

## **Request for Proposal (RFP)**

### Selection of Implementing Agency for Design, Development and Support of an IT portal and MIS for Assam Skill Development Mission

RFP NO ASDM-51/2017/359 dated 12/02/2018



Assam Skill Development Mission  
Nayantara Building 5<sup>th</sup> Floor, Six Mile, Guwahati – 781022  
Email: [missiondirector.asdm@gmail.com](mailto:missiondirector.asdm@gmail.com)  
Contact: 0361-2339745

### **DISCLAIMER**

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by the Assam Skill Development Mission hereinafter referred to as ASDM, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the ASDM, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

ASDM, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

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

**Court Fee Stamp**

Affix Court fee stamp of Rs. 8.25/-



**SCHEDULE FOR INVITATION OF RFP**

1.	e-Tender No.	
2.	Name of the Work	Selection of Implementing Agency for Design, Development and Support of an IT portal and MIS for Assam Skill Development Mission
3.	Name of the issuer of this tender	<b>Mission Director</b> Assam Skill Development Mission Nayantara Building 5 <sup>th</sup> Floor, Six Mile Guwahati – 781022 Email: <a href="mailto:missiondirector.asdm@gmail.com">missiondirector.asdm@gmail.com</a> Contact : 0361-2339745
4.	Date of issue of tender document	13 <sup>th</sup> Feb, 2018
5.	Date for sending Pre Bid Queries by email	18 <sup>th</sup> Feb, 2018 Email ID – <a href="mailto:tender.asdm@gmail.com">tender.asdm@gmail.com</a>
6.	Pre Bid Meeting	20 <sup>th</sup> Feb at 12:00 noon at ASDM office Guwahati (Pls. refer the instructions for attending pre- bid meeting)
7.	Last Date for Submission of Bids	6 <sup>th</sup> Mar, 2018 up to 03:00 P.M, on <a href="http://www.assamtenders.gov.in">www.assamtenders.gov.in</a> , for both online submission and offline document submission
8.	Date of Opening of Technical Bids	7 <sup>th</sup> Mar, 2018 at 1:00 P.M.
9.	Date of Technical Presentation	Will inform later.
10.	Date of Financial Bid opening	Will inform later.
11.	Place of Submission of EMD, Tender Fees & Opening of Bids	Mission Director, Assam Skill Development Mission Nayantara Building 5 <sup>th</sup> Floor, Six Mile, Guwahati – 781022
12.	Address of Communication	Mission Director, Assam Skill Development Mission Nayantara Building 5 <sup>th</sup> Floor, Six Mile Guwahati – 781022
13.	Cost of Tender Document	<b>Rs. 25,000/- (Rupees Twenty Five thousand only)</b> (non-refundable) through Demand draft from any Scheduled / Nationalized Bank in favour of “Assam Skill Development Mission” payable at Guwahati
14.	Earnest Money Deposit (EMD)	<b>Rs. 10,00,000/- (Rupees Ten Lakhs only)</b> either in form of Demand Draft or Bank Guarantee from any Scheduled / Nationalized Bank in favour of “Assam Skill Development Mission” payable at Guwahati.
15.	Purchase of Tender Document	Tender Document can be downloaded from <a href="http://www.assamtenders.gov.in">www.assamtenders.gov.in</a> and <a href="http://www.asdm.assam.gov.in">www.asdm.assam.gov.in</a> The bidders are required to submit the tender cost in the form of a demand draft (details mentioned in above para) along

		with the Proposal. Scan copy of the same must be uploaded with the online proposal
16.	Validity of Proposal	120 days from the date of opening of Tender

**Important Notes:**

1. The RFP is to be submitted within the stipulated time on the date specified above.
2. Conditional RFPs shall be summarily rejected.
3. ASDM reserves the right to amend any or all conditions of this RFP Document before the last date of submission of RFPs, or to change the above schedule at any time, without assigning any reasons.
4. Contact person for communication: - Mission Director, Assam Skill Development Mission at Phone No:0361-2339745
5. In case any bidder fails to submit the original Demand Draft/ Bank Guarantee of tender cost and Earnest Money along with the bid, the Technical Bid of the bidder shall not be opened. The Demand Draft or Bank Guarantee should be of Nationalized Bank drawn in favour of “Assam Skill Development Mission” payable at Guwahati.
6. If dates mentioned above coincide with Govt. holidays, the next working day will be considered as schedule date.

Sd/-  
Mission Director  
Assam Skill Development Mission

## **Section 1: Overview of the project**

### **1. Assam State Overview**

The State of Assam, popularly known as the land of the red river and blue hills is the gateway to the North East India. It covers an area of about 78,348 sq. km. which is 2.4% of the country's total area, Assam sustain 2.58% of country's population. State population stands at 3.39 crore in 2016 with population density 497 per sq. km. Urban population is 14.1% whereas rural population is 85.9%. Working age population (15-59 years) is 60.6%. Per capita income (2014-15) is INR 60,621. In 2011, the literacy rate of Assam was estimated to be 73.18% (78.81% male and 67.27% female). The literacy rate of Assam is slightly below the national average of 74.04%. The urban literacy is 88.5% and rural literacy is 69.3% as in 2011. Assam has a total of 28 Govt. ITI's, 69 private ITI's affiliated under SCVT/NCVT and 10 polytechnics. As on June 2014 the state has total 191 VTPs (Govt. VTPs-35, Private VTPs-156). The annual enrolment capacity in 18 sectors is 14,352. Assam state had the presence of 21 NSDC training partner operating 246 training centre in the state.

Assam has total 12 universities of which 2 are Central university, 7 are State level university (4-Public and 3-Private) 2 institute of national importance and 1 is state open university. As on 201112 state has 347 higher education institutes with average enrolment 723 per institute.

The economy of Assam continues to be predominantly agrarian. The sector wise share of Agriculture sector (2013-14) are Agriculture (84%) Forestry & logging (10%) and fishing 6%.

The Industrial scenario of the State is mainly confined within the growth of employment oriented Small Scale Sector, which comprises of manufacturing and processing industries. The contribution of manufacturing sector to Gross State Domestic Product is estimated at around 8% during 2010-11.

The Tea Industry of Assam, which is about 170 years old, playing a vital role in the State as well as in the national economy. The Assam's Tea industry also possesses a significant reputation in the global economy. The total area under tea cultivation is accounting for more than half of the country's total area under tea. And the Tea Industry of Assam provides average daily employment to more than six lakh persons in the State which is around 50 percