

5.8. Total Responsibility

Bidder should issue an undertaking stating that they have read and understood all details provided in the RFP and subsequent corrigenda and undertake total responsibility for the defect free operation of the proposed solution as per the requirements stated in the RFP and its subsequent corrigenda. Format for the undertaking is provided in Form 16 of Appendix – I.

5.9. Bid Evaluation Process

5.9.1. General

a. NCVET shall constitute a Bid Evaluation Committee to evaluate the responses of the bidders.

b. The Bid Evaluation Committee constituted by the NCVET shall evaluate the responses to the RFP and all supporting documents/documentary evidences. Inability to submit requisite supporting documents/documentary evidences, may lead to rejection of the bid.

c. During evaluation, NCVET reserves the right to seek clarifications from the bidders in relation to their submitted bids for supporting eligibility criteria or any other requirements of the RFP or its corrigenda or if the submitted bids are illegible in part or full. Bidders shall submit all such clarifications timely to avoid rejection of their bids.

d. The decision of Bid Evaluation Committee/NCVET in the evaluation of responses to the RFP shall be final. No correspondence in this regard shall be entertained.

e. The Bid Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their Bids.

f. The NCVET reserves the right to reject any or all Bids based on any deviations.

g. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

5.9.2. Minimum Quantity

The scope of work in this RFP includes design and implementation of the DEP application including Software infrastructure. NCVET reserves the right to change the specification of the system and work flow, which may vary from what is being specified in the RFP (in the event of changes in administrative and functional requirements of the NCVET). The System Integrator shall remain liable to accept this additional work at the unit price quoted for the respective components in the commercial bid of this Bid with the same terms and conditions.

Any decision of NCVET in this regard shall be final, conclusive and binding on the bidder.

5.9.3. Opening of Bids

The Bids submitted up to 21.04.2023 shall be opened on 21.04.2023 by NCVET designated officials, in the presence of those Bidders or their representatives who wish to remain present at the time of opening.

The representatives of the bidders shall carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the Bid.

In the event of the specified date for the opening of bids being declared a public holiday by the Government of India or NCVET, the bids shall be opened at the appointed time on the next working day. NCVET may, at its discretion, extend this deadline for bid opening on the GEM portal or NCVET's website. Bidders are requested to check the GEM portal and NCVET's website regularly.

5.9.4. Bid Validity
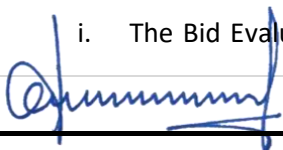
Bids must remain valid up to 90 days from the date of submission of Bid. However, NCVET reserves the right to extend this period by another 30 days at its discretion, which shall be binding on the bidders. Thereafter, this period may be further extended by the parties on mutual consent. Any bidder not keeping the offers open for the prescribed period shall be summarily rejected and his EMD shall be forfeited.

5.9.5. Bid Evaluation

If the bid submitted is not in accordance with the RFP, then the bid will be considered as non-responsive. The process for evaluation of responsive bids is as mentioned below.

5.9.5.1. Stage 1: Pre-Qualification/ Eligibility Evaluation

i. The Bid Evaluation Committee shall open the packet for "Pre-Qualification/ Eligibility Evaluation" from

       the GEM portal.

ii. The committee shall evaluate each of the responses to validate the compliance of the bidders according to the pre-qualification/ eligibility criteria mentioned in this RFP, and as per format and supporting documents mentioned against each clause. Each of the eligibility criteria mentioned in Section 5.11.1 is MANDATORY. The bidder shall qualify only if ALL the eligibility criteria are met. In case the bidder does not meet any one of the conditions, their bid shall be disqualified.

iii. Bidders shall be informed of their qualification/disqualification based on the eligibility criteria through GEM portal. The EMD amount shall be returned to the respective disqualified bidders.

iv. The bidder shall not incorporate any condition in the bid, as the conditional bids are liable to be rejected.

v. Bidders who meets Pre-Qualification/ Eligibility Evaluation Criteria shall only be eligible for Technical Evaluation stage.

5.9.5.2. Stage 2: Technical Evaluation Criteria

i. The Bid Evaluation Committee shall open the packet for "Technical Bid" from the GEM portal only for the bidders who meet the pre-qualifications/ eligibility requirements.

ii. Technical evaluation criteria is mentioned in Section 5.11.2.

iii. Each Technical Proposal will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get an overall Technical score of 70% or more will qualify for opening of FinancialBids. Failing to secure minimum marks shall lead to rejection of the Bid and Bidder.

iv. The committee shall also evaluate the technical responsiveness of the Bidders with respect to the scope, functional and technical requirements stated in this RFP document and corrigenda (if any).

v. The committee shall review the technical bids of the bidders to determine whether they are substantially responsive as per the requirements of the RFP. Bids that are not substantially responsive are liable to be disqualified at the committee's discretion.

vi. The bidder shall not incorporate any condition in the bid, as the conditional bids are liable to be rejected.

vii. Bidders who have qualified in Technical Evaluation stage shall only be eligible for Commercial Bid opening.

5.9.5.3. Stage 3: Commercial Bid Evaluation

i. All the eligible bidders shall be notified to participate in Commercial Bid opening process.

ii. The commercial bids of the eligible bidders shall then be opened from the corresponding packet in the GEM Portal on the notified date and time and reviewed to determine whether they are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at the committee's discretion.

iii. Only fixed price commercial bids indicating total price for all the deliverables and services specified in this bid document shall be considered.

iv. The bid price shall include all taxes and levies except GST and shall be in Indian Rupees.

v. If a Bidder quotes NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

vi. Arithmetical errors in the commercial bid shall be read on the following basis:
    a. If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
    b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
    c. If there is a discrepancy between words and figures, the lesser amount quoted shall prevail.
    d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder must send his acceptance on the above lines and if the bidder does not agree to the decision of NCVET, the bid is liable to be disqualified and EMD forfeited.

vii. Bidder will be selected on the basis of QCBS (Technical: Financial): 70:30.

viii. If there is only one bid, NCVET reserves the right to process the single bid or take recourse to the process of re-tendering.

ix. For financial evaluation, the quoted amount indicated in the Financial Bid which will be opened online

only shall be considered. On financial evaluation, the shortlisted bidders will be given total score which will be determined as under:

- 70% weightage will be given to the Technical Score.
- 30% weightage will be given to the Financial score.

x. NCVET will determine whether the Financial Proposals are complete, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of works/services.

xi. **Combined and final evaluation**

a. Proposals of the post qualified bidder(s) during the process of evaluation of the technical bid will finally be ranked according to the total score (Technical Score + Financial Score).
b. The successful bidder shall be the first ranked bidder (whose total score is the highest). The second ranked bidder shall be kept in reserve and may be invited for negotiations in case the first ranked bidder withdraws or fails to comply with the requirements specified hereinabove.
c. Formula for determining the financial scores:

$$Sf = 100 \times Fm / F \text{ Where:}$$

Sf is the financial score
Fm is the lowest price
F is the price quoted by the respective bidders

The weight age given to the technical and financial proposals are:
$$T = 0.70 \text{ and } P = 0.30$$
$$S = (St \times 0.7) + (Sf \times 0.3)$$

Where:

S is the Combined total score
St is the technical score of the Bidder

5.10. Acceptance/ Rejection of Bids

a. NCVET reserves the right to reject in full or part, any or all bids without assigning any reason thereof. NCVET reserves the right to assess the Bidder's capabilities and capacity. The decision of NCVET shall be final and binding.
b. Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested.
c. In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, NCVET reserves the right to reject the Bids. If there is any discrepancy in the commercial bid, it shall be dealt as per relevant clauses under Section 5.9.5.

5.11. Eligibility and Technical Evaluation Criteria

5.11.1. Pre-Qualification/ Eligibility Criteria

The Bidder's response shall be evaluated as per the eligibility criteria given in the table below. The Bid Evaluation Committee shall validate the bidder compliance according to the eligibility criteria along with the format and supporting documents mentioned against each clause. Each of the Eligibility criteria mentioned below is MANDATORY. The bidder shall qualify for Technical Evaluation only if ALL the eligibility criteria are met. In case the bidder does not meet any one of the conditions, the bidder shall be disqualified and shall not be considered for the Technical Evaluation.

S. No.	Eligibility Criteria Description	Bidder	Evidence Required
1	Incorporated in India under the Companies Act, 1956 and its subsequent amendments thereto or the Limited Liability Partnership Act, 2008 and its subsequent amendments	Must meet	i. Certificate of Incorporation
2	The bidder must have i. PAN, ii. GST registration	Must meet	i. PAN ii. GST Registration Number
3	Average annual turnover of at least INR 60 cr. from IT services/ IT implementation excluding sales and hardware as per the audited financial statements for FY 2019-20, 2020-21 and 2021-22	Must meet	i. Audited financial statements for FY 2019-20, 2020-21 and 2021-22 comprising of balance sheet and profit & loss statement ii. CA Certificate as per Form – 7 of Appendix – I stating the average annual turnover of FY 2019-20, 2020-21 and 2021-22
4	Net worth of minimum INR 10 cr. as per audited financial statements during each of the FY 2019-20, 2020-21 and 2021-22 for bidder. Net worth shall be calculated on the basis of sum of Paid-up share capital, free reserves and capital reserves	Must meet	CA Certificate as per Form – 7 and Appendix – I stating net worth in each of the FY 2019-20, 2020-21 and 2021-22
5	Successfully completed or ongoing projects of application development and rollout, fulfilling the below criteria: - At least one project of similar nature* with value not less than INR 12 Crores during FY 2017-18 and onwards OR - At least two projects of similar nature* with value not less than INR 8 Crores during FY2017-18 and onwards. OR - At least three projects of similar nature* with value not less than INR 5 Crores during FY2017-18 and onwards. *Similar Nature would mean an IT project involving application development, rollout, training and support. Out of the above project(s) at least one project shall be for Indian Govt. (Central/ State)/Ministries/PSUs/Government Autonomous Bodies. Note: 1. In case of single project experience, bidder	Must meet	i. Project Citation as per Form – 8A of Appendix - I ii. Work Order or Contract Agreement containing scope and value of project iii. Bidders need to submit a certificate signed by statutory auditor citing value of application development/ rollout services in case the submitted project is a system integration/turnkey project. iv. In case of; • Completed project - Completion/Experience Certificate • On-going project - Go Live Certificate v. In case projects are covered under NDA, citation along with declaration for the same as provided under Form - 8A and Form – 8B of Appendix - I to be provided.

S. No.	Eligibility Criteria Description	Bidder	Evidence Required
	needs to comply with both the criteria given above. 2. Completed project means any project which has been successfully implemented and operations and maintenance period is completed 3. Ongoing project means any project which has been successfully implemented and is under operations and maintenance.		
6	Experience of working in VET ecosystem in last 5 financial years.	Must meet	i. Project Citation as per Form – 8A of Appendix - I ii. Work Order/ Contract Agreement/ Completion Certificate containing scope and value of project iii. In case projects are covered under NDA, citation along with declaration for the same as provided under Form - 8A and Form – 8B to be provided.
7	CMMi Level 5 or higher Quality Certification	Must meet	Copy of CMMi Level 5 or higher certificate (must be valid at the time of bid submission). Bidder shall be eligible under conditions wherein they are under re-appraisal of existing CMMi certificate. Under such circumstances, bidder needs to provide declaration regarding ongoing re-appraisal process along with tentative completion. Successful bidder has to submit the appraisal certificate upon completion of re-appraisal
8	Should have latest ISO 9001 Quality Certification and ISO 27001 IT Security Certification	Must meet	Copy of ISO 9001 certificate and ISO 27001 IT Security Certification (must be valid at the time of bid submission). Bidder shall be eligible under conditions wherein they are under re-certification of existing ISO 9001 certificate and ISO 27001 IT Security Certification. Under such circumstances, bidder needs to provide declaration regarding ongoing re-certification process along with tentative completion. Successful bidder has to submit the latest ISO 9001 certificate and ISO 27001 IT Security Certification upon completion of re-certification
9	At least 100 software development resources on payroll at the time of bid submission	Must meet	Certification as per Form 9 of Appendix – I
10	OEM Authorization (same as proposed in this bid) for any products/ solutions proposed as part of the project	Must meet	Letter of Authorization from OEM for any products/ solutions proposed as part of this project as per format given in Form – 14 of Appendix – I.

S. No.	Eligibility Criteria Description	Bidder	Evidence Required
11	No blacklisting by any department of Central or State Government or any other Central / State Public Sector Undertaking in India as on date of submission of this bid. Further, if the bidder is blacklisted by any department of Central or State Government or any other Central / State Public Sector Undertaking in between the bid submission date and the date of award of contract, bidder may be disqualified.	Must meet	Self-certificate letter of undertaking to this effect on company's letterhead signed and stamped by authorized signatory as per format given in Form – 15 of Appendix – I.

Note:

1. In computing the eligibility of Bidder the Technical and Financial Capacity of their Associates (Subsidiary Companies) would not be considered.
2. Bidder has to provide separate citations against each of the criteria. Same project will not be evaluated twice.

5.11.2. Technical Evaluation Criteria

Technical evaluation will be carried out only for those bidders who qualifies the Pre-qualification stage. The Technical evaluation will be carried on the below parameters:

S. No.	Criterion	Evaluation parameters	Documents Required	Max Score
1	Average annual turnover of at least INR 60 cr. from IT services as per the audited financial statements for FY 2019-20, 2020-21 and 2021-22	Turnover > INR 60 ≤ 100 Crores = 5 marks > INR 100 ≤ 120 Crores = 6 marks > INR 120 ≤ 140 Crores = 7 marks > INR 140 ≤ 160 Crores = 8 marks > INR 160 ≤ 180 Crores = 9 marks > INR 180 Crores = 10 marks	As per PQ Criteria no. 3 (Turnover)	10
2	Successfully completed or ongoing projects of similar nature for Indian Govt. (Central/ State)/Ministries/PSUs/Government Autonomous Bodies in last 5 financial years *Similar Nature would mean an IT project involving application development, rollout, training and support.	Bidders will be awarded marks for each Project that meets the following Criteria (Max 15 marks) Projects worth more than INR 12 Crores – 7.5 marks for each project Projects worth more	As per PQ Criteria no. 5 (Experience)	15

S. No.	Criterion	Evaluation parameters	Documents Required	Max Score
	Note: 1. Completed project means any project which has been successfully implemented and operations and maintenance period is completed 2. Ongoing project means any project which has been successfully implemented and is under operations and maintenance.	than INR 8 Crores - 5 marks for each project Projects worth more than INR 5 Crore – 3 marks for each project		
3	Experience of working in VET ecosystem in last 5 financial years.	Bidders will be awarded marks for each Project that meets the following Criteria (Max 15 marks) Projects worth more than INR 5 Crores – 7.5 marks for each project Projects worth more than INR 2 Crores – 5 marks for each project Projects worth more than INR 1 Crore – 3 marks for each project	As per PQ Criteria no. 6 (Experience)	15
4	Experience of working with NIC in last 5 financial years.	Bidders will be awarded marks for Project that meets the following Criteria	As per PQ Criteria no. 6 (Experience) and contact details of NIC officer	5

S. No.	Criterion	Evaluation parameters	Documents Required	Max Score
5	a) Adequacy of the proposed methodology and work plan in responding to the RFP	Understanding of the scope, approach and methodology, & work plan. Evaluation will be based on quality of submissions and the presentation made to NCVET which will cover a) Understanding of the objectives of the assignment: The extent to which the bidder's approach and work plan responding to the objectives indicated in the Scope of Work		20
6	**Key Personnel Evaluation**	**Total Marks 30**		
6a	Project Manager		CV as per section 10.15 along with details of resources in section 4	5
6b	Domain Expert			5
6c	Solution Architect/ Tech Lead			5
6d	Senior Software Developer			5
6e	UI/UX Designer			5
6f	Business Analyst (5 marks for each CV)			10
	Total Points			**100**

Note:

1. Bidder has to provide separate citations against each of the criteria. Same project will not be evaluated twice.

5.12. Disqualification

5.12.1. Disqualification of Bidder

The bidder is liable to be disqualified in the following cases:

i. Bidders who have been blacklisted or otherwise debarred by NCVET or any department of Central or State Government or any other Central / State Public Sector Undertaking shall be ineligible during the period of such blacklisting/debarment.

ii. Any bidder whose contract with the NCVET, or any department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period on account of breach of contract at any point of time during last five years, will be ineligible.

iii. Bidder whose Security Deposit have been forfeited by the NCVET or Central/State Govt. or any Central/State PSU/Statutory Corporation, during the last five years, for breach of any terms and conditions will be ineligible.

5.12.2. *Disqualification of Bid*

The bid is liable to be disqualified in the following cases:

a. Bidder's bid is conditional and has deviations from the terms and conditions of RFP
b. Bid is submitted in incomplete form
c. Bid is not accompanied by all the requisite documents
d. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any
e. Commercial bid is submitted in the same folder as that of the technical bid or prices are indicated in technical bid.
f. Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process

6. Appointment of System Integrator

6.1. Notification of Award

Prior to the expiration of the validity period, NCVET shall notify the successful bidder in writing or by fax or email, that its Bid has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, NCVET may like to request the bidders to extend the validity period of the bid.

The notification of award shall constitute the formation of the contract.

6.2. Contract Finalization and Award

NCVET shall not negotiate with the bidder(s) at any stage of the bidding process or after award on the basis of Eligibility and Commercial Evaluation to the proposed project, as per the guidelines provided by CVC. Contract agreement shall be finalized and signed with the successful bidder.

6.3. Security Deposit in the form of Performance Bank Guarantee

a. The Security Deposit furnished by the successful bidder will be subject to the terms and conditions given in the RFP and its subsequent corrigenda and the NCVET will not be liable for payment of any interest on the Security Deposit.
b. The security deposit will be refunded/returned to the successful bidder on due and satisfactory performance of the services and on completion of obligations by the successful bidder under the terms of contract and submission of clear "No Dues Certificates" by the NCVET subject to such deductions from the security as may be necessary for making up the NCVET's claim against successful bidder. No interest is payable on the amount of security deposit lying with NCVET under the contract, in any case. The decision of the NCVET as to the amount determined for deduction from the security deposit will be final and binding on the successful bidder.
c. In the event of the successful bidder's failure, after the communication of acceptance of the Bid by the NCVET, to furnish the requisite Security Deposit in the form of Performance Bank Guarantee by the due date, his Contract shall be summarily terminated besides forfeiture of the Earnest Money and the NCVET shall proceed for making an alternate arrangement at the risk & cost of the defaulting successful bidder. Any losses or damages arising out of and incurred by the NCVET by such conduct of the successful bidder shall be recovered from them, without prejudice to any other rights and remedies of the NCVET under the Contract and Law. The successful bidder shall also be debarred from participating in any future tenders of the NCVET for a period of five years from the date of termination of the contract. After the completion of prescribed period of five years, the successful bidder may be allowed to participate in the future tenders of NCVET provided all the recoveries/ dues stands deposited by the defaulting bidder.
d. The successful bidder shall ensure that security deposit amount is replenished within 7 days of any deduction made by the NCVET.
e. The selected bidder to provide security deposit in the form of Performance Bank Guarantee from a

Scheduled Commercial Bank, notified by RBI (excluding all Urban/ Rural/ State Co-operative Banks and Gramin Banks), within 15 days from the date of issue of Acceptance Letter/ Letter of Intent, for a value equivalent to 10% of the Total Quoted Value, including EMD.

f. The Performance Bank Guarantee shall be kept valid for a period of 68 months. The Performance Guarantee shall contain a claim period of six months from the last date of validity.

g. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due because of non-completion of the project and Warranty period. In case of failure of selected bidder to deposit the performance bank guarantee within 15 days of acceptance of his tender, further extension of 7 days can be given by NCVET subject to levy of penalty @ 1% of Performance Bank Guarantee. NCVET shall invoke the performance guarantee in case the selected System Integrator fails to discharge their contractual obligations during the period or NCVET incurs any loss due to System Integrator's negligence in carrying out the project implementation as per the agreed terms & conditions.

h. The Performance Bank Guarantee furnished by the selected bidder shall be subject to the terms and conditions given in the RFP and its subsequent corrigenda and the NCVET shall not be liable for payment of any interest on the Performance Bank Guarantee.

i. Under circumstances where the selected bidder does not execute the work as per the scope, requirements, SLAs, terms and conditions stated in the RFP and its subsequent corrigenda or the signed contract, the Performance Bank Guarantee shall be encashed.

6.4. Signing of Contract

Post award of contract by issuance of LOA/LOI and subsequent to submission of Performance Bank Guarantee by the successful bidder, NCVET and the System Integrator shall enter into a contract, incorporating all clauses of the RFP and its corrigenda, pre-bid clarifications and the Bid of the bidder.

6.5. Fraud and Corrupt Practices

a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the NCVET shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the NCVET shall, without prejudice to its any other rights or remedies, forfeit/encash and appropriate the EMD/Performance Bank Guarantee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Bid.

b. Without prejudice to the rights of the NCVET under Clause above and the rights and remedies which the NCVET may have under the LOI or the Agreement, if an Bidder or System Integrator, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender issued by the NCVET during a period of 5 (five) years from the date such Bidder, as the case may be, is found by the NCVET to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the NCVET who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from

the date such official resigns or retires from or otherwise ceases to be in the service of the NCVET, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the NCVET in relation to any matter concerning the Project;

- "Fraudulent Practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- "Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

- "Undesirable Practice" means (i) establishing contact with any person connected with or employed or engaged by NCVET with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

- The selected bidder (or SI) represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of NCVET or its nominated agencies in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of NCVET standard policies and may result in cancellation of this Agreement, or the SLA.

6.6. Conflict of Interest

a. A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, NCVET shall be entitled to forfeit and appropriate the EMD/PBG, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by NCVET and not by way of penalty for, *inter-alia*, the time, cost and effort of the NCVET, including consideration of such Bidder's proposal (the "**Damages**"), without prejudice to any other right or remedy that may be available to NCVET under the Bidding Documents and/ or the Contract Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

   i. The Bidder, or any constituent thereof have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder as the case may be) in the other Bidder, its Member is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013.

   ii. For the purposes of this Clause indirect shareholding held, through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

   iii. A constituent of such Bidder is also a constituent of another Bidder; or

iv.   Such Bidder thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

v.   Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

vi.   Such Bidder, has a relationship with another Bidder, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

vii.   Such Bidder or any Associate thereof has participated as a consultant to NCVET in the preparation of any documents, design or technical specifications of the Project.

b.   A Bidder shall be liable for disqualification and forfeiture of EMD/PBG if any legal, financial or technical adviser of the NCVET in relation to the Project is engaged by the Bidder, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the

i.   Issue of the LOA/LOI, or

ii.   Execution of the Contract Agreement

c.   In the event any such adviser is engaged by the Selected Bidder after issue of the LOA or execution of the Contract Agreement for matters related or incidental to the Project. Then notwithstanding anything to the contrary contained herein or in the LOA/LOI or the Contract Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the EMD or PBG, as the case may be, which NCVET may have thereunder or otherwise, the LOA/LOI or the Contract Agreement, as the case may be, shall be liable to be terminated without the NCVET being liable in any manner whatsoever to the Selected Bidder for the same.

d.   For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Application Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

e.   Any other incidents not falling under the abovementioned clauses, the decision of NCVET as to what constitute conflicting shall be final.

6.7. Additional Scope of work

6.7.1.   *Right to vary quantity*

a.   At the time of award of contract and post award of work, the quantity of goods, works or services originally specified in the bidding documents may be varied. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents. In the event, either the goods, works or services for which variation is sought after award of work then the same shall be done through Change Request Note. The CRN shall be evaluated by a Committee formed by NCVET and the decision of the Committee shall be final on the scope and man-month. Unit rates quoted in the commercial bid would be applicable for calculating the amount for any change request.

b.   Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the tender and agreed in the contract. Delivery or completion period may also be proportionally increased.

c.   During the course of implementation and detailed due diligence it may be required to vary the quantity of certain components under the scope of the bidder. The bidder should be required to provision for such variations in quantities at the unit rates quoted in the tender response.

6.7.2.   *Exclusions and Inclusions to be considered within Additional Scope of Work / Change Request*

•   Bidder/SI while preparing the CCN, shall consider the change in the context of whether the change is beyond the scope of Services including ancillary and concomitant services required. The CCN shall be applicable for the items which are beyond the stated/implied scope of work as per the RFP document.

- Bidder/SI must provide Material evidence to prove that the proposed change is not already covered within the scope of the RFP, Agreement and Service Levels along with the change request.
- During the Contract Period, the Bidder/SI shall provide "Upgrades" and "Enhancements" to the applications, programs and software incorporated in the contract, at mutually agreed terms and cost as per the Contract. Any up-dation, upgradation and enhancement of the project (as defined under Payment Schedule) shall not be considered as a Change Request.
- Any modifications to existing configurations and new user or function specific configurations, bug fixing, minor enhancements to the application as may be required by NCVET during the Contract Period or O&M period shall not be considered within change request.
- Any new functionality related to the solution, which have neither been mentioned in the RFP, nor been proposed within six months from "Go Live", shall be carried out through a separate Change Control Note (CCN) prepared by the System integrator.
- Any changes done or required to be done by the Bidder/SI for appropriate up-dation of S/w/Hardware/System etc. and or any such changes required for appropriate working of the entire system shall not be considered under any change request whatsoever.

6.8. Liability of Deployed Personnel
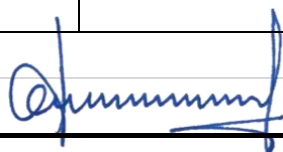
All personnel deployed by the bidder/SI shall be engaged by them as their own employees/workers in all respects and all rights and liabilities under the prevailing acts, rules, statutory obligations etc., if applicable, in respect of all such personnel shall exclusively be that of the bidder/SI. The bidder/SI shall be bound to take care of their personnel under the applicable acts for any statutory modifications thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any person whether in employment with the bidder or not.

The bidder/SI shall be liable for making contributions in accordance with the provisions of the applicable Acts and the schemes framed thereunder in respect of the personnel deployed by them. NCVET shall be in no way responsible for making any contributions towards any statutory provisions, Acts etc.

7. Timelines, Deliverables and Payment Terms

The overall project timeline for implementation of DEP **is 26 weeks from the date of signing of the contract for achieving 100% Go-live.** The Bidder shall use the table below to have an understanding on the deliverables and expected timelines during the Bid submission. The Bidder may include any additional deliverables, as deemed necessary. The Bidder shall strictly adhere to the timelines provided.

S. No.	Task/ Milestone	Deliverables	Timeline (in weeks)	Payment Terms
1	Signing of Contract between NCVET and Successful Bidder		T	
2	Project Kick-off, Detailed Project Plan & Team Mobilization	Project Inception Report comprising of: a. Detailed Project Plan including list of interim deliverables b. Resource Deployment Plan c. Communication Plan d. Risk Plan e. Training Plan f. Change Management Plan g. DEP implementation Plan h. Expectations from NCVET team	T+2	-

S. No.	Task/ Milestone	Deliverables	Timeline (in weeks)	Payment Terms
3	System Study and Software Design	a. System Study Report b. System Requirement Specification (SRS) c. Design Documents (SDD, HLD, LLD) d. Test Plan e. UAT Plan	T+8	25% of CAPEX
4	**Development of DEP** a. Development and Testing of all DEP process areas as defined in Section 3.2.1.8 b. Integration with existing systems c. Implementation of the system d. Change Management Workshop e. Training and Capacity Building f. Data upload/ data migration from existing systems g. UAT	a. Test Reports b. UAT Reports c. Data Migration Report d. Training course material, System Manual and User Manual e. Troubleshooting Guide f. Training Evaluation and Feedback Report g. Change Management Workshop Report	T+20	40% of CAPEX
5	**Implementation of DEP** a. Integration with external systems including 2 way data transfer testing b. Setting up of user roles / guidelines c. Security Testing of DEP applications	a. Security Test Certificate of DEP applications b. Go-Live from NCVET	T+26 (G1)	10% of CAPEX on integration with external systems 25% of CAPEX on Go-Live from NCVET
Operations and Maintenance				
6	**Operations and Maintenance** To begin from the date of Complete Go-Live (G1)	a. Monthly SLA Reports	G1+60 months	100% of OPEX across 20 EQIs on completion of respective quarter

Note: System Integrator shall provide a certificate containing all activities for completion of a particular milestone as per the requirements of the contract.

In case the SI completes the assigned work before time schedule, payment will be released accordingly subject to confirmation from NCVET.

Operations and maintenance shall begin immediately from the date of Go-live of DEP.

Payment to the System Integrator for a specific milestone shall be initiated after receipt and acceptance of all deliverables for that milestone. Payment during operations and maintenance shall be initiated at the end of the respective quarter provided the System Integrator has submitted necessary deliverables and accepted by NCVET.

Chapter III: Contract Terms and Conditions

8. Terms and Conditions of Contract

8.1. Termination Clause

8.1.1. Right to Terminate the Contract

a. NCVET shall reserve the right to terminate the contract and recover expenditure incurred by NCVET under the following circumstances:

   i. The selected bidder commits a breach of any of the terms and conditions of the bid.

   ii. The bidder goes into liquidation, voluntarily or otherwise.

   iii. If the selected bidder fails to complete the assignment as per the timelines prescribed in the RFP and the extension if any allowed, it shall be a breach of contract. The NCVET reserves its right to cancel the order in the event of delay and encash the Performance Bank Guarantee as liquidated damages for the delay.

   iv. If deductions on account of liquidated damages exceeds more than 10% of the total quoted value.

   v. If deductions on account of SLA penalty exceeds more than 10% of the total quoted value.

   vi. In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, NCVET reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected bidder.

   vii. After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, NCVET reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good of the additional expenditure, which NCVET may have to incur in executing the balance contract. This clause is applicable if, for any reason, the contract is terminated.

b. NCVET shall send a formal notice of termination, 30 days prior to date of termination, to the selected bidder.

c. NCVET reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract irrespective of the fact whether such payment is relating to this contract or otherwise.

8.1.2. Termination by Convenience

Either party may by written notice, to terminate the Contract, in whole or in part at any time by giving a 3 months' notice. The notice of termination will specify that termination is for convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

8.1.3. Consequences of Termination

a. In the event of termination of the Contract due to any reason whatsoever [whether consequent to the stipulated term of the Contract or otherwise], NCVET shall be entitled to impose any obligations and conditions as may be necessary to ensure efficient transition and effective business continuity of the Service(s) which the System Integrator shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor System Integrator to take over the obligations of the erstwhile System Integrator in relation to the execution/continued execution of the scope of the Contract.

b. Nothing herein shall restrict the right of NCVET to invoke the NCVET Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to NCVET under law or otherwise.

c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force

on or after such termination.

8.2. Liquidated Damages

a. Notwithstanding NCVET's right to cancel the order, liquidated damages for delay in completion of milestones and associated deliverables at 0.5% (half percent) per week of milestone value shall be deducted from the payment. Breach of service levels as defined under Section 9.2.1. to 9.2.4 shall attract deductions as defined under Sections 8.5

b. The deductions, in any case, shall not exceed 10% of the quoted value.

c. NCVET reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by NCVET to the selected bidder. Liquidated damages shall be calculated on per week basis. Any such recovery or liquidated damages shall not in any way relieve the selected bidder from any of its obligations to complete work or from any other obligations and liabilities under the Contract.

d. Delays not attributable to selected bidder shall be considered for exclusion for the purpose of computing liquidated damages.

8.3. Acceptance Tests

The selected bidder in presence of the NCVET authorized officials shall conduct acceptance test at the site. The test shall be carried out as part of implementation of the DEP application of NCVET including all assets in a phased manner. No additional charges shall be payable by the NCVET for carrying out these acceptance tests.

8.4. Audits by Third Party

NCVET shall conduct third party audit as stipulated in Section 3.2.1.12.

8.5. Deductions

a. The bidder shall perform its obligations under the agreement entered into with NCVET, in a professional manner.

b. In the event of failure of maintaining the operational SLAs, deductions would be carried out as per Section 9.2.5 in this RFP.

c. NCVET may recover such amount of deductions from any payments being released to the selected bidder, irrespective of the fact whether such payment is relating to this contract or otherwise.

d. If any act or failure by the selected bidder under the agreement results in failure or inoperability of systems and if NCVET has to take corrective actions to ensure functionality of its property, NCVET reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

e. NCVET may impose penalty to the extent of damage to any of its equipment, if the damage was due to the actions directly attributable to the staff of the selected bidder.

f. NCVET shall implement all deductions after giving due notice to the bidder.

g. If the selected bidder fails to complete the due performance of the contract in accordance with the specification and conditions as per SLAs, NCVET reserves the right either to cancel the order and/or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

8.6. Governing Laws and Dispute Resolution Mechanism

a. The Contract and the transactions contemplated therein shall be governed by and construed in accordance with the laws of India. All the parties and their personnel deciding to participate in this process shall be deemed to be submitting themselves to the laws of India. The courts at Delhi shall have exclusive jurisdiction for settlement of any dispute arising out of this contract.

b. In case of any dispute arising out of and touching upon the Contract, the same shall be first referred to the Dispute/Grievance Redressal Committee constituted by NCVET, with a view to settle the disputes. If any

dispute remains thereafter, the same shall be settled in the Court of law having competent jurisdiction. The Courts in New Delhi shall have exclusive jurisdiction to adjudicate the disputes arising under the Contract.

8.7.   Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed/hand-delivered with acknowledgement thereof or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting. NCVET shall issue such notices or communicate with the bidder.

8.8.   Force Majeure

A Force Majeure means any event or circumstance or a combination of events which are beyond the reasonable control of the affected Party, which such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care in relation to the implementation of this Agreement, which do not result from the negligence of such Party or the failure of such Party to perform its obligations hereunder which are of an incapacitating nature and of a severe magnitude and have a Material Adverse Effect on the affected Party's obligations under this Agreement. A Party shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent such performance is impeded by a Force Majeure event.

8.8.1.   Procedure for Force Majeure

If a Bidder claims relief on account of a Force Majeure, then the Bidder claiming to be affected by the such event shall, as soon as reasonably practicable and in any event within seven days of becoming aware of the Force Majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the NCVET in writing, including the dates of commencement and estimated cessation of such Force Majeure and its effects on the Bidder's obligations under this Agreement. Upon cessation of the situation which led to a Bidder claiming Force Majeure under this section the Bidder shall within two days thereof notify the NCVET in writing of the cessation and the Bidder shall as soon as practicable thereafter continue performance of all obligations under this Agreement but without prejudice to the excuse of performance of all obligations during the continuance of the Force Majeure.

8.8.2.   Prolonged Force Majeure

a. In the event Force Majeure continuously impedes or prevents a Bidder's performance for longer than seven consecutive days from the date of commencement of such Force Majeure, notwithstanding the suspension of the obligations of the Bidder, they shall decide by mutual consent through consultation either the terms upon which to continue the performance of this Agreement or to terminate this Agreement.

b. Any period within which a Party shall complete, pursuant to this Contract, any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action because of Force Majeure.

c. The Bidder is entitled to the payments for the portion of the work already completed before the happening of any event constituting force Majeure culminating in termination of contract. Decision of the NCVET in this regard shall be final.

8.9.   Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to enter into Contract/Agreement as per the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event NCVET may award the contract to the next best value bidder or call for new Bids from the interested bidders. In such a case, EMD of the successful bidder will be encashed and fresh tenders will be invited at the risk and cost of the bidder.

8.10.   Defect Liability

The System Integrator warrants that the System, including all Information Technologies, Materials, and other Goods supplied and Services provided, shall be free from defects in the design, engineering, materials, and workmanship that

prevent the System and/or any of its components from fulfilling the Functional and System Requirements or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. Exceptions and/or limitations, if any, to this warranty with respect to Software (or categories of Software), shall be as specified by the System Integrator in agreement with NCVET. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.

8.11.   Subletting

The bidder shall not sublet, transfer, or assign the Contract to a third party other than that is allowed under clause 5.5.8. In case of subletting, the Contract shall be summarily terminated at the risk & cost of the bidder and performance bank guarantee shall be forfeited, without prejudice to any rights or remedies the NCVET may have under the Contract and Law.

8.12.   Functional Guarantees

The selected bidder shall guarantee that, once the Go-Live of the complete DEP has been achieved, the System represents a complete, integrated solution to NCVET's requirements set forth in the Functional Requirements and Scope of Work and it conforms to all other aspects of the Contract.

If, for reasons attributable to the selected bidder, the System does not conform to the Functional Requirements or does not conform to all other aspects of the Contract, the selected bidder shall at its cost and expense make such changes, modifications, and/or additions to the System as may be necessary to conform to the Functional Requirements and meet all functional and performance standards. The selected bidder shall notify NCVET upon completion of the necessary changes, modifications, and/or additions and shall request NCVET to repeat the User Acceptance Tests until the System achieves Acceptance and Go-Live.

If the System (or Subsystem[s]) fails to achieve Go-Live, NCVET may consider termination of the Contract, pursuant to Clause 8.1, and forfeiture of the Performance Bank Guarantee in compensation for the extra costs and delays likely to result from this failure.

8.13.   Limitation of Liability

Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

   a. The selected bidder shall not be liable to NCVET for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the selected bidder to pay liquidated damages to the NCVET; and

   b. The aggregate liability of the selected bidder to the NCVET, under the Contract, shall not exceed the total contract value, provided that this limitation shall not apply to any obligation of the selected bidder to indemnify the NCVET with respect to intellectual property rights infringement.

8.14.   Source Codes, Copy Rights, Intellectual Property Rights and Indemnity Liability

   a. The documents created during the course of this project, source codes of the software, and IPR related to this project and its scope of work vests solely with the NCVET. The software (except third party software), data, hardware, manual, CDs, Drivers, Training material etc. shall be the exclusive property of the NCVET after it is successfully tested and implemented. The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights. Source code and IPR of the newly developed software/customized software shall be with the NCVET.

   b. In the case of Commercially-Off-The-Shelf (COTS) software, the licenses have to be procured in the name of NCVET and shall be of perpetual use.

   c. No goods or work covered by the contract shall be manufactured, sold, disposed or done by the successful bidder in violation of any right whatsoever of the Third Party, and in particular, but without prejudice to the generality of the foregoing of any patent right, trademark or similar right, or of any charge, mortgage or lien.

   d. The successful bidder shall not provide or use the goods/services for the performance of work, which would

infringe any Indian or foreign patent, trademark, registered design or other intellectual property rights, whether or not similar to any of the said goods.

e. The successful bidder should submit declaration by way of affidavit regarding non-violation / infringement of any Indian or foreign patent, trademark, registered design or other intellectual property rights.

f. During signing of contract, selected bidder shall sign an indemnity bond to this regard in the format given in Form 17 of Appendix - I.

g. NCVET shall have complete and total ownership and control over all the data generated, stored and processed during the Project.

h. NCVET shall be owner of IPR for Application Developed.

i. The successful bidder shall indemnify, defend and hold the NCVET harmless during and after the term of this contract from and against all liabilities, damages, losses, expenses, demands, actions, proceedings, costs and claims of any nature whatsoever arising out of the acts, omissions, negligence and breach of this contract.

j. NCVET reserves to claim from the bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting /compliance mistake(s) on part of bidder.

8.15. Risk Purchase

In the event Successful Bidder fails to execute the project as stipulated in the resultant Contract Agreement, or as per the directions given by NCVET from time to time, NCVET reserves the right to procure similar services from alternate sources at the risk, cost and responsibility of the Successful Bidder. Before taking such a decision, NCVET shall serve a notice period of 30 days to the Successful Bidder. Successful Bidder's liability in such case shall be limited to the difference between the existing quoted value and the new contract released due to failure of existing Successful Bidder and all related costs arising out of it. The amounts so recoverable may be deducted by encashing the PBG or payments due to the successful bidder, any residual amount may further be recovered from the successful bidder.

8.16. Confidentiality & Non-Disclosure

Any information pertaining to the NCVET or any other Governmental Agency involved in the Contract that comes to the knowledge of the Bidder in connection with this contract, unless already available in public domain, shall be deemed to be confidential and the Bidder shall be fully responsible for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to do so. The Bidder shall ensure due secrecy of information and data not intended for circulation in public.

Bidder and its personnel shall not disclose any information stored in the servers of the system to any person on any ground except with the express permission of competent authority unless it is legally required as per direction of court of competent jurisdiction. For any breach of confidentially the bidder organization shall be responsible under all civil and criminal law in addition to the personal liability of the person indulging in such misconduct.

8.17. Agreement

a. The Successful Bidder shall have to enter into an Agreement with the NCVET, for the performance of the contract on INR 100/- Non-Judicial Stamped Paper, within 15 days of the communication of the final order on Bids, the cost of which has to be borne by the Bidder. NCVET shall provide Proforma for the Agreement. No variation shall be permitted in this Agreement.

b. Until the signing of Agreement, the Selected Bidder shall bear its own cost for all the activities relating to this tender.

c. On submission of security deposit and signing of the agreement, the timeline for completion of tasks under the RFP shall commence forthwith.

8.18.   Exit Management

8.18.1.   Transfer of Assets

The Selected Bidder shall be allowed to continue work on the assets for the duration of the exit management period, which may be a three months period from the date of expiry, or termination of the Agreement, if required by NCVET to do so. During this period, the Selected Bidder shall transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The performance bank guarantee submitted by Selected Bidder shall only be returned after the successful completion/expiry of contract and transfer of the entire project assets including its infrastructure.

The Selected Bidder, if not already done, shall transfer all the Software Licenses, Source Code, Virtual Machines, Templates and Clones, etc. under the name of NCVET during the Exit Management Period. The Selected Bidder shall also transfer all the relevant Software Passwords, User Names and Keys, etc.

NCVET during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the Selected Bidder at any time during the exit management period requiring the Selected Bidder to provide with a complete and up-to-date list of the assets within 15 days of such notice.

Upon service of a notice, as mentioned above, the following provisions shall apply:

a. In the event, if the assets which are to be transferred to NCVET are mortgaged to any financial institutions by the Selected Bidder, the Selected Bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to NCVET or its nominated agencies.

b. All title of the assets to be transferred to NCVET or its nominated agencies pursuant to clause(s) above shall be transferred on or before the last day of the Exit Management Period. All expenses incurred during transfer of assets shall be borne by the Selected Bidder.

c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by the Selected Bidder to NCVET.

d. That the products and technologies delivered to NCVET during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by the selected bidder to other locations apart from the locations mentioned in this bidding document without prior written notice and approval of NCVET. Supplied hardware, software etc., used by Selected Bidder for NCVET shall be the legal properties of NCVET.

8.18.2.   Confidential Information, Security and Data

The Selected Bidder shall promptly on the commencement of the Exit Management Period, if not already provided, supply to NCVET or its nominated agencies the following:

a. Documentation relating to Intellectual Property Rights;

b. Project related data and confidential information;

c. All current and updated data as is reasonably required for purposes of NCVET or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by NCVET or its nominated agencies; and

d. All other information (including but not limited to documents, records and Agreements) relating to the services reasonably necessary to enable NCVET or its nominated agencies, or any successive agency appointed by NCVET for management of the DEP to carry out due diligence in order to transition the provision of the services to NCVET or its nominated agencies, or any successive agency (as the case may be).

e. Before the expiry of the Exit Management Period, the Selected Bidder shall deliver to NCVET or its nominated agencies all new or updated materials from the categories set out above and shall not retain any copies thereof, except that the Selected Bidder shall be permitted to retain one copy of such materials for archival

purposes only.

8.18.3. Transfer of Certain Agreements

On request by NCVET, the Selected Bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses to NCVET or its nominated agencies may require in favor of NCVET or its nominated agencies, or its Replacement Operator in relation to any equipment lease, maintenance or service provision Agreement between Selected Bidder and the Third Party lessors, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by NCVET or its nominated agencies, or its Replacement Operator.

Selected Bidder shall handover the copy of back to back SLA arrangements with Cloud Service providers(NIC) and OEMs to the NCVET to enable the latter to work out further arrangement with them post- Exit period.

Right of Access to Premises: At any time during the Exit Management Period and for such period of time following termination or expiry of the SLA, where assets are located at the Selected Bidder's premises, the Selected Bidder shall be obliged to give reasonable rights of access to or, in the case of assets located on a Third Party's premises, procure rights of access to NCVET or its nominated agencies, and/ or any Replacement Operator in order to inventory the assets.

8.18.4. General Obligations of Selected Bidder

a. The Selected Bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to NCVET or its nominated agencies or its Replacement Operator and which the operator has in its possession or control at any time during the exit management period.

b. The Selected Bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

8.18.5. Exit Management Plan

a. The Selected Bidder shall provide NCVET or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and scope of work within 6 months of commencement of project or within 15 days from the date of notice of termination.

b. A detailed program of the transfer process that could be used in conjunction with a Replacement Operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and

c. Plans for the communication with such of the Selected Bidder's, staff, suppliers, customers and any related Third Party as are necessary to avoid any material detrimental impact on NCVET operations as a result of undertaking the transfer; and

d. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and handholding during the transition period, to NCVET or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.

e. The Bidder shall re-draft the Exit Management Plan by end of each quarter post Go-Live to ensure that it is kept relevant and up to date.

f. Each Exit Management Plan shall be presented by the Selected Bidder to and approved by NCVET or its nominated agencies.

g. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.

h. During the Exit Management Period, the Selected Bidder shall use its best efforts to deliver the services.

i. Payments due, if any, during/for the Exit Management period shall be made in accordance with the Payment Terms Clause and upon successful completion of exit management process.

j. It would be the responsibility of the Selected Bidder to support new operator during the transition period.

8.19.   Approval and Required Consents

a. The selected bidder (or SI) shall cooperate to procure, maintain and observe all relevant and regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Required Consents") necessary to provide the Services. The costs of such Approvals shall be borne by the SI normally responsible for such costs according to local custom and practice in the locations where the Services are to be provided.

b. The NCVET or its nominated agencies shall use reasonable endeavors to assist System Integrator to obtain the Required Consents. In the event that any Required Consent is not obtained, the System Integrator and the NCVET or its nominated agencies shall co-operate with each other in achieving a reasonable alternative arrangement, if applicable, as soon as reasonably practicable for the NCVET or its nominated agencies to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Required Consent is obtained, provided that the System Integrator shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Required Consents are obtained if and to the extent that the System Integrator's obligations are not dependent upon such Required Consents.

9. Service Level Agreement & Deductions

Service Level Agreement (SLA) shall form part of the contract between NCVET and the System Integrator. SLA defines the terms of the System Integrator's responsibility in ensuring the timely delivery and the compliance to the Performance Indicators as detailed in this document. The System Integrator has to comply with Service Levels requirements to ensure adherence to timelines, quality and availability of products / service.

9.1.   Service Level Definitions

1. The System Integrator shall monitor and maintain the stated service levels to provide quality customer service to NCVET.

2. System availability is defined as:

   a. **[((Scheduled Operation Time – System Downtime) x 100)/Scheduled Operation Time]%**

   b. $$\left[\frac{(Scheduled\ operation\ time - system\ downtime) \times 100}{Scheduled\ operation\ time}\right.$$ Where: "Scheduled operation time," means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time (Planned downtime shall not be done in business hours). Frequency and duration of planned downtime shall be decided in consultation with the NCVET.

   c. "System downtime" subject to the SLA, means accumulated time during which the System is inoperable either totally or partially due to failure of system or infrastructure in scope of the SI. This shall be measured as per the metrics provided in the SLA. The downtime would be measured from the time the NCVET and/or its end-users log a call with the System Integrator's helpdesk regarding a failure they notice or the failure is known to the SI from availability measurement tools. The downtime for SLA purpose would be considered until such time the System is returned to proper and complete operation.

   d. A System would be considered down if it were not able to process any transactions.

   e. Concurrent downtime of systems would be treated as a single downtime period and not have a multiplying effect on downtime calculation.

f.   Total downtime in a month would be summation of non-concurrent downtime of individual systems

g.   Availability and Performance SLA compliance shall be measured on a monthly basis. Penalty will be levied in the payout of the impacted quarter. SLA reports are to be calculated and submitted on monthly basis, however, deduction and final payout to happen on a quarterly basis.

h.   **Critical Severity issues** are defined as issues which impact the overall solution like outage of DEP, and which has a high impact on the service delivery to the end-users and respective Departments. Any incident that is affecting a majority of users (>50%) is also termed as a critical issue.

i.   **Medium Severity issues** are defined as issues which has impact on a limited number of end-users. The DEP and other IT applications are available but the performance for a limited number of users is impacted due to other external or internal factors.

j.   **Low Severity issues** are defined as issues whose resolution shall require changes in configuration of hardware or software, which will not significantly interrupt working of that component. Issues like minor functionality enhancement and/or support for minor modifications or maintenance of source code, application version enhancement etc. for improving application performance are termed as low issues.

3.   Normal business hours in the offices are 9:30 hours to 18:00 hours, Monday to Saturday excluding NCVET's holidays. The offices may require to work beyond the business hours and holidays on need basis.

4.   The System Integrator would be responsible for implementing appropriate monitoring tools to measure and report on the SLAs in an automated format.

9.2.   Service Levels

The current SLAs are defined considering the DEP has to be operated and maintained for a period of 5 years following go-live.

In case the SLA defined below are not achieved, NCVET may decide, at its discretion, to impose/waive off/partially waive off the deductions if it is established that the delay is not attributable to the system integrator. Application response time will be measured on the basis of automated reports. The data should be captured through automated tools. Any scheduled downtime should not be included in the calculation of application response time.

9.2.1.   Application Related SLAs

Sl. No	SLA Parameter	Target Performance	Description	Deduction Reference No.
Application availability and performance				
1.	Availability of services (ALL) excluding planned downtime	99%	Availability of DEP applications and services for at least 99% of time measured on monthly basis for a 24x7x365 time period. Availability shall be measured at each service level and not at application level. Note: System Integrator would not be held responsible for the application uptime during any downtime of the hosting infrastructure not provided by them due to scheduled maintenance or faults.	1

Sl. No	SLA Parameter	Target Performance	Description	Deduction Reference No.
Application availability and performance				
2.	Average page loading time for all services	Within 4 seconds measured over a 10 Mbps connection	Page loading time measured on a monthly basis	2
3.	Business Transaction Response Time	Within 4 seconds measured over a 10 Mbps connection	Response time of services like form submission, reporting and dashboard service and integration service with other applications, measured on a monthly basis	2
4.	Business Transaction Response Time involving uploading/ downloading of documents (average size 10 MB)	Within 8 seconds for a document of size 10 MB measured over a 10 Mbps connection	Response time of services, measured on a monthly basis	3

9.2.2. Operations and Maintenance Related SLAs

Sl. No	SLA Parameter	Target Performance	Description	Deduction Reference No.
IT Helpdesk				
1.	Helpdesk availability	100% calls to be logged and service ticket no. shall be generated	Help Desk should be available, and all incidents/ events raised with the Help Desk shall; be logged into the system and service ticket number should be provided to the employee	4
2.	MTTR - Time to resolve	>=99% of • Critical severity issues within 6 hours of reporting • Medium severity issues within 12 hours of reporting • Low severity issues within timelines as agreed with NCVET	Time taken to resolve the reported problem.	5

9.2.3. Deductions

A Deduction No. is mentioned in "Deduction Reference No." column of the above tables against each SLA. These

numbers refer to the Reference No. in Deduction Table provided below. The deduction table includes deductions that would be levied on System Integrator on non-achievement of SLAs. Slabs have been created for each SLA and deductions would be imposed on bidder as per the SLA achievement/non-achievement for the period under consideration. Deductions are mentioned as a percentage of operating expenditure as per the commercial tables.

For levying deductions on non-performance during Operations and Maintenance support period, Equated Quarterly Instalment (EQI) of O&M phase would be considered for calculation purpose. Deductions shall be carried out from the next payment being made to the System integrator.

Ref. No.	Deduction Description
1	Deduction shall be levied as per the following table : - 	% Availability	Deduction as % of Equated Quarterly Instalment (EQI) of OPEX Cost	 |---|---| 	<99% & >=97%	0.5%	 	<97% & >=95%	1%	 	<95% & >=93%	2%	 For each additional drop of 2% in performance below 93%, 2% of EQI of OPEX Cost shall be levied as additional deduction.
2	Deduction shall be levied as per the following table : - 	Response Time (in seconds)	Deduction as % of Equated Quarterly Instalment (EQI) of OPEX cost	 |---|---| 	>4 secs & <=6 secs	0.5%	 	>6 secs & <=8 secs	1%	 	>8 secs	2%	 For each additional increase of 2 seconds above 8 seconds, 2% of EQI of OPEX cost shall be levied as additional deduction.
3	Deduction shall be levied as per the following table : - 	Response Time (in seconds)	Deduction as % of Equated Quarterly Instalment (EQI) of OPEX cost	 |---|---| 	>8 secs & <=16 secs	0.5%	 	>16 secs & <=24 secs	1%	 	>24 secs	2%	 For each additional increase of 8 seconds above 24 seconds, 2% of EQI of OPEX cost shall be levied as additional deduction.

Ref. No.	Deduction Description
4	Deduction shall be levied as per the following table: - | % Call Logged and Ticket Raised	Deduction as % of Equated Quarterly Instalment (EQI) of OPEX cost
<100% & >=98%	0.5%
<98% & >=96%	1%
<96% & >=94%	2% | For each additional drop of 2% in percentage transactions below 94%, 2% of EQI of OPEX cost shall be levied as additional deduction.
5	Deduction shall be levied as per the following table: - | % Transaction with resolution time higher than the SLA table (severity wise)	Deduction as % of Equated Quarterly Instalment (EQI) of OPEX cost
<99% & >=97%	0.5%
<97% & >=95%	1%
<95% & >=93%	2% | For each additional drop of 2% in percentage transactions below 93%, 2% of EQI of OPEX Cost shall be levied as additional deduction.

9.2.4. Other Deductions

Ref. No.	Parameter	Service Level	Deduction
6	Replacement of resources identified as key personnel during signing of contract. Note: *Replacement of resources are allowed between bid submission and signing of contract. Proposed new resources shall be of similar or higher qualification and experience compared to those submitted as part of bid.* *Replacement may be allowed in cases related to resignation, health, and other unavoidable situations.*	No replacement of resources deployed as key personnel, except helpdesk and handholding staff, shall be allowed.	Deduction of INR 1.0 Lacs per replacement of key personnel

9.2.5.   SLA Reporting Procedures

The System Integrator shall prepare and distribute Service level performance reports in a mutually agreed automated format by the 5th working day of subsequent month. Also, the reports should be available on a real-time basis for continuous monitoring. The reports shall include "actual versus target" Service Level Performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports shall be distributed to NCVET management personnel as directed by NCVET. The System Integrator may be required to get the Service Level performance report audited by a Third-Party Auditor appointed by NCVET.

9.2.6.   SLA Exclusions

The time lost due to any of the following causes shall not be included in calculating "System Availability" or "Resolution Time":

  i.   Time taken for scheduled maintenance/ troubleshooting (including back-up and restore times) either for preventive purposes or improvement in function or other purposes, provided such activities have been intimated in advance in consultation with NCVET;

 ii.   Time taken for reconfiguration or other planned downtime situations provided such activities have been intimated in advance in consultation with NCVET;

iii.   Scheduled shutdowns as required by NCVET.

Chapter IV: Appendices

10.   Appendix I: Technical Bid Forms

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Eligibility Criteria.

Technical Bid shall comprise of following forms:

Forms to be used in Technical Bid

Form 1: Letter of Bid

Form 2: Power of Attorney for Authorized Signatory of the Bidder

Form 3: Particulars of the Bidder

Form 4: Compliance Sheet for Eligibility and Technical Evaluation Criteria

Form 5: Checklist of Documents

Form 6: Performance Bank Guarantee

Form 7: Certificate for Turnover and Net Worth of the Bidder

Form 8: Project Citation and Declaration for Projects under NDA (Forms 8A and 8B)

Form 9: Certificate for Software Development Resources

Form 10: Proposed Solution (Form – 10) and Proposed Bill of Material (Form – 10A)

Form 11: Proposed Work Plan

Form 12: Team Composition

Form 13: Curriculum Vitae (CV) of Key Personnel

Form 14: Manufacturer's Authorization Form (MAF)

Form 15: Self-Declaration for Non-Blacklisting

Form 16: Undertaking for Total Responsibility

Form 17: Indemnity Bond

Form 18: Affidavit

Form 19: Draft Contract Agreement

Form 20: Integrity Pact Agreement

10.1. Form 1: Letter of Bid

(To be provided on the Bidder's Letterhead)

To
 The Secretary to the Council cum Director
 National Council for Vocational Education and Training (NCVET)
 Kaushal Bhawan
 B-2, Pusa Road
 Metro Pillar No. 95
 Near Karol Bagh Metro Station
 New Delhi-110005
 Tel. No. 011-25788001-11
 E-mail: directorpolicy.ncvet@gmail.com

Subject: Submission of the Technical Bid for Implementation of DEP

Dear Sir/Madam,

We, hereby, offer to provide turnkey solution to NCVET on Implementation of DEP with your Request for Proposal dated …………………… and our Bid. We are hereby submitting our Bid, which includes this Technical Bid and the Commercial Bid submitted in separate folders.

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

We hereby declare that we are not ineligible under any of the following clauses:

   i.   Bidders who have been blacklisted or otherwise debarred by NCVET or any department of Central or State Government or any other Central / State Public Sector Undertaking shall be ineligible during the period of such blacklisting/debarment.
  ii.   Any Bidder whose contract with the NCVET, or any department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period on account of breach of contract at any point of time during last five years, will be ineligible.
 iii.   Bidder whose Security Deposit have been forfeited by the NCVET or Central/State Govt. or any Central/State PSU/Statutory Corporation, during the last five years, for breach of any terms and conditions will be ineligible.

We agree to abide by the entire scope, instructions, timelines, deliverables, payment terms and contract terms and conditions and agree for unconditional acceptance of all the contents of the RFP document and its subsequent corrigenda if any. We would hold the terms of our Bid valid for 90 days from the submission of Bid. We understand that NCVET reserves the right to extend this period by another 30 days at its discretion, which shall be binding on the bidders. Thereafter, this period may be further extended by the parties on mutual consent.

In the event of our Bid being accepted, we agree to furnish, within 15 (Fifteen) days from the date of issue of Acceptance Letter/LoI, Performance Bank Guarantee as stipulated in the Bid.

We understand that in all matters regarding doubts raised by bidders on the clauses of the RFP, interpretation of clauses, scope, terms and conditions, etc. as stated in this RFP and/or its subsequent corrigenda/addenda, if any, the decision of NCVET shall be final and binding on us.

We understand that during the course of implementation and detailed due diligence it may be required to vary the quantity of certain components under the scope of the bidder. We understand that there may be variations in quantities specified in the bids and such changes may be in the range of +/-10% of the specified bill of quantities.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

10.2.   Form 2: Power of Attorney for Authorized Signatory of Bidder

Tender No.   DATED:

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the entity who is issuing the power of Attorney)

Know all men by these presents, We, …………………………… (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms (Name), son/daughter/wife of ……………………………… and presently residing at…………………………………., who is presently employed with us and holding the position of …………………………….., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the "……………………………………………………" Project proposed or being developed for NCVET (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……………………………., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ……………………… DAY OF……………………., 20……

For…………………………….

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted   Notarized

(Signature, name, designation and address of the Attorney)

Note: Copy of Board Resolution to be attached stating the powers of the executants to authorize the concerned person to whom this power of attorney is being issued.

10.3. Form 3: Particulars of the Bidder

(To be submitted by the bidder)

S. No.	Particulars	Details		
1.	Name of the Bidder			
2.	Office Address			
	Telephone Number			
	Fax No.			
	Mobile Number			
	Email Id			
3.	Nature of the Firm i.e., whether LLP, or a Private Limited Company, or a Public Limited Company incorporated in India.			
4.	a) Name of the Contact Persons authorized to sign tender documents			
	b) Telephone No.			
	c) Mobile No.			
	d) Email ID			
	e) Photo ID Card No.			
5.	PAN No. of Bidder *(enclose a scanned copy of PAN Card of the firm)*			
6.	GST Registration No. *(enclose a scanned copy of proof of GST registration number of the firm)*			
7.	EPFO Registration No. *(enclose a scanned copy of proof of EPFO Registration Number of the firm), if applicable*			
8.	Details of Bidders Bank Account	Account Name		
		Bank Name & Branch		
		Account Number		
		IFSC		
9.	Turnover and profit during the immediate preceding 3 years. (Enclose scanned copies of Audited Profit & Loss account & Balance Sheets) etc.	Year	Turn-over (Rs. Crores)	Profit (Rs. Crores)
		FY2021-2022		
		FY2020-2021		
		FY2019-2020		
10.	Number of Employees on Payroll of Organization			
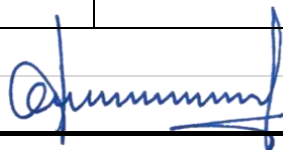
10.4. Form 4: Compliance Sheet for Eligibility and Technical Evaluation Criteria

10.4.1. Form 4A: Compliance Sheet for Eligibility Criteria

The documents mentioned in this compliance sheet along with this form shall be used for verifying eligibility of the bidders and should form a part of the Technical Bid.

S. No.	Eligibility Criteria	Documents Required	Compliance (Yes/ No)	Reference & Page
1.	Incorporated in India under the Companies Act, 1956 and its subsequent amendments thereto or the Limited Liability Partnership Act, 2008 and its subsequent amendments	Certificate of Incorporation	Yes / No	
2	The bidder must have i. PAN, ii. GST registration,	PAN	Yes / No	
		GST Registration Number	Yes / No	
3	Average annual turnover of at least INR 60 Cr. from IT services as per the audited financial statements for FY 2021-22, 2020-21 and 2019-20	Audited financial statements for the last three financial years	Yes / No	
		CA Certificate stating the average annual turnover from IT services in the years FY 2021-22, 2020-21 and 2019-20 as per Form 7	Yes / No	
4	Net worth of minimum INR 10 Cr. as per audited financial statements during each of the FY 2021-22, 2020-21 and 2019-20 for the bidder Net worth shall be calculated on the basis of sum of Paid up share capital, free reserves and capital reserves	CA Certificate stating net worth in each financial year as per Form 7	Yes / No	
5	Successfully completed or ongoing projects of application development and rollout, fulfilling the below criteria: - At least one project of similar nature* with value not less than INR 12 Crores during FY 2017-18 and onwards OR - At least two projects of similar nature* with value not less than INR 8 Crores during FY2017-18 and onwards. OR - At least three projects of similar	Project Citation as per Form – 8A and Declaration of Projects under Form – 8B (if applicable)	Yes / No	

S. No.	Eligibility Criteria	Documents Required	Compliance (Yes/ No)	Reference & Page
	nature* with value not less than INR 5 Crores during FY2017-18 and onwards. *Similar Nature would mean an IT project involving application development, rollout, training and support. Out of the above project(s) at least one project shall be for Indian Govt. (Central/ State)/Ministries/PSUs/Governm ent Autonomous Bodies. Note: 1. In case of single project experience, bidder needs to comply with both the criteria given above. 2. Completed project means any project which has been successfully implemented and operations and maintenance period is completed 3. Ongoing project means any project which has been successfully implemented and is under operations and maintenance.	Work Order or Contract Agreement containing scope and value of project. ● Bidders need to submit a certificate signed by statutory auditor citing value of application development/ rollout services in case submitted project is a system integration/ turnkey services project.	Yes / No	
		In case of; ● Completed project-Completion/ Experience Certificate ● On-going project - Go Live Certificate	Yes / No	
		In case projects are covered under NDA, citation along with declaration for the same as provided under Form - 8A and Form – 8B to be provided.	Yes/ No	
6	Experience of working in VET ecosystem in last 5 financial years.	Project Citation as per Form – 8 of Appendix – I	Yes / No	
		Work Order/ Contract Agreement/ Completion Certificate containing scope and value of project	Yes / No	
		In case projects are covered under NDA, citation along with declaration for the same as provided under Form - 8A and Form – 8B to be provided.	Yes / No	
7	CMMi Level 5 Quality Certification	Copy of CMMi Level 5 certificate (must be valid at the time of bid submission). Bidder is also eligible under conditions wherein they are under process of re-appraisal of existing CMMi Level 5 certificate. Under such circumstances, bidder needs to provide declaration regarding ongoing re-appraisal process along with tentative completion. Successful bidder has to submit the appraisal certificate upon completion of re-appraisal process.	Yes / No	

S. No.	Eligibility Criteria	Documents Required	Compliance (Yes/ No)	Reference & Page
8	Should have latest ISO 9001 Quality Certification and ISO 27001 IT Security Certification	Copy of ISO 9001 certificate and ISO 27001 IT Security Certification (must be valid at the time of bid submission). Bidder shall be eligible under conditions wherein they are under re-certification of existing ISO 9001 certificate and ISO 27001 IT Security Certification. Under such circumstances, bidder needs to provide declaration regarding ongoing re-certification process along with tentative completion. Successful bidder has to submit the latest ISO 9001 certificate and ISO 27001 IT Security Certification upon completion of re-certification	Yes/ No	
9	At least 100 software development resources on payroll at the time of bid submission	Certification as per Form 9 of Appendix – I	Yes / No	
10	OEM Authorization (same as proposed in this bid) for any products/ solutions proposed as part of the project	Letter of Authorization from OEM for proposed products/ solutions as per Form 14 of Appendix – I.	Yes / No	
11	No blacklisting by any department of Central or State Government or any other Central / State Public Sector Undertaking in India as on date of submission of this bid. Further, if the bidder is blacklisted by any department of Central or State Government or any other Central / State Public Sector Undertaking in between the bid submission date and the date of award of contract, bidder is liable to be disqualified.	Self-certificate letter of undertaking to this effect on company's letterhead signed and stamped by authorized signatory as per format given in Form 15 of Appendix – I.	Yes / No	

10.4.2. Form 4B: Compliance Sheet for Technical Evaluation Criteria

The documents mentioned in this compliance sheet along with this form shall be used for Technical Evaluation of the bidders and should form a part of the Technical Bid.

S. No.	Criterion	Documents Required	Compliance (Yes/ No)	Reference & Page Number
1	Average annual turnover of at least INR 60 cr. from IT services as per the audited financial statements for FY 2019-20, 2020-21 and 2021-22	As per Compliance sheet for Eligibility Criteria point no. 3 (Turnover)	Yes / No	
2	Successfully completed or ongoing projects of similar nature for Indian Govt. (Central/ State)/Ministries/PSUs/Government Autonomous Bodies in last 5 financial years. *Similar Nature would mean an IT project involving application development, rollout, training and support. Note: 1. Completed project means any project which has been successfully implemented and operations and maintenance period is completed 2. Ongoing project means any project which has been successfully implemented and is under operations and maintenance.	As per Compliance sheet for Eligibility Criteria point no. 5 (Experience)	Yes / No	
3	Experience of working in VET ecosystem in last 5 financial years.	As per Compliance sheet for Eligibility Criteria point no. 6 (Experience)	Yes / No	
4	Experience of working with NIC in last 5 financial years.	As per PQ Criteria no. 6 (Experience) and contact details of NIC officer	Yes / No	
5	a) Adequacy of the proposed methodology and work plan in responding to the RFP		Yes / No	
6	**Key Personnel Evaluation**			
6a	Project Manager	CV as per section 10.13 along with details of resources in section 4	Yes / No	
6b	Domain Expert		Yes / No	
6c	Solution Architect/ Tech Lead		Yes / No	
6d	Senior Software Developer		Yes / No	
6e	UI/UX Designer		Yes / No	
6f	Business Analyst (5 marks for each CV)		Yes / No	

10.5.   Form 5: Checklist of Documents

S. No	Basic Requirement	Documents Required	Attached (Yes/ No)	Reference & Page Number
1.	Cost of Tender	Scanned copy of Acknowledgement Receipt with UTR number of RTGS/NEFT/ Electronic Mode	Yes / No	
2.	EMD	Scanned copy of Acknowledgement Receipt with UTR number of RTGS/NEFT/ Electronic Mode	Yes / No	
3.	Letter of Bid	Letter of Bid as per Form – 1	Yes / No	
4.	Power of Attorney to Authorized Representative of the Bidder	Power of Attorney of the Bidder as per Form – 2	Yes/ No	
5.	Particulars of Bidder	Particulars of Bidder as per Form – 3	Yes / No	
6.	Compliance Sheet of Eligibility Criteria and Associated Documents	Compliance Sheet and all documents related to Eligibility Criteria as per Form – 4A	Yes / No	
7.	Compliance Sheet of Technical Evaluation Criteria and Associated Documents	Compliance Sheet and all documents related to Technical Evaluation Criteria as per Form – 4B	Yes / No	
8.	Checklist of Documents	Checklist of Documents as per Form – 5	Yes/ No	
9.	Certificate for Turnover and Net Worth of the Bidder	CA Certificate as per Form – 7	Yes/ No	
10.	Project Experience	Project Citation Form as per Form – 8A	Yes/ No	
		Declaration for Projects covered under NDA as per Form – 8B (if applicable)	Yes/ No	
11.	Software Development Resource	Certificate from HR Head as per Form – 9	Yes/ No	
12.	Proposed Solution	Proposed Solution covering all details required as per Form – 10	Yes / No	
		Bill of Material as per Form – 10A	Yes / No	
13.	Proposed Work Plan	Proposed Work Plan as per Form 11	Yes / No	
14.	Details of Manpower Proposed	Team Composition as per Form 12	Yes / No	
		Curriculum Vitae of Key Personnel as per Form 13	Yes / No	
15.	OEM Authorization	Manufacturer's Authorization Form for all OEM products/ solutions provided by bidder as part of its Bid	Yes / No	

S. No	Basic Requirement	Documents Required	Attached (Yes/ No)	Reference & Page Number
		as per Form 14		
16.	Self-Certificate for Non-Blacklisting	Self-Certificate for Non-Blacklisting as per Form – 15	Yes / No	
17.	Undertaking for Total Responsibility	Undertaking for Total Responsibility as per Form – 16	Yes / No	
18.	Affidavit	Affidavit as per Form – 18	Yes/ No	

10.6. Form 6: Performance Bank Guarantee Formats

10.6.1. Form 6A: Bank Guarantee – Bid Security/ Earnest Money Deposit

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
The Secretary to the Council cum Director
National Council for Vocational Education and Training (NCVET)
Kaushal Bhawan
B-2, Pusa Road
Metro Pillar No. 95
Near Karol Bagh Metro Station
New Delhi-110005

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for submission of RFP # <<RFP Number>> for "Request for Proposal (RFP) for Selection of System Integrator for Development, Implementation and Maintenance of DEP for NCVET" (hereinafter called "the Bid") to NCVET (hereinafter called 'the Purchaser').

Know all Men by these presents that we <<>> having our office at <<Address>> (hereinafter called "The Bank") are bound unto the Purchaser in the sum of INR <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, itssuccessors and assigns by these presents.

Sealed with the Common Seal of the said Bank this <<Date>>. The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Purchaser in the RFP; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
    a. Withdraws his participation from the bid during the period of validity of bid document;or
    b. Fails or refuses to participate in the subsequent Tender process after having been shortlisted

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTHWITHSTANDING ANYTHING CONTAINED HEREIN:

i. Our liability under this Bank Guarantee shall not exceed INR <<Amount in figures>> (Rupees <<Amount in words>> only)
ii. This Bank Guarantee shall be valid up to <<insert date>>)
iii. It is condition of our liability for payment of the guaranteed amount or any part thereof arisingunder this Bank Guarantee that we receive a valid written claim or demand for payment underthis Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

10.6.2. *Form 6B: Performance Bank Guarantee*

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
The Secretary to the Council cum Director
National Council for Vocational Education and Training (NCVET)
Kaushal Bhawan
B-2, Pusa Road
Metro Pillar No. 95
Near Karol Bagh Metro Station
New Delhi-110005

In consideration of the NCVET, ……………….. at ………………………………………(hereinafter called NCVET) having stipulated furnishing the security deposit in the form of Performance Bank Guarantee under the terms and conditions of the Letter of Award No._____, dated _____ made between the NCVET and M/s ………………………………… (hereinafter called the Bidder/SI) to undertake implementation and maintenance of Information System (hereinafter called the 'contract') for the due performance and fulfillment by the said Bidder/SI of the terms and conditions and obligations contained in the said contract, we *(NAME OF BANK)*, (hereinafter referred to as `the Bank') at the request of M/s …………(BIDDER/S) do hereby undertake to pay on demand by NCVET an amount not exceeding <value in figures and words>.

We *(NAME OF BANK)* do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the NCVET. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

However, the Bank's liability under this guarantee shall be restricted to an amount not exceeding <value in figures and words>.

We undertake to pay to the NCVET any money so demanded not withstanding any dispute or disputes raised by the Bidder(s)/SI in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
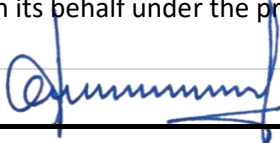
The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Bidder/SI shall have no claim against us for making such payment.

We, *(NAME OF THE BANK)* further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and for a period of 68 months from the date of issue of this Guarantee and that it shall continue to be enforceable till all the dues of the NCVET under or by virtue of the said contract have been fully paid & its claims satisfied or discharged or till the NCVET certifies that the terms and conditions of the said contract/RFP have been fully and properly carried out by said Bidder(s)/SI and accordingly, discharges this guarantee. Unless, a demand or claim under this guarantee is made on us in writing on or before (**date**) (68 months to be indicated) we shall be discharged from all liability under this guarantee thereafter.

We, *(NAME OF THE BANK)* further agree with the NCVET that the NCVET shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder, to vary any of the terms and conditions of the said contract or to extend time of performance by the said Bidder(s)/SI from time to time or to postpone for any time or from time to time any of the powers exercisable by NCVET against the said bidder/SI and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s)/SI or for any forbearance, act or commission on the part of the NCVET or any indulgence by the NCVET to the said Bidder(s)/SI or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the Constitution of the Bank or the Bidder(s)/SI.

The guarantor hereby declare that it has power to execute this guarantee and the executant has full power to do so on its behalf under the proper authority granted to him/them by the guarantor.

We, *(NAME OF THE BANK)* lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NCVET in writing.

Dated the day of for (NAME OF THE BANK)

For ....

Name of Bank:

Seal of the Bank:

Dated, the ....day of ...., 20......

(Signature, name and designation of the authorized signatory)

NOTES:

1. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
2. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

10.7.   Form 7: Certificate for Turnover and Net Worth for Bidder

Certified that M/s _____ having its Registered Office at _____ has been having an average annual turnover of not less than INR 60 Crores and net worth of not less than INR 10 Crores.

The details are as under:

Financial Year	Turnover (INR Crore)	Average Turnover (INR Crore)	Net Worth (INR Crore)
FY2021-22			
FY2020-21			
FY2019-20			

This certificate is issued based on documentary evidences and Audited Accounts produced to me and copies of which are available with me that I shall be able to produce if required by the NCVET. The certificate is true and correct to the best of my knowledge and belief.

Signature	
Name of the Person	
Designation	Chartered Accountant
Name of the Firm	
Registration No./ Membership No.	
Address	
Email address	
Contact No.	

Date:

Place:

10.8.   Form 8: Project Citation and Declaration for Projects covered under NDA

10.8.1.   Form 8A: Project Citation Format

Relevant IT project experience (provide no more than 3 projects between FY2017-18 to FY2021-22)

General Information	
Name of the project	*(Provide reason in case information is case information is being withheld)*
Client for which the project was executed	*(Provide reason in case information is case information is being withheld)*
Name and contact details of the client	*(Provide reason in case information is case information is being withheld)*
Project Details	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the project - Capex - Opex - Support Cost	
Total cost of application development, rollout and support	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Documentary evidence in support of the above (Work Order, Completion/Go-Live Certificate) to be provided if not covered under NDA with the client.	

Declaration:

This citation is issued based on documentary evidences produced to me and copies of which are available with me that I shall be able to produce if required by the NCVET. I hereby declare that all information provided in this citation are true and correct to the best of my knowledge and belief.

Signature	
Name of the Person	
Designation	Statutory Auditor
Name of the Firm	
Registration No./ Membership No.	
Address	
Email address	
Contact No.	
Date	
Place	

10.8.2.   Form 8B: Declaration for Projects covered under NDA

To
 The Secretary to the Council cum Director
 National Council for Vocational Education and Training (NCVET)
 Kaushal Bhawan
 B-2, Pusa Road
 Metro Pillar No. 95
 Near Karol Bagh Metro Station
 New Delhi-110005
 Tel. No. 011-25788001-11
 E-mail: directorpolicy.ncvet@gmail.com

Subject: Declaration for Projects covered under Non-Disclosure Agreement (NDA)
Ref: Your RFP Ref: [*] dated [*]

Dear Sir/Madam,

I hereby declare that the following project/s is/are covered under Non-Disclosure Agreement:

S. No.	Description of the Project	Reference/ Page No. in the Technical Bid
1.		
2.		
3.		

Hence, the name of the client and submission of supporting documents such as work order and completion/go-live certificate as required under Section 5.11 of the RFP are restricted due to the terms and conditions of NDA as agreed with the respective client/s. All necessary information regarding the above mentioned project/s, as required, is/are submitted in respective Form – 8A.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:
Address:
Location:
Date:

10.9. Form 9: Certificate for Software Development Resources

Certified that M/s _____ having its Registered Office at _____ is having not less than 100 software development personnel on its payroll as on_____ (Date of bid submission).

Details are as under

S. No.	Particular	Number
1	Software Development Personnel	

This certificate is issued based on documentary evidences produced to me and copies of which are available with me that I shall be able to produce if required by the NCVET. The certificate is true and correct to the best of my knowledge and belief.

Signature	
Name of the Person	
Designation	HR Head
Name of the Firm	
Registration No./ Membership No.	
Address	
Email address	
Contact No.	

Date:

Place:

10.10.   Form 10: Proposed Solution

Technical solution, approach, methodology and work plan are one of the key components of the Technical Bid. The Bidder is suggested to present the proposed solution divided into the following sections:

a.   Understanding of the project (how the solution proposed is relevant to the understanding)
b.   Solution Proposed
c.   Technical Approach and Methodology for implementation and operations of the project
d.   Proposed resource structure and project governance

10.10.1. Form 10A: Bill of Material

S. No	Item	Unit	Quantity	OEM	Model	Reference to Details of Solution in the Submitted Bid (Please provide page number/section number/ volume)
1.	DMS Tool					
2.	Integration Tool					
3.	Rules Engine Tool					
4.	Reporting Tool					
5.	Monitoring Tool					
6.	Helpdesk Tool					
7.	Any other item as per architecture diagram					

10.11.   Form 11: Proposed Work Plan

No	Activity	Calendar Weeks												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
N														

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as NCVET approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2. Duration of activities shall be indicated in the form of a bar chart.

10.12. Form 12: Team Composition

Name of Key Staff with qualification and experience	Area of Expertise	Position Assigned	Phase wise Task Assigned (for application dev, roll out, training and post roll out support)	Time committed for engagement (in days)

10.13. Form 13: Curriculum Vitae (CV) of Key Personnel

General Information	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications: • Degree • Academic institution graduated from • Year of graduation • Specialization (if any) • Key achievements and other relevant information (if any)	
Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional / Domain Experience	
Number of complete life cycle implementation carried out	
Names of customers (Please provide the relevant names)	

Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure)
Prior Professional Experience covering:
• Organizations worked for in the past
  o Organization name
  o Duration and dates of entry and exit
  o Designation Location(s)
  o Key responsibilities
• Prior project experience
  o Project name
  o Client
  o Key project features in brief
  o Location of the project
  o Designation
  o Role
  o Responsibilities and activities
  o Duration of the project
Please provide only relevant projects.	

Proficient in languages (Against each language listed indicate if speak/read/write)	
Signature (Key Personnel/Authorized Signatory)	

10.14. Form 14: Manufacturer's Authorization Form

(To be provided on the OEM's letterhead)

No.   Date:

To:

The Secretary to the Council cum Director
National Council for Vocational Education and Training (NCVET)
Kaushal Bhawan
B-2, Pusa Road
Metro Pillar No. 95
Near Karol Bagh Metro Station
New Delhi-110005
Tel. No. 011-25788001-11
E-mail: directorpolicy.ncvet@gmail.com

Subject: Manufacturer's Authorization Form

Ref: Your RFP Ref: [*] dated [*]

Dear Sir/Madam,

This is to certify that I/We am/are the Original Equipment Manufacturer in respect of the products/services listed below. I/We confirm that

A.   <Name of Bidder> have due authorization from us to provide product(s) listed below and related services of warranty, licensing and maintenance on the products, to NCVET as per your RFP.

B.   We endorse the terms and condition specified in the RFP, contracting and licensing terms provided by <Bidder> to NCVET.

C.   We endorse the warranty for the products/services for a period of 5 years commencing from the date of acceptance sign-off. The warranty shall cover all the components and sub-components of the supplied products/services.

D.   We also certify that the below mentioned product being supplied by the <Bidder> meets the minimum specifications given in the RFP

 # Product/Service Name   Remarks

<Fill Model number and Product name>

Thanking you,

Yours Faithfully

[Authorized Signatory]

[Designation] [Place]

[Date and Time] [Seal & Sign]

[Business Address]

Yours faithfully,

(Name)

10.15. Form 15: Self Certificate for Non-Blacklisting

(To be provided on the Bidder's letterhead)

Date:

To:

The Secretary to the Council cum Director
National Council for Vocational Education and Training (NCVET)
Kaushal Bhawan
B-2, Pusa Road
Metro Pillar No. 95
Near Karol Bagh Metro Station
New Delhi-110005
Tel. No. 011-25788001-11
E-mail: directorpolicy.ncvet@gmail.com

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for Selection of System Integrator for Implementation of DEP

Ref: Your RFP Ref: [*] dated [*]

Dear Sir/Madam,

We confirm that our company or firm, _____, is as on the date of submission of this bid, not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

10.16. Form 16: Undertaking for Total Responsibility

(To be provided on the Bidder's letterhead)

Date:

To:

The Secretary to the Council cum Director
National Council for Vocational Education and Training (NCVET)
Kaushal Bhawan
B-2, Pusa Road
Metro Pillar No. 95
Near Karol Bagh Metro Station
New Delhi-110005
Tel. No. 011-25788001-11
E-mail: directorpolicy.ncvet@gmail.com

Subject: Undertaking for Total Responsibility

Ref: Your RFP Ref: [*] dated [*]

Dear Sir/Madam,

We hereby undertake that we have read all contents provided in the RFP and its subsequent corrigenda, etc. and undertake the total responsibility for the defect free operation of the proposed solution as per the requirements specified in the RFP and its subsequent corrigenda.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

10.17. Form 17: Indemnity Bond

(THIS INDEMNITY BOND HAS TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE BY THE BIDDER DURING CONTRACT SIGNING)

This Indemnity Bond is executed by the undersigned, namely _____, Partner/ Director/ Authorized Signatory concerned through our Company/ LLP namely _____ situated at _____.

WHEREAS M/s. NCVET, a Government of India Undertaking, floated an RFP dated _____ inviting offers for implementation and maintenance of DEP for NCVET.

AND WHEREAS we participated in the aforementioned RFP and have been found to be eligible for grant of the aforesaid work by NCVET;

AND WHEREAS we have also agreed and undertaken to enter into a contract/ agreement with NCVET on the basis of all terms & conditions as mentioned in the RFP of NCVET;

AND WHEREAS we are further required to execute and deliver to NCVET an Indemnity Bond guaranteeing due and timely compliance with and fulfillment of all our obligations as mentioned in the said RFP and in the said agreement and in default thereof to indemnify and keep indemnified NCVET against all losses or prejudices;

NOW therefore by this Indemnity Bond we _____ (SI), do hereby bind ourselves to indemnify and to keep indemnified the NCVET against all liabilities, mortgages, damages, losses, expenses, demands, actions, proceedings, costs and claims of any nature whatsoever arising out of the acts, omissions, negligence and breach of this contract as may be caused to or is likely to be caused to NCVET by reason of any act or omission on our part that may be considered by NCVET to be any kind of failure and/or default on our part in complying with or carrying out or fulfilling all our obligations, duties and responsibilities as envisaged in the said RFP, its subsequent corrigenda and/or in the said deed of lease to be executed by us in favour of NCVET. We further bind ourselves to take all necessary steps and measures as would be generally required to safeguard the interest of NCVET.

We also indemnify the NCVET for any Third Party liability arising out of patent, copyright, or intellectual property or any other dispute and agree to bear the cost of any dispute arising as of alleged violation of any law and policy applicable in India, with respect to this project.

IN WITNESS WHEREOF we have signed, executed and delivered this Indemnity Bond to NCVET on this the _____ day of _____, 2023.

M/s. _____

WITNESSES:-

1.

2.

10.18.   Form 18: Affidavit

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the entity who is signing the Affidavit)

<div align="center">

AFFIDAVIT

</div>

I, _____ age _____, S/o _____, resident of _____ employed as _____ with M/s _____ having office at _____ do solemnly affirm and declare as under:

I am the authorized representative/signatory of M/s _____ in the capacity of bidder and I am competent to swear to this affidavit, that:

1. I am the attorney/authorized signatory on behalf of the bidder.
2. Our Company _____ is having unblemished past record and is not declared blacklisted by any entity of Government of India / State Governments / Government Agencies for participation in future bids for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on date of submission of Bid.
3. We are not ineligible under any of the clauses mentioned in section 5.12.1 'Disqualification of Bidder', mentioned in Part A of RFP.
4. I the bidder also accept all the conditions of the tender and have signed all the pages in confirmation thereof
5. I declare and certify that I/We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
6. I declare that the information and documents submitted along with the bid by me/us are correct and I are fully responsible for the correctness of the information and documents submitted by us.
7. I also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract and other legal actions as mentioned in RFP No._____ and subsequent corrigendum.
8. I do not violate / infringe any Indian or foreign patent, trademark, registered design or other intellectual property rights.

<div align="right">

DEPONENT

</div>

<div align="center">

VERIFICATION:

</div>

Verified at _____, this the _____ day of _____ 2023. That the contents in the above affidavit is true and correct to the best of knowledge and belief. No part of this affidavit is wrong and nothing material has been concealed therefrom.

<div align="right">

DEPONENT

</div>

Attested by Notary Public

10.19.   Form 19: Draft Contract Agreement

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the Authorized signatory from bidders' side)

AGREEMENT FOR SYSTEM INTEGRATION SERVICES

This Agreement (the "Agreement") is entered into this _____ day of _____2023 at New Delhi.

BY AND BETWEEN

National Council for Vocational Education and Training, a statutory having its registered office located (NCVET)

Kaushal Bhawan B-2, Pusa Road Metro Pillar No. 95, Near Karol Bagh Metro Station New Delhi-110005   (herein after referred to as "NCVET" which expression shall unless excluded by or repugnant to the context deemed to include its successor/s in office or permitted assigns) of the First Part;

AND

_____<Name and address of bidder >_____

_____

_____ (hereinafter called the "System Integrator (SI) or bidder", which expression shall unless excluded by or repugnant to the context or meaning thereof mean and be deemed to include its successors and permitted assigns) of the Second Part;

AND WHEREAS

(a) NCVET had invited a Request for Proposal for "Selection of System Integrator for design and Implementation of DEP dated _____, and subsequent corrigendum thereto (hereinafter together referred to as 'RFP');

(b) In response to the RFP, the System Integrator amongst others, had submitted its technical and commercial bid for proposed DEP to NCVET, for which bid was opened on _____ and subsequently System Integrator had submitted "Acceptance (Undertaking) for Implementation of DIGITAL ENTERPRISE PORTAL" on _____ (hereinafter referred to as 'Proposal or Bid');

(c) NCVET has accepted the aforesaid Proposal of the System Integrator, vide its letter dated _____ thereby awarding the contract to the System Integrator.
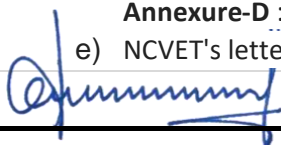
(d) The System Integrator furnished the requisite Performance Guarantee on _____

(e) The Contract having come into force w.e.f. _____, the parties now wish to sign this formal agreement in terms of the contract already awarded vide letter dated _____ 2023 which is already under execution.

NOW, THEREFORE, IT IS HEREBY AGREED/ ACKNOWLEDGED BY THE PARTIES AS FOLLOWS:

1. The following documents attached hereto to form an integral part of this agreement

    a) RFP dated _____ along with Pre-bid clarifications, Corrigendum (Entire Tender Document) duly signed by the System Integrator as **Annexure-A;**
    b) Technical Bid submitted by bidder as **Annexure-B**.
    c) Commercial Bid along with bill of material for software and hardware submitted by bidder as **Annexure-C**.
    d) NCVET's letter dated _____ for acceptance of conditions, and acceptance letter from M/s _____ dated _____ related to "Acceptance (Undertaking) for Implementation of DEP " as **Annexure-D** :and
    e) NCVET's letter dated _____ award of the contract as **Annexure-E.**

2. The mutual rights and obligations of NCVET and System Integrator, Scope of work, Payment terms etc. shall be as set forth in the aforesaid documents.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their Authorized Signatories and Representatives in their respective names as of the day and year first above written.

SIGNED, for and on behalf of NCVET

By: Ms. /Mr. _____

Signature:_____

Designation:_____

Address: NCVET, New Delhi - 110005

SIGNED, for and on behalf of M/s.

_____

By: Ms. / Mr. _____

Signature:_____

Designation:_____

Address: _____

_____

_____

Witnesses:

1. Name: _____
   Place :_____
   Date : _____

2. Name: _____
   Place :_____
   Date : _____

10.20.   Form 20: Integrity Pact Agreement

(To be executed on plain paper and submitted along with technical bid/tender documents. To be signed by the bidder and   NCVET.)

The National Council of Vocational Education and Training (NCVET) hereinafter referred to as "The Principal".

AND

…………… Hereinafter referred   to as "The Bidder/Contractor"

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract/s for ………. .The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).
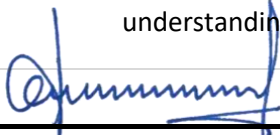
In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal.

1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
   a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled.

   b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

   c) The Principal will exclude from the process all known prejudiced persons.

2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

   a) The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

   b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications,

certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f) The Bidder(s)/Contractor (s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision on the matter.

2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4 : Compensation for Damages

1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2) If the Principal has terminated the contract according to Section3, or if the Principal is entitled to terminate the contract according to Section3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.
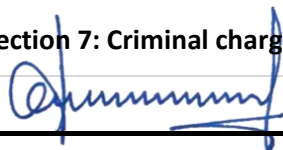
Section 5 : Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

Section 6: Equal treatment of all Bidders / Contractors / Sub -contractors.

1) In case of sub –contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub – Contractor.

2) The Principal will enter into agreements with the identical conditions as this one with all bidders and Contractors.

3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s) / Contractor(s) / Sub-contractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 : Independent External Monitor/Monitors

1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval of Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor will have access to all contract documents, whenever required. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Secretary to the Council cum Director, National Council for Vocational Education and Training (NCVET).

3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.

4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on "Non – Disclosure of Confidential Information" and of "Absence of Conflict of Interest" In case of any conflict of interest arising at a later date, the IEM shall inform the Secretary to the Council cum Director, National Council for Vocational Education and Training (NCVET) and recuse himself/herself from the case.

5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7) The Monitor will submit a written report to the Secretary to the Council cum Director, National Council for Vocational Education and Training (NCVET), NCVET within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8) Monitor shall be entitled to compensation on the same terms as being extended to/provided to the Secretary to the Council cum Director, National Council for Vocational Education and Training (NCVET).

9) If the Monitor has reported to the Secretary to the Council cum Director, National Council for Vocational Education and Training (NCVET), a substantiated suspicion of an offence under relevant IPC/PC Act, and the Secretary to the Council cum Director, National Council for Vocational Education and Training (NCVET) has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

10) The word "Monitor" word include both singular and plural.

Section 9 : Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Secretary to the Council cum Director, National Council for Vocational Education and Training (NCVET).

Section 10 : Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the Principal i.e. Namrup in NCVET (Delhi)
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
- In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)   (For & on behalf of Bidder/Contractor)

(Office Seal)   (Office Seal)

Place

Date

Witness 1 :   Witness 1 :

(Name & Address)   (Name & Address)

_____   _____

_____   _____

_____   _____

_____   _____

Witness 2 :   Witness 2 :

(Name & Address)   (Name & Address)

_____   _____

_____   _____

_____   _____

_____

11. Appendix II: Indicative Functional Requirements Specifications

11.1. Common Functionality

S. No.	Functional Requirement Description
1.	System should include masters such as sector, state, city, district, role, designation, awarding body, information etc. on acceptable qualifications (NSQF), training partners, and assessment agencies, AAs/AB's location (latitude and longitude).
2.	System should have functionality for information exchange between various Process Areas (2-way Information integration) i.e., any process should be able fetch required inputs from any other related or dependent Process.
3.	System should have user access rights functionality for NCVET users, in which admin will be able to give user rights (to review forward/approve/reject/send back application.
4.	System should have ability to create rule-based workflows. Workflows may vary depending upon NCVET's guidelines. System should be flexible and configurable for accommodating any such changes in guidelines.
5.	System should have functionality to define administrative powers for organizational units (position-wise) & integrate with monitoring workflows for approvals. Admin should also be able to define person who can set parameters such as number of assessments, qualifications etc. and admin should be able to define levels of review the application as well as change in workflow, if required.
6.	System should have functionality to define/enlist all clauses/rules/policy under NCVET' staff regulations, time to time circulars and office orders pertaining to recognized agency.
7.	System should have user defined dashboard for NCVET users, recognized agency, inspection users. Customizable holistic Dashboards must be designed to meet NCVET requirements for ease of use and flexible sharing while providing essential information and intuitive analytics for real-time data-driven decision making with drill-down and export data capabilities. It will have cross-device interoperability, progress tracking, and configurable SMS and email connectivity.
8.	System should be integrated with email and SMS gateway for sending alerts and notifications to users.
9.	NCVET System should have a provision of Helpdesk and Chatbot/ Voice Bot for any queries to be addressed by recognized agency/SME/Assessors/Trainees.
10.	System should have functionality to set the timeline/configurable 1. User Authentication 2. Application Submission 3. Resubmission of Application 4. Review of Application by NCM 5. Review of Application by Director 6. Review of Application by EM 7. Submission of monitoring form 8. Submission of presentation 9. Inspection of applicant/recognized agencies 10. Re-Submission of Business Plan 11. Submission of new qualification 12. Submission of monitoring Form 13. Initial scrutiny of submitted grievance 14. Resubmission of information on grievance 15. Redressal by agencies

S. No.	Functional Requirement Description
	16. Re-evaluation by grievance 17. Director review for grievance 18. GRC review for grievance 19. EM review for grievance 20. Response submission on redressal by grievant 21. Request for appeal against redressal 22. Initial scrutiny for qualification approval 23. Stakeholder's review on qualification approval 24. Stakeholder's meeting on qualification approval 25. Resubmission of information on qualification approval request 26. NSQC review on qualification approval 27. NSQC meeting on qualification approval 28. Flow to NQR of approved qualifications 29. Initial scrutiny on qualification adoption request 30. Director's review on qualification adoption request 31. EM's review on qualification adoption request 32. NSQC meeting on qualification adoption request
11.	System should have audit trails to allow the activities of users to be monitored.
12.	System should have the functionality for timeline violation by any NCVET users/Applicant/Recognized agencies then auto send email to next level of authorities.
13.	System should have functionality of content management (Add/edit/inactive/set priority to display)
14.	System should have functionality of User Management (Add/edit/inactive)
15.	System should have the functionality for Visitor Module
16.	System should have the functionality for FAQ
17.	System should have the functionality for different level of MIS
18.	System should have the functionality to set the priority for grievance category
19.	System should have provision to set the data archival timeline
20.	System should have the provision to manage the archive data
21.	System should have payment gateway integration for receiving the payment from registered agencies
22.	System should have the provision to show placement drive data through API integration with recognized agencies.
23.	System should have the provision to online training video section for DEP application users.
24.	System should have the provision to email access functionality for password reset
25.	e-office integration should be required as external integration
26.	System should have provision to Best learn and practices, testimonials section for recognized agencies. Also, after approval by NCVET should show on the system.
27.	System should have provision of migration of records to the DEP application.
28.	System should have provision for recognition of "Skill Information Provider (SIP)" and collection of data from them. SIP functionality would be similar to AAs functionality and their workflow.

S. No.	Functional Requirement Description
	SIP functionality would be finalized at the time of requirement gathering.
29.	Functionality for allocation of assessment of trainees to AA needs to be developed in DEP application but to be made active only when it's required by NCVET.

11.2. Recognition process

Any organisation willing to get associated with NCVET as Awarding body/ Assessment Agency need to submit application with the required details and documents.

Recognition process includes below major functionalities

1. **Registration Process :-** Any organisation willing to get associated with NCVET as Awarding body/ Assessment Agency need to submit the application with the required details and documents.
2. **Process of Application submission by Applicant: -** Applicant would fill the online application form and submit necessary documented evidence to demonstrate compliance with the eligibility criteria.
3. **Process of Evaluation of Application by NCVET: -** The application submitted by the applicant is reviewed by the designated officer(s) to check its compliance to the eligibility criteria. The decision regarding the initial acceptance or rejection of the application is taken by the competent authority. If Application is accepted then it will be forwarded to Subcommittee. If the application will be rejected by the competent authorities (EM), then application will get rejected, and applicant will have provision for feedback meeting.
4. **Process of Decision by NCVET (Approval or rejection): -** After approval of application by competent authorities (Director)/respective officers (EM) Applicant organization will give the presentation to subcommittee, and then Subcommittee will submit remarks regarding approval/ rejection of the application. This process may vary depending upon NCVET's guidelines.
5. **Process of Signing of Agreement with Applicant Organization:-** An agreement would be signed between NCVET and recognized Assessment Agency detailing the terms of association and thereby, beginning of the AA's/AB's tenure as a recognized entity. In case of Awarding Body, after issuance of LOI they need to create qualifications mentioned in LOI.

S. No.	Functional Requirement Description
1.	The objective of the recognition process is to provide a transparent and simple process to recognize the applicant as per NCVET guidelines which may change
2.	The functional scope of the recognition process is the signup/registration process, applying for recognition by the applicant, scrutiny/review/approval/rejection of applications at various levels by the NCVET.
3.	Ability to sign up/registration process for applicant organization as per annexure.
4.	System should have Integration with PAN, Aadhaar, and GST. And the ability to auto verify the Aadhaar, PAN Card (and auto fetch of all required information), and GST of the applicant organization.
5.	Ability to submit the fee by the applicant organization through the NCVET payment gateway portal.
6.	System should have the functionality for applicants to view/download the application before the final submission of the application.
7.	System should have the functionality for authorization of application by the applicant organization through DSC/E-Sign API integration with NCVET.
8.	Applicant organization should be able to view/download the final submitted application.

S. No.	Functional Requirement Description
9.	System should have the functionality to generate a unique registration number/ application number against each application submitted by the applicant's organizations.
10.	System should have functionality for "assignment/re-assignment of 'Nominated Case Member' (NCM) and 'Director' at the back end on basis of Load/ Sequential/ State-Wise/ Sector-Wise etc. The identity of assigned NCM and Director for reviewing the application will not be disclosed to applicant.
11.	NCM/Competent authorities should be able to view and download all registration details as well as the submitted application forms.
12.	NCM/competent authorities should be able to review, evaluate, and submit their remarks.
13.	System should have functionality for sending back the applications to the applicant organization if any clarification is required by NCM.
14.	The System should have the functionality for enabling all the relevant sections to the applicant organization for necessary updations/corrections.
15.	System should have provisions for recognized agencies to apply for new sector as per NCVET guidelines. Further, system should have provisions for approval for new sectors applied by the recognized agencies.
16.	System should have the functionality to send auto reminders to the applicant and respective NCVET officers if the applicant do not submit the application within the timeline.
17.	System shall have the functionality to resubmit the application and the Application must be authorized by the CEO/HOD of the applicant organization.
18.	The system should be able to capture resubmitted application details in different menus of NCVET NCM/competent authorities Dashboard.
19.	NCM should be able to re-evaluate the application submitted by the applicant organization.
20.	NCM will submit/ resubmit section-wise remarks on the system and in the summary sheet. The application will be forwarded to Director for review.
21.	Competent authorities should be able to act actions such as (send back to NCM/forward to Inspection team/ rejection/approval (forward the application to subcommittee).
22.	**Case1 - Send back to NCM** Competent authorities should be able to send back the applications section-wise to NCM to seek clarifications from the applicant organization and resubmit the report.
23.	NCM would re-send the application to the applicant to resubmit the required clarification or respond directly to competent authorities with their remarks.
24.	System should be able to enable all sections for correction to the applicant organization.
25.	NCM must evaluate the application within the stipulated timeline, else, periodic escalation mail will be forwarded to the next level of authority. The applicant organization must submit clarifications within the stipulated timeline, else, login credentials will be de-activated, and the applicant organization will be required to register again and apply from the start.
26.	System shall have the functionality to resubmit the application after adding all required clarification by the applicant organization.
27.	System should the functionality to capture resubmitted application details in different menus of NCVET NCM/competent authorities' Dashboard.
28.	**Case 2 – Physical Inspection** Functionality for competent authorities (Director) to forward the application for physical inspection of applicant organization its TPA's to verify credentials submitted by applicant organization.
29.	The inspection team will conduct a site inspection of the applicant organization and/ or its TPAs and submit the inspection report by the system.

S. No.	Functional Requirement Description
30.	NCM/competent authorities should be able to view all inspected evidence on their Dashboard.
31.	**Case 3 - Rejection** Competent authorities (Director) should have provision to reject application with remarks. Then System should be able send red alert notification(email/SMS) to NCVET respective officers (EM/other higher authorities) to review Director's remarks and submit their comments.
32.	Then System should have functionality to show all red alert rejected applications on NCVET respective officers Dashboard to review director's remarks and NCVET respective officers submit their comments on the application.
33.	System should be able to reject the application by competent authorities (EM) for second time, then remarks regarding reasons for rejection will be captured on System for applicant organization to review.
34.	System should send the status email/SMS notification to applicant organization and same will be reflected on applicant organization Dashboard.
35.	Applicant organization will be able to request a feedback meeting with NCVET competent authorities through System.
36.	System should be able to approve/reschedule/reject the feedback meeting by the competent authorities. Director will allot a date for the same out of the requested dates, else deemed approved by the System.
37.	If the application is rejected by the System, then decision/ remarks will be sent to applicant organization vide mail/SMS and status will be updated on System. And The account created by applicant organization may be de-activated after 3 months(configurable), and applicant organization will submit fresh application thereafter along with requisite fees
38.	**Case 4 – Approval** Competent authorities should be able to mark the status as approved then, the application should be forwarded to sub-committee. Also, decision/ remarks will be sent to applicant organization along with pre-defined ppt template vide mail and status updated on System.
39.	The System should be able to select any one date and time slot offered to applicant organization by NCVET and appear for presentation on scheduled date. Also, System should be able to enable to upload presentation by the applicant organization.
40.	System should be able to enable the listed action (Clarification required/approve/reject) by subcommittee.
41.	**Case1 Clarification required - Send back application to Applicant** subcommittee should be able to send back the applications section wise to applicant organization and resubmit the report.
42.	System should be able to enable all section for correction to applicant organization.
43.	System should be able to send reminder if timeline is violated by applicant organization and notification email will be sent to NCVET NCM also competent authorities/subcommittee.
44.	System shall have functionality to resubmit the application after adding all required clarification by applicant organization.
45.	System should be able to capture resubmitted applications details in different menus of NCVET NCM/competent authorities/subcommittee Dashboard.
46.	**Case 2 - Rejection** Subcommittee should have functionality for rejection of application with remarks.
47.	If the application is rejected by the System, then decision/ remarks will be sent to applicant organization vide mail/SMS and status gets updated on System. And The account created by applicant organization may be de-activated after 3 months(configurable), and applicant organization will submit fresh application thereafter along with requisite fees
48.	**Case 3 - Approval**

S. No.	Functional Requirement Description
	NCM/Subcommittee should be able to approve the application with remarks and upload the MOM.
49.	System should enable the payment gateway System for applicant and Applicant will submit the requisite fees within timeline. Otherwise, System should be able to send warning letter/rejection of application.
50.	NCM/competent authorities verify the application fee and will be able to Issue LOI to applicant organization through System.
51.	System will send notification to approved applicant to submit the re-business plan, qualification, and other required details within timeline(configurable).
52.	System should enable the applicant to submit the re-business plan, qualification, and other required details
53.	Applicant should submit the business plan, qualification, and other required details by the System.
54.	If approved, NCVET will approve the agreement sector wise/state wise/qualification wise and will upload the agreement copy on the System.
55.	If the qualification/application of ABs gets rejected by the System, then decision/ remarks will be sent to applicant organization vide mail and status updated on System. And the account created by applicant organization may be de-activated after 3 months(configurable), and applicant organization will submit fresh application thereafter along with requisite fees
56.	System should have functionality to show fee-based certifications data
57.	System should be able to assign assessment agency to Awarding Bodies as per NCVET.
58.	System should be able to extension of recognized agencies.
59.	System should have provision for re-apply the application by applicant. if rejected by scrutiny team then applicant can apply for the NCVET recognition after three months from the date of the rejection OR application has been rejected after the decision of the subcommittee, Applicant can apply for the NCVET recognition after six months from the date of the rejection.
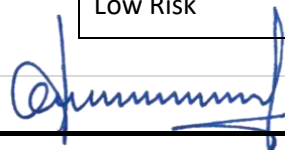
11.3.   Monitoring Process

To ensure operational efficiency of the recognized bodies, NCVET would have a robust mechanism for continuous self-assessment and monitoring of recognized agencies. In addition to the continuous monitoring, annual review of the recognized agencies would be critical, to arrive at their risk ratings. The continuous monitoring and annual review will be carried out considering the information/ documents shared by the recognized body.

Monitoring process includes below major functionalities

1. **Documents submission by Recognized agency for monitoring:-** The recognized agency will submit the periodic/continuous monitoring form with necessary documented information/evidence on the proposed system. This will help in ensuring quality has been maintained amongst all recognized agencies.

2. **Monitoring of recognized agency by NCVET:-** Monitoring is a critical step for NCVET to regulate the recognized agencies. Designated monitoring team reviews the documents/ information received from recognized agency. Based on compliance to the monitoring parameters developed by NCVET, risk rating (high/medium/low risk) is computed.

3. **Process for plan submission by recognized as per their risk rating: -** recognized agency will submit the plan as per their risk rating

Risk Rating	Document to be submitted
Low Risk	Quality Improvement Plan

| Medium Risk | Preventive Risk Plan and Improvement Progress Plan |
| High Risk | Risk Mitigation and Management Plan |

4. **Process of Decision by NCVET: -**

   After reviewing the plan, the competent authority will approve the final risk rating. Disclosure of the risk rating publicly by NCVET.

S.No.	Functional Requirement Description
1.	The objective of the National Council of Vocational Education monitoring process for the recognized agencies is to ensure the quality, and self-regulation of recognized agencies, and enhance their performance.
2.	The functional scope of the monitoring process is the submission of periodic/continuous form by the recognized agency, review of the form by NCVET and NCM/competent authorities will be able to send back the form to the recognized agency in case of clarification/incorrect data. The system will provide the risk rating and the recognized agency will submit the plan as per the risk rating. Final risk rating will be published into the system after approval of NCVET.
3.	System should have functionality for the submission of periodic/continuous forms by the recognized agency as per the required details by NCVET.
4.	System should have functionality so that the recognized agencies will be able to provide the no. of trainees, batch details with training calendar, and centre data through API integration or importing data as per the predefined format decided by NCVET.
5.	System should have functionality for capturing sector-wise data trainees' placement records, salary data, trainees' qualifications, through API integration or import/upload data by the recognized agency as per a predefined format decided by NCVET.
6.	System should have the functionality for the recognized agency to share the URL for online viewing of the ongoing training/ assessments with the batch list. And NCVET will be able to view live classrooms/ assessment sessions.
7.	System should have the timeline for submission of continuous/periodic form as master configured. If the timeline, is violated then an auto reminder will be sent. If the timeline is violated a second time also then a reminder with a warning letter will be sent to the recognized agency. After the violation of the timeline mentioned in the warning letter, NCVET will consider this agency a high-risk agency and the same will be informed to the recognized agency by the Email/SMS.
8.	System should have the functionality for recognized agencies to view/download the periodic/continuous form before final submission.
9.	System should have the functionality of DSC/e-sign for authorization of periodic/continuous forms by the CEO/HOD of the recognized agency.
10.	The recognized agency should be able to view/download the final submitted authorized periodic/continuous form.
11.	System should have the functionality to generate the unique number against each periodic/continuous form submitted by the recognized agency.
12.	System should have the functionality for assignment/re-assignment of monitoring team/ person and competent authority at the back end based on workload (pending task on their dashboard)/ sequential/ state-wise/ sector-wise.
13.	System should have the functionality for monitoring team /Competent authority to view and download the periodic/continuous form details submitted by the recognized agencies.
14.	System should have the functionality for monitoring team to send back the periodic/continuous form section-wise with remarks to recognized agencies if missing data/wrong data.
15.	The system should have the functionality to enable all sections for correction to the recognized

S.No.	Functional Requirement Description
	agency.
16.	System shall have the functionality to resubmit the periodic/continuous form after adding all required clarification by the recognized agency. And the periodic/continuous form should be authorized by the CEO/HOD of the recognized agency.
17.	System should have the functionality to capture re-submitted periodic/continuous form details in different menus of NCVET monitoring/Competent authority's Dashboard.
18.	The monitoring team should have the functionality for re-evaluating the periodic/continuous form submitted by the recognized agency.
19.	Functionality for quantifiable parameters, risk scores would be computed by the system and the monitoring team will assign risk scores for the subjective parameters. Based on risk scores of all parameters, the overall risk rating will be assigned by the system and notification alert on high medium risk case to NCVET monitoring team and recognized agencies.
20.	System should have the functionality for Monitoring team to submit/ resubmit section wise remark and system should be able to generate summary sheet of periodic/continuous form with risk rating (Low/Medium/High). Summary sheet of the Periodic/continuous form will be available on system to review and submit remarks.
21.	System should have the functionality so that competent authority should be able to act (send back to monitoring team) /Inspection in case of high/medium risk.
22.	**Case1 - Send back to Monitoring Team** System should have the functionality for the Competent authority to send back the periodic/continuous form section wise to monitoring team to sought clarifications from the recognized agency.
23.	System should have the functionality so that monitoring team will be able to re-send periodic/continuous form to the recognized agency to submit the required clarification or may directly response to Competent authority with their remarks.
24.	System should have the functionality for recognized agencies to fill all required data for correction.
25.	System shall have the functionality to resubmit the periodic/continuous form after adding all required clarification by the CEO/HOD of the recognized agency.
26.	System should have the functionality to capture resubmitted periodic/continuous form details in different menus of the NCVET Monitoring team/Competent authority's Dashboard.
27.	**Case 2 – Physical Inspection for High Risk/Medium Risk Rating** System should have the functionality for Competent authority (Director) to forward the periodic/continuous form for physical inspection of recognized agency its TPA's to verify credentials submitted by the recognized agency.
28.	System should have the functionality for inspection team to submit the evidence/remarks through the System.
29.	System should have the functionality for monitoring team/Competent authority to view all inspected evidence.
30.	**Case 3 – Risk mitigation and management plan For High-Risk Rating** System should have the functionality for Competent authority (Directors)/monitoring team to forward the risk mitigation and management plan for high-risk rating to the recognized agency.
31.	System should have functionality to enable the risk mitigation and management plan form for the recognized agency.
32.	Recognized agency will fill out the plan and finally submit the risk mitigation and management Plan form authorized by the HOD/CEO of the recognized agency.
33.	Monitoring team/ Competent authority should have the functionality to view and download the plan.

S.No.	Functional Requirement Description
34.	The monitoring team/ Competent authority should have the functionality to send back the plan to the recognized agency in case of any clarification/missing data.
35.	The recognized agency should be able to receive notification by Email/SMS to check all required observation points by the System.
36.	The recognized agency should be able to add section-wise required data and resubmit the risk mitigation and management plan.
37.	The system should send the email/SMS notification to monitoring team/Competent authority to review and the same will be reflected on the recognized agency Dashboard.
38.	The monitoring team will be able to view and download the revised plan.
39.	The monitoring team will be able to forward risk mitigation and management plan forms with risk ratings & remarks to the competent authority.
40.	Competent authority should be able to send back/approve the final risk rating/penalty/red notice/de-recognition. The final action by the Competent authority will be displayed on the System.
41.	**Case 4 – Preventive risk plan and improvement progress plan for medium risk** Competent authority (Director) should have functionality to ask for a Preventive Risk plan and improvement progress plan and forward them to the Monitoring team.
42.	System should have the functionality for monitoring team to receive notification by email and the same should be reflected on the Dashboard, the monitoring team should be able to forward the summary report, warning letter and NCVET template of preventive risk plan and improvement progress plan form to recognized agency.
43.	System should have the functionality to send notifications to recognized agencies to fill out the Preventive Risk plan and improvement progress plan form.
44.	System should be able to enable the Preventive Risk plan and improvement progress plan form and the recognized agency will fill out the form and finally submit the plan and which should be authorized by the HOD/CEO of the recognized agency.
45.	System should send the email/SMS notification to the monitoring team to review and the same will be reflected on the monitoring team Dashboard.
46.	The monitoring team should be able to view and download the plan.
47.	The monitoring team should be able to forward the plan to Competent authority with remarks.
48.	The monitoring team/ Competent authority should be able to send back the plan in case of any clarification/missing data.
49.	The recognized agency will receive notification by e-mail/SMS to check all required observation points by the System.
50.	The recognized agency should be added section-wise required data and resubmit the preventive risk plan and improvement progress plan which should be authorized by the CEO/HOD.
51.	System should send the email/SMS notification to be monitoring team/Competent authority to review and the same will be reflected on the recognized agency Dashboard.
52.	The monitoring team will be able to view and download the revised plan.
53.	The monitoring team will be able to re-forward the Preventive Risk plan and improvement progress plan form with risk rating & remarks to Competent authority
54.	Competent authority should be able to send back/approve the final risk rating/penalty/red notice/de-recognition. The final action by the Competent authority will be displayed on the System.
55.	**Case 5 – Quality Improvement Plan for Low Risk** The competent authority (Director) should have functionality to ask for Quality Improvement Plan and forwarding it to the Monitoring team.
56.	System should have the functionality for the monitoring team to receive the notification by email

S.No.	Functional Requirement Description
	and the same should be reflected on the Dashboard, then monitoring team should be able to forward the summary report, and Quality Improvement Plan form to the recognized agency.
57.	System should have the functionality to send notifications to the recognized agencies to fill the Quality Improvement Plan form.
58.	System should be able to enable the Quality Improvement Plan and the recognized Agency will fill out the form and finally submit the Quality Improvement Plan, which should be authorized by the HOD/CEO of the recognized agency.
59.	System should send the email/SMS notification to monitoring team/Competent authority to review and the same will be reflected on the recognized agency Dashboard
60.	The monitoring team/ competent authority will be able to view and download the plan.
61.	Monitoring team/ Competent authority should be able to send back the plan in case of any clarification/missing data.
62.	The recognized agency will receive notification by Email/SMS to check all required observation points by the System.
63.	Recognized agencies should be able to add section-wise required data and resubmit the Quality Improvement Plan by the System.
64.	The monitoring team will be able to view and download the revised plan.
65.	The monitoring team will be able to forward the Quality Improvement Plan form with risk rating & provide remarks to the Competent authority.
66.	The competent authority should be able to approve the final risk rating. The final action by the Competent Authority will be displayed on the System.

11.4. Qualification/ NOS/ Micro-credentials

11.4.1. *Qualification/NOS/Micro-credentials creation and approval*

NCVET, receives proposals for alignment of qualifications to the NSQF, from various awarding bodies, scrutinizes and present them for NSQC approval. Awarding body/ organizations to whom LOI has been issued by NCVET can submit request for qualification approval. Awarding body can submit request for revision of qualification as well. An NSQF aligned and NSQC approved qualification normally has a validity of 3 years. However, sometime approval is given for shorter period depending on the assessment of requirement of qualification. Each qualification requires revision after expiry of its validity. System should have provision for creation of new National Operating Standards (NOS) and Micro-credentials (MC). Newly created NOS can be used under the qualification creation request and will be approved with qualification. For approval of a stand-alone NOS, requesting body needs to submit NOS approval request. Approval process for standalone NOS and MC will be same as qualification approval process.

Qualification/NOS/Micro-credentials creation and approval process includes below major functionalities
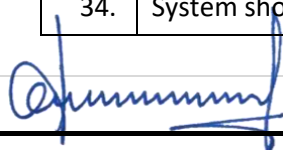
1. **Creation of qualification/NOS/Micro-credentials: -** For creation/ revision of any qualification, requesting body would select the options available/ fill the relevant details/ upload the required documents on NCVET DEP platform.

2. **Scrutinization of submitted qualification/NOS/Micro-credentials file: -** Concerned officer will initially scrutinize the documents and details as per NSQF checklist submitted with qualification approval request in defined timeline. If required, will take clarifications from the requestor otherwise forward the same for stakeholder review and comments. In case of resubmitted qualification approval request, concerned officer forwards the request to NSQC members if stakeholder's comments have already been fulfilled.

3. **Stakeholders review and meeting: -** Related sector's stakeholders will review the shared qualification approval request and provide their feedbacks on the same. Initial scrutiny officer will schedule the stakeholder meeting, mark the meeting attendance, capturing the minutes of meeting and action on submitted

qualification approval request as per meeting status.

4. **NSQC review and meeting: -** After clearance from Stakeholders', concerned officer takes the request for approval to next scheduled NSQC meeting. NSQC members will review the submitted qualification approval request and share the feedback on the same. Initial scrutiny officer will schedule the NSQC meeting, take the meeting attendance, capturing the minutes of meeting and act on submitted request as per meeting status.

S.No.	Functional Requirement Description
1.	Qualification creation menu will only be available for Awarding body or organizations to whom LOI has been issued by NCVET.
2.	System should have provision to change the forms fields as per selection of qualification approval- New, Revision (with changes, without changes)
3.	System should have provision to select the new qualification type- General, Heritage. These values are master driven and attached with the qualification type.
4.	System should have provision to apply for new qualification for OEM.
5.	System should have provision to apply for the developing rights of an in-active/ archived qualification.
6.	On selection of applying for in-active/ archived qualification, system should enable a drop-down with the values of all in-active/ archived qualification qualifications.
7.	All the details should be auto filled as per qualification selection.
8.	Approval process will be same as qualification approval process.
9.	System should have provision to create the qualification file including qualification requirement, industry validation, model curriculum and training data upload as per requirement
10.	System should have provision to check the NOS's from proposed qualification with already approved or submitted for approval qualification. If 80% of NOS's will be available on another approved or submitted for approval qualification, then system will show an alert to requesting body that "XYZ qualification has matched 80% (or more as per matching percentile) with your proposed qualification. Do you still want to submit the qualification for approval?" If requesting body will submit for approval, then an alert will be attached with the qualification approval request and visible to all approval authorities.

11.	System should have provision to apply for New NOS creation request. NOS can be of following types:
	o Applicability wise:
	   ▪ Generic NOS – Applicable across sectors & job roles as common competencies
	   ▪ Domain NOS – Applicable specifically to a job role or related job roles in a sector
	o Structure wise:
	   ▪ Mandatory NOS: Implementation is mandatory as part of a qualification
	   ▪ Optional NOS: Implementation is optional as part of a qualification
	o Approval wise:
	   ▪ Standalone NOS – Approved as standalone NOSs by NSQC
	   ▪ NOS as part of Qualification – Not approved individually but is a part of an approved & aligned qualification.

12.	New NOS approval process will be same as qualification approval.
13.	System should have provision to apply for new Micro-Credentials (MC) creation request. Micro-credentials can be of following types-

S.No.	Functional Requirement Description
	o Public: - Public Micro-credentials would be the ones with open access and can be used across by industry/ organization in their NOSs/ qualification or a standalone module. o Private: - The private MCs would be the ones with restricted access and where formal adoption is required. These are typically organization's IPR and can be adopted or shared only after appropriate permissions.
14.	New MC approval process will be same as qualification approval.
15.	System should have provision to review the submitted qualification file by the concerned initial scrutiny officer
16.	Concerned officer should be able to act (send back to awarding body/forward to stakeholder's review).
17.	**Case1 - Send back to awarding body** Concerned officer should be able to send back the applications (section wise) to awarding body for additional information/ document.
18.	Awarding body should be able to resubmit the required information/ document
19.	System should be able to enable specific section for additional information/ document to awarding body
20.	System should be able to capture resubmitted applications details in different menus to NCVET concerned officer Dashboard.
21.	**Case2 – Forward the qualification file for stakeholder's review** Concerned officer should be able to forward the applications for stakeholder's review
22.	Concerned officer should have provision to check the stakeholders list and provision to add/ remove new/ existing stakeholder, before forwarding the qualification file
23.	Newly added stakeholder will be automatically added on the database (master) with provided information
24.	Application should auto create a webpage with the details of submitted qualification file for stakeholder's review
25.	System should have provision to show the name of all selected stakeholders in a dropdown
26.	System should provide option to select the stakeholder's name from dropdown and enter the registered mobile number
27.	System should match the entered mobile number with selected name and generate an OTP for stakeholder verification
28.	System should be able to match the generated OTP with entered OTP for login verification
29.	System should provide the provision to stakeholders to view the other stakeholder's submitted comments
30.	System should provide the provision to stakeholders for reviewing the submitted qualification approval request and provision to submit their feedback/ comments on qualification file
31.	System should have provision to schedule stakeholder's meeting. Schedule meeting functionality will be a part of DEP platform and no external integration will be required.
32.	Concerned officer should have provision to check the stakeholders list and provision to add/ remove new/ existing stakeholder, before scheduling the stakeholder's meeting
33.	Concerned officer should have provision to add the stakeholder's comments in the meeting details
34.	System should have provision for taking the attendance of scheduled stakeholder's meeting

S.No.	Functional Requirement Description
35.	System should have provision for the submission of scheduled stakeholder's meeting MOM
36.	System should have provision to auto send the uploaded submitted MOM to all the stakeholder's registered Email
37.	Concerned officer should have provision to send back the qualification approval request to the awarding body to update their qualification approval request based on inputs received in stakeholder's meeting.
38.	System should have provision to schedule NSQC member's meeting
39.	Concerned officer should have provision to check the NSQC member list and provision to add/ remove new/ existing NSQC member and can also invite another member as guest, before scheduling the NSQC member's meeting
40.	System should have provision to auto send the meeting link to all the NSQC member and guests with calendar invite for meeting reminder
41.	System should have provision for taking the attendance of scheduled NSQC member's meeting
42.	System should have provision for the submission of scheduled NSQC member's meeting MOM
43.	System should have provision to auto send the submitted MOM to all the NSQC member's and guest's registered e-mail
44.	Concerned officer should have provision to take an action on qualification approval request as per NSQC meeting- Approve, Reject, Extension given
45.	**Case1 – Approve (New Qualification approval request)** System should have provision to approve the new qualification approval request.
46.	Once new qualification request will approve, it should be uploaded on the NQR website with 3 years validity from the date of approval
47.	All the existing NOSs would have validity of 3 years from the date of approval
48.	Approved qualification should be available for adoption by NCVET recognized awarding body
49.	All new NOSs should be uploaded on NQR for adoption with 3 years validity from the date of approval
50.	**Case2 – Approve (Qualification revision without changes)** System should have provision to approve the qualification revision request without changes.
51.	Once qualification revision request gets approved, it should be updated on the NQR website with 3 years validity from the date of approval
52.	All the existing NOSs validity will be renewed for 3 years from the date of approval
53.	**Case3 – Approve (Qualification revision with changes)** System should have provision to approve the qualification revision with changes request.
54.	Once qualification revision request gets approved, it should be updated on the NQR website with 3 years validity
55.	All the existing NOSs validity will be renewed for 3 years from the date of approval
56.	All the new NOSs will be uploaded on NQR for adoption with 3 years validity from the date of approval
57.	**Case4 – Extension given** System should have provision to give extension for all types of qualification approval request.
58.	Once extension will be given, qualification validity should get extended for given months extension on NQR portal.
59.	All the existing NOSs validity will be extended for given months extension on NQR portal.

S.No.	Functional Requirement Description
60.	All the new NOSs will be extended for given months extension on NQR portal.
61.	**Case5 – Reject** System should have provision to reject the submitted qualification approval request (all types).
62.	Once qualification approval request will reject, qualification will be in-active on NQR portal as their validity period.

11.4.2. *Qualification/NOS/Micro-credentials Adoption*

Adoption is a formal process under structured and well-defined procedures to acquire awarding rights of a qualification for NCVET certification. Adoption of Qualifications refers to acquiring of awarding rights of a Qualification (NSQF aligned and approved in NSQC and uploaded on NQR) developed by one Awarding Body (Developer Body) by another Awarding Body (Adopter Body) in its totality without altering anything from the basic elements of the qualification like eligibility criteria, level, mandatory NOS/ Learning outcomes, equipment, accreditation, and assessment norms except under the provisions as mentioned in these guidelines. Once the qualification is approved by NCVET and uploaded on the National Qualification Register (NQR), it is considered to be in the public domain.

Qualification adoption process includes below major functionalities:

1. **Creation and submission of qualification adoption request**: - For adoption of a qualification, NCVET approved 'requesting body or awarding body' (adopter body) needs to submit qualification adoption request form comprising of qualification details, adoption purpose, details of similar sector qualification and occupation with other details to NCVET for adoption approval.

2. **Scrutinization and review by NCVET**: - Concerned officer will initially scrutinize the documents and details submitted with qualification adoption request in defined timeline. If required, will take clarifications from the adopter body otherwise forward the same for respective director's review and comments. Director and Executive member of NCVET will check the submitted details, add their feedback, and forward the same for NSQC review and meeting. Once NSQC will approve the request, system will check for undertaking submission and send request to developer body for their confirmation.

3. **NSQC review and meeting**: - NSQC members will review the forwarded qualification adoption request form share the feedback on the same. Initial scrutiny officer will schedule the NSQC meeting, take the meeting attendance, capturing the minutes of meeting and act on submitted request as per meeting status.

S. No.	Functional Requirement Description
1.	Qualification adoption menu should only be available to Awarding body or organizations to whom LOI has been issued by NCVET.
2.	System should have provision to create the qualification adoption request including qualification, purpose of adoption, incentivization details.
3.	System should filter the qualifications based on the recognized sector and territory of the Adopter body.
4.	Qualification selection dropdown list should have search option along with vertical scroll bar.
5.	Incentivization field should be disabled if adopter body chooses a qualification which is exempted from incentivization fees as per qualification adoption guidelines, incentivization amount should be filled with zero automatically.
6.	If adopter body is a skill university; system should verify that adopter body has already developed 10 NSQF aligned qualifications of level 4.5 and above. If adopter body has not developed requisite

S. No.	Functional Requirement Description
	number of qualifications the adoption should not be allowed for skill university.
7.	Qualification adoption request form should be in 2 tabs. First tab should contain the details of adoption and second tab should have payment gateway integration for processing fees.
8.	Qualification adoption request should not get submitted till the processing fees of NCVET gets paid.
9.	Qualification adoption processing changes should be configurable.
10.	System should have provision to store tab wise data. If user left from payment tab, first tab data should get stored in the database.
11.	Addition of up to 10% of the notional hours shall be allowed in the mandatory component of the qualification.
12.	System should have provision to allow overall 20% changes in the adopting qualification. Total change percentile can be decided manually by NCVET officials.
13.	System should have provision to show the tools and equipment details as per selected qualification
14.	System should have provision to upload the proof against tools and equipment requirements.
15.	System should have provision to show the trainer qualification requirement details as per selected qualification
16.	System should also have provision to submit the request for NOS adoption
17.	System should also have provision to submit the request for Micro-credentials (MC) adoption
18.	System should have provision to take the developer body approval in case of private MC adoption
19.	Currently, adoption process for NOS and MC is same as for qualification.
20.	All the details of qualification adoption form which would already be available in the system, should get auto populated.
21.	System should have provision to view the adoption request details by the NCVET scrutiny officer
22.	System should have provision to add the feedback of NCVET scrutiny officer in the adoption request
23.	System should have provision to send back the request to adopting body in case of any additional information/ document required.
24.	System should have provision to view the sent back request of qualification adoption along with NCVET scrutiny officer feedback/ comment to adopting body
25.	System should have provision to resubmit the request for qualification adoption
26.	System should have provision to forward the adoption request to concerned director by NCVET scrutiny officer
27.	System should have provision to view the adoption request details to the concerned director
28.	System should have provision to add the feedback of concerned director in the adoption request
29.	System should have provision to send back the request to adopting body in case of any additional information/ document required.
30.	System should have provision to view the sent back request of qualification adoption along with concerned director feedback/ comment to adopting body
31.	System should have provision to resubmit the request for qualification adoption
32.	System should have provision to forward the adoption request to Executive Member (EM) of NCVET by concerned director
33.	There will always a separate section for resubmitted details
34.	System should have provision to view the adoption request details by the EM
35.	System should have provision to add the feedback of EM in the adoption request
36.	System should have provision to schedule NSQC member's meeting
37.	Concerned officer should have provision to check the NSQC member list and provision to add/ remove new/ existing NSQC member and can also invite another member as guest, before

S. No.	Functional Requirement Description
	scheduling the NSQC member's meeting
38.	Concerned officer should have provision to add the NSQC member's comments/ feedback in the meeting details
39.	System should have provision to auto send the meeting link to all the NSQC member and guests with calendar invite for meeting reminder
40.	System should have provision for taking the attendance of scheduled NSQC member's meeting
41.	System should have provision for the submission of scheduled NSQC member's meeting MOM
42.	System should have provision to auto send the uploaded submitted MOM to all the NSQC member's and guest's registered Email
43.	Concerned officer should have provision to take an action on qualification adoption request as per NSQC meeting- Approve, Reject
44.	In case of adoption request rejection, only notification will be sent to adoption body and developer body
45.	In case of adoption request approval alone with notification, system will check the undertaking submission
46.	If anyone from the below list (undertaking submission) has not been provided by the adopting body during adoption request submission, then system will generate a request with notification to the adopting body for the submission of the same- • Who shall undertake ToT & ToA for the qualification with undertaking? • Who shall develop the Teaching /Learning Content development and made available to learners with understanding document? • Required tools and equipment proof submission.
47.	Once all the details get submitted by the adopting body (or already submitted at the time of adoption request), incentivization notification will be triggered to developer body.
48.	Developer body needs to respond positively for incentivization amount receiving (only if incentivization amount is greater than zero) along with all three request as mentioned above.
49.	If developer body will not be responded positively against any request, a notification should be sent to developer body, adopting body and NCVET with the response and request will be forwarded to adopting body for update.
50.	Once adopting body resend the request for confirmation this should again be visible to developer body for confirmation.
51.	If developer body responds positively against all request, then adoption rights should get assigned to adopting body.

11.5. Grievance redressal mechanism framework

Grievance redressal mechanism is a framework which offers a single platform to register the grievance against awarding body, training partners, assessment agency, NCVET and provide the redressal in a time bound manner.

Grievance redressal mechanism includes below major functionalities

1. **Registration of grievance and submission of grievance: -** Individual grievant needs to register them self in the system for the submission of grievance. Repeated users (who has already submitted the grievance earlier) should verify via OTP for grievance submission. Agencies (awarding body, assessment agency) will have grievance menu in their login at DEP platform.

2. **Existing grievance tracking and other actions: -** Existing grievant (individual) or agencies users who are not

logged in at DEP application, should verify them self via OTP generation for the existing grievance details. Grievant can resubmit the required details, submit the response on redressal, and appeal against the redressal within given timeline.

3. **Tracking of forwarded grievances: -** NCVET officials will have provision to track the grievances forwarded to the agencies for redressal. They can also send a manual reminder for the same if redressal will not be received in defined timeline.

4. **Redressal of grievance by NCVET: -** NCVET officials will have provision to check the grievance (raised against NCVET) and review the redressal provided by the agencies to prepare the final redressal for grievant. There are multiple users from NCVET along with GRC (from NCVET and agencies) who revied the redressal as per requirement.

5. **Chat/ voice bot: -** Grievant who are not able to submit the grievant through GRM, can submit the grievance through chat/ voice bot. The bot will be available at the home page of NCVET DEP platform and provide the options for grievance details. Grievant can type/ select their answers or submit the response through voice.

S.No.	Functional Requirement Description
1.	System should have grievance menu in awarding body and assessment agency login
2.	System should have grievance menu at the homepage of DEP application
3.	System should ask for grievant type- new user, existing user, registered agency
4.	**Case 1- New user** System should provision to submit the grievant details
5.	System should verify the mobile number via OTP to complete the grievant registration
6.	**Case 2- Existing user/ Registered Agency** System should ask for registered mobile number
7.	System should verify the generated OTP to verify the user
8.	System should ask for correct mobile number if entered mobile number will not be available in database
9.	System should ask for correct OTP if entered OTP will not match with generated OTP.
10.	System should not ask for OTP verification, and grievant type if user is already registered on DEP application
11.	System should ask for grievance type- new grievance, existing grievance
12.	System should not ask for grievance type if user selected the grievant type- New User
13.	**Case - New Grievance Submission** System should have provision to add the grievance details
14.	System should have provision to upload the required supporting document
15.	System should have provision to add the GRN number of previously submitted grievance for reference
16.	System should open the complete history of grievance on click of GRN number as per user identity
17.	**Case – Processing of grievance and redressal** System should analyze the submitted grievance and forward the same to concerned user
18.	System should have provision to track the grievance details for NCVET if grievance forwarded to registered agency
19.	System should have a provision to send the manual to registered agency by NCVET user.
20.	System should have provision to display the priority of grievance and remaining time for redressal submission as per grievance category and user identity

S.No.	Functional Requirement Description
21.	System should have provision to auto escalate the grievance as per defined SLA.
22.	System should have provision to view the submitted grievance details to registered agency user
23.	System should have provision for submission of draft redressal by agency user
24.	System should have provision to forward the submitted draft redressal to concerned NCVET user as per grievance category
25.	System should have provision to view the draft redressal to concerned NCVET user submitted by agency user
26.	System should provide provision to NCVET user for adding their comments on grievance for additional information
27.	System should provide provision to NCVET user for reversing the grievance to grievant for additional information
28.	System should provide provision to NCVET user for asking the additional information from other registered agencies as per requirement.
29.	System should have provision to view the additional information requirement to the registered agencies
30.	System should have provision to submit the required information by the registered agencies
31.	System should have provision to add the final redressal by concerned NCVET user
32.	System should have provision to submit the final redressal by NCVET user
33.	System should provide provision to NCVET user to forward the draft redressal for re-evaluation by higher officials of NCVET if required
34.	System should have provision to view the forwarded draft redressal by higher officials of NCVET
35.	System should provide provision to higher officials of NCVET for submission of final redressal
36.	System should provide provision to higher officials of NCVET to forward the draft redressal for review by GRC if required
37.	System should provide provision to GRC members to view the forwarded draft redressal and submit their comments for final redressal preparation.
38.	System should have provision to prepare the final redressal by higher officials of NCVET
39.	**Case – Resubmission of grievance by grievant** System should provide provision to grievant for viewing the sent back grievance by NCVET user
40.	System should have provision to resubmit the grievance by grievant
41.	**Case – Response submission on redressal** System should have provision to view the submitted redressal by grievant
42.	System should have provision to submit the response on redressal- Satisfied, Not-satisfied
43.	System should enable the 'appeal against redressal' button if user submitted the response- Not-satisfied
44.	System should have provision to auto disable the 'appeal against redressal' button as per defined timeline
45.	System should have provision to close the grievance if user submitted the response- Satisfied
46.	**Case – Appeal against redressal** System should provide provision to grievance to appeal against the submitted redressal if user submit the response on redressal- Not satisfied
47.	System should have provision to add the remarks on appeal request by grievant

S.No.	Functional Requirement Description
48.	System should have provision to upload the required document on appeal request by grievant
49.	Grievant should have provision to submit the appeal directly to the NCVET if redressal was neither against to NCVET nor reviewed by GRC
50.	**Case- Processing of appeal request and redressal** If redressal was against NCVET or reviewed by the GRC than this will be forwarded to Executive member (EM) of NCVET for redressal.
51.	System should have provision to view the submitted redressal and grievance details to EM
52.	System should have provision to provide the EM's feedback on redressal
53.	System should have provision to submit the final redressal by the EM
54.	If redressal was neither against NCVET nor reviewed by the GRC and grievant will not raised directly to NCVET, this will be forwarded to related agencies and process will be same as Case – Processing of grievance and redressal
55.	If appeal will be raised directly to the NCVET, it will be forwarded to higher officials of NCVET for further redressal as described above.

12. Appendix III: Integration requirements

Following is the list of indicative integration requirements. There may be changes based on NCVET requirements:

1. Recognised Agencies (AA/AB)
2. Skill Information Providers (SIP)
3. Income Tax/ NSDL
4. GSTIN
5. National Qualification Register
6. Aadhaar (UIDAI)
7. MCA 21
8. NIC SMS services
9. NIC e-mail services
10. Payment gateway
11. DSC and e-sign
12. Meri Pehchaan
13. NSDC (SIP, SID)
14. Bharat Maps
15. Digi-locker
16. Academic Bank of Credit (ABC)
17. e-Office

14. Appendix IV: Dashboard

Following is the list of indicative dashboard requirements. There may be changes based on NCVET requirements:

i. **Nominated Case Member (NCM) Dashboard –** Successful registration details, number of applications received (state wise, sector wise, qualification wise), number of SME, assessors, certified assessors and SME, pending action, no. of send back application to applicant, number of application forwarded to competent authorities, number of pending application review for EM, number of application for applicant presentation, number of applications for sub-committee, number of pending inspection list of applicant, number of application where LOI has been issued, number of recognized agencies, number of rejected application, number of feedbacks meeting requested applications.

ii. **Director Dashboard -** Successful Registration Details, Number of Applications received (state wise, sector wise, qualification wise), number of SME, assessors, certified assessors and SME, pending action at NCM end, no. of send back application to applicant, pending action at their end, number of pending inspection list of applicant, number of application forwarded for EM Review, number of application for applicant presentation, number of applications for subcommittee presentation, number of approved LOI, number of recognized agencies, grievance redressal, number of rejected application, number of feedbacks meeting requested by applicant.

Total number of continuous form of recognized agencies, total number of periodic form of recognized agencies, pending submission of continuous form/ periodic form of recognized agencies, number of high-risk/ medium risk/ low risk rating recognized agencies, number of pending inspection list of applicant and recognized agency. List of plan (quality improvement plan, preventive risk plan and improvement progress plan, risk mitigation and management plan) of recognized agencies.

iii. **Executive Member (EM) Dashboard** - Successful Registration Details, number of applications received (state wise, Sector wise, Qualification wise), number of SME, Assessors, certified Assessors and SME, pending action at NCM/Director end, pending action at their end, no. of send back application to Applicant, Number of pending Inspection list of Applicant, number of applications for Applicant presentation, Number of applications for subcommittee, number of approved LOI application, number of recognized agencies, number of rejected application, number of feedbacks meeting requested applications, Grievance Redressal.

Total number of continuous form of recognized agencies, total number of periodic form of recognized agencies, pending submission of continuous form/ periodic form of recognized agencies, number of high-risk/ medium risk/ low risk rating recognized agencies, number of pending inspection list of applicant and recognized agency. List of plan (quality improvement plan, preventive risk plan and improvement progress plan, risk mitigation and management plan) of recognized agencies.

iv. **Sub-committee Dashboard: -** Number of applications for applicant presentation**, Grievance Redressal,** number of recognized agencies, number of rejected application.

v. **Monitoring Team Dashboard:** - Total number of continuous form of recognized agencies, total number of Periodic form of recognized agencies, pending submission of continuous form/ Periodic form of recognized agencies, number of High-Risk/ Medium Risk/ Low Risk Rating recognized agencies, number of pending Inspection list of applicant and recognized agency. List of plan (quality improvement plan, preventive risk plan and improvement progress plan, risk mitigation and management plan) of recognized agencies.

vi. **Inspection Team Dashboard:** - Pending list for inspection of applicant/recognized agencies, successfully inspection list of applicant/recognized agencies

vii. **Applicant/Recognised agency Dashboard: -** Status of applied application, pending action list.

15. Appendix V: MIS Reporting

Following is the list of indicative MIS reporting requirements. There may be changes based on NCVET requirements:

1. Successful registration report (financial year, month, date, state wise, sector wise, qualification wise (including future skill, cross-sector skill etc.), category wise)
2. Received Application report (financial year, month, date, state wise, sector wise, qualification wise (including future skill, cross-sector skill etc.), category wise)
3. SME (All filled details)
4. Assessors (All filled details)
5. Number of trainees (sector wise, state wise, qualification wise (including future skill, cross-sector skill etc.), scheme wise, fee based)
6. Number of send back applications
7. Pending action at NCVET user wise (NCM, Director, EM, Subcommittee, Inspection Team, monitoring Team)
8. Inspection (List of applicant/recognized agency chosen for Inspection)
9. Inspection Team
10. Submitted periodic/continuous forms
11. Pending submission periodic/continuous forms by recognized
12. Risk Rating wise (High/Medium/Low)
13. Feedback meeting requested by Applicant/Recognized agency
14. Action delay (Applicants, recognized agencies NCM, Director, EM, Subcommittee, Inspection Team, Monitoring Team)
15. Grievance Redressal
16. Trail log NCVET user wise
17. Feedback and survey
18. NCVET User wise action list (NCM users, Monitoring team user list, Director List, EM, Subcommittee, Council List)
19. Ageing analysis as required

Part – B:

Commercial Bid

(To be uploaded, in BoQ format)

1. Form 1: Commercial Bid Covering Letter

(To be provided on the Bidder's Letterhead)

To

The Secretary to the Council cum Director
National Council for Vocational Education and Training (NCVET)
Kaushal Bhawan
B-2, Pusa Road
Metro Pillar No. 95
Near Karol Bagh Metro Station
New Delhi-110005
Tel. No. 011-25788001-11
E-mail: directorpolicy.ncvet@gmail.com

Subject: Submission of the commercial bid for implementation of DEP

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation of DEP in accordance with your Request for Proposal dated …………………………. and our Bid (Technical and Commercial Bids).

Our attached Commercial Bid is the final quote for evaluation. This amount is inclusive of all taxes, duties, fees, levies, etc. except GST.

1. PRICE AND VALIDITY

a) All the prices mentioned in our bid are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this bid are valid for a period of 90 calendar days from the date of opening of the bid and can be further extended to a period of 30 days, if required by NCVET. Further extension of validity shall be based on mutual consent of all parties concerned.

b) We hereby confirm that our prices include all taxes, duties, fees, levies, etc., except GST.

c) The quoted price shall remain firm through the period of the contract.

d) We understand that the actual payment would be made as per the applicable GST rates.

2. UNIT RATES

We declare that the unit rates given in the relevant forms enclosed are indicative. However, the entire scope of work shall be carried out by us as at the total quoted value given under Form 2 of Commercial Bid Forms.

3. UNCONDITIONAL ACCEPTANCE
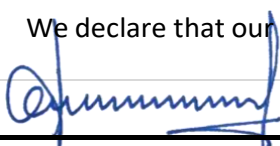
We declare that all the services shall be performed strictly in accordance with the RFP documents and its subsequent corrigenda and agree for unconditional acceptance of all contents of the RFP document and its subsequent corrigenda, irrespective of whatever has been stated to the contrary anywhere else in our bid.

4. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in RFP documents and its subsequent corrigenda.

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the Part-I of this RFP and any

subsequent corrigenda. These prices are indicated in the Commercial Bid attached with our Bid as part of the Bid.

6. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee for 10% of the quoted value.

Our Commercial Bid shall be binding upon us, up to expiration of the validity period of the Bid, i.e., [*Date*].

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept any bid you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

2. Commercial Bid Template

2.1. Instruction

	Instructions
1.	Bidder must provide all prices as per the prescribed format. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (Zero) in all such fields.
2.	Bidder must refer to the RFP for details on the requirements for each cost component and ensure that quoted price is all-inclusive. NCVET shall not pay any additional amount for any missing item(s) that is deemed necessary for the successful roll out of the project.
3.	Prices must be entered in Indian Rupees ONLY.
4.	All costs should be inclusive of all applicable taxes and levies except GST.
5.	Price bid evaluation shall be done on the 'Total Amount' given in Form 2, under section 2.2 of Part-B.
6.	NCVET reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
7.	Bidders are required to provide per unit rate wherever applicable as per the commercial bid template; per unit rate should not exceed the rate used for calculating the total cost.
8.	The bidder shall take note that the quoted prices for all proposed components and services shall be valid for the entire period of the contract and without any additional operational and maintenance charges for the same.
9.	No Alternate Bid: The bidder shall mention only one quantity, UOM and unit price for each line item, only from single OEM/ Type for all components, to reach at consolidated cost as part of Commercial Bid. Any bids, which propose multiple options in terms of quantity, UOM, OEM/ Type and unit price for each line item shall be summarily rejected.
10.	Capital expenditure quoted should not exceed 40% of the total quoted value of the bid. Under any circumstances if the capital expenditure exceeds 40% of the total quoted value, the bid shall not be considered for commercial evaluation.
	THE UNIT RATES PRESCRIBED FOR ANY OF THE ITEMS MENTIONED SHALL BE VALID FOR ADDITIONAL PROCUREMENT OF THOSE ITEMS DURING THE CONTRACT PERIOD, IF NCVET FEELS THE NEED FOR ADDITIONAL ITEMS TO BE PROCURED.

2.2.   Form 2: Commercial Bid Form

Name of the Bidder/ Bidding Firm / Company :	

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

1. The Bidder shall quote Consolidated Fee (inclusive statutory taxes) GST extra as applicable.

2. Rates quoted in any other manner than the above will be summarily rejected. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

3. In case of any discrepancy/difference in the amounts indicated in figures and words, the lesser quoted amount will prevail and will be considered.

4. The Fee shall be quoted in Indian Rupee only.

Note:

1. The below quoted total rate comprises the cost for entire scope of work as mentioned in RFP and shall be considered as final for the purpose of Bid evaluation

2. The bifurcation of capital expenditure and operating expenditure given under 'Capital Expenditure' and 'Operating Expenditure' sheets shall form indicative rates and used for future references.

Instructions:

1. Bidder has to include cost for training materials and other logistics, etc. as required.

NUMBER #	TEXT #	NUMBER #	TEXT #
Sl. No.	Item Description	TOTAL AMOUNT Without GST in Rs. P	TOTAL AMOUNT In Words
1	2	3	4
1	Grand Summary		
1.01	Capital Expenditure	0.00	INR Zero Only
1.02	Operating Expenditure	0.00	INR Zero Only
1.03	Change Management Cost*	0.00	INR Zero Only
Total in Figures		0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only	

*This cost is notional only. Actual payment would be made based on approved man-months for any change request.

2.2.1. Capital Expenditure

Name of the Bidder/ Bidding Firm / Company :	

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

1. The Bidder shall quote Consolidated Fee (inclusive statutory taxes) GST extra as applicable.

2. Rates quoted in any other manner than the above will be summarily rejected. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

3. In case of any discrepancy/difference in the amounts indicated in figures and words, the lesser quoted amount will prevail and will be considered.

4. The Fee shall be quoted in Indian Rupee only.

Instructions: Bidder has to include cost for training materials and other logistics, etc. as required.

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Total Cost (INR) (inclusive of all taxes and levies, except GST) Rs. P	TOTAL AMOUNT Without GST in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	8
1	Capital Expenditure					
2	Software Development, Customization and Implementation Costs					
2.01	Software Development Costs	1	lumpsum		0.00	INR Zero Only
2.02	Software License Cost (if any)	1	lumpsum		0.00	INR Zero Only
2.03	Any other costs related to software development	1	lumpsum		0.00	INR Zero Only
3	Cloud Infrastructure Implementation Cost					
3.01	Any cost related to cloud management	1	lumpsum		0.00	INR Zero Only
4	Training and Capacity-Building Cost					
4.01	Training (300 Trainees approx.)	1	lumpsum		0.00	INR Zero Only
4.02	Change Management Workshops 50 participants approx.)	1	lumpsum		0.00	INR Zero Only
4.03	Any other costs related to training and change management	1	lumpsum		0.00	INR Zero Only

Total in figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				

2.2.2. Operating Expenditure

Name of the Bidder/ Bidding Firm / Company:	

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values
only)
1. The Bidder shall quote Consolidated Fee (inclusive statutory taxes) GST extra as applicable.
2. Rates quoted in any other manner than the above will be summarily rejected. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.
3. In case of any discrepancy/difference in the amounts indicated in figures and words, the lesser quoted amount will prevail and will be considered.
4. The Fee shall be quoted in Indian Rupee only.
Instructions: Bidder has to include cost for training materials and other logistics, etc. as required.

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Year 1 - Unit Cost	Year 2- Unit Cost (in INR)	Year 3- Unit Cost (in INR)	Year 4- Unit Cost (in INR)	Year 5- Unit Cost (in INR)	Total Cost (INR) (inclusive of all taxes and levies, except GST) Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9	10	11
1	Operating Expenditure									
2	Software Warranty, Support and Maintenance Cost									
2.01	Software Warranty, Support and Maintenance Costs	1	lumpsum						0.00	INR Zero Only
2.02	Refresher Training Costs	1	lumpsum						0.00	INR Zero Only
2.03	Any other cost related to software warranty, support & maintenance	1	lumpsum						0.00	INR Zero Only
3	Cloud Management Cost									
3.01	Costs related to cloud management	1	lumpsum						0.00	INR Zero Only
4	Manpower Support Cost									

4.01	Manpower Support Costs – PMU (for complete period of project)		Man-month							**0.00**	INR Zero Only
4.02	Helpdesk Staff		Man-month							**0.00**	INR Zero Only
4.03	Any other Costs related to Manpower Support	1	lumpsum							**0.00**	INR Zero Only
5	**Helpdesk Cost**										
5.01	Helpdesk Costs (Setup, Recurring Costs)	1	lumpsum							**0.00**	INR Zero Only
5.02	Any other Costs related to Helpdesk	1	lumpsum							**0.00**	INR Zero Only
6	**Change Management Cost**	22								**0.00**	INR Zero Only
Total in Figures										**0.00**	Zero Only
Quoted Rate in Words		**INR Zero Only**									
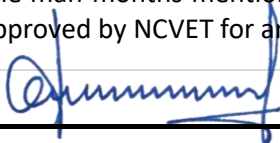
2.2.3. *Change Management Cost*

Name of the Bidder/ Bidding Firm / Company:						

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

1. The Bidder shall quote Consolidated Fee (inclusive statutory taxes) GST extra as applicable.

2. Rates quoted in any other manner than the above will be summarily rejected. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

3. In case of any discrepancy/difference in the amounts indicated in figures and words, the lesser quoted amount will prevail and will be considered.

4. The Fee shall be quoted in Indian Rupee only.

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Unit Cost (INR) (inclusive of all taxes and levies, except GST) Rs. P	TOTAL AMOUNT Without GST in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	8
1	Change Management Cost					
1.01	Project Manager	2	Man-month		0.00	INR Zero Only
1.02	Solution Architect/ Tech Lead	2	Man-month		0.00	INR Zero Only
1.03	UI/UX Designer	2	Man-month		0.00	INR Zero Only
1.04	Business Analyst	2	Man-month		0.00	INR Zero Only
1.05	Senior Software Developer	2	Man-month		0.00	INR Zero Only
1.06	Software Developers	2	Man-month		0.00	INR Zero Only
1.07	Database Administrator	2	Man-month		0.00	INR Zero Only
1.08	Test Lead	2	Man-month		0.00	INR Zero Only
1.09	Test Engineers	2	Man-month		0.00	INR Zero Only
1.10	Cloud Expert	2	Man-month		0.00	INR Zero Only
Total in figures					**0.00**	INR Zero Only
Quoted Rate in Words		**INR Zero Only**				

The above man-month rates should be reasonable and in-line with Government empanelment (like NICSI for example) for software development.

The man-months mentioned above are indicative only. Payment would be made based on man-months agreed and approved by NCVET for any change request. Above rates would be used in calculating cost for any change request.

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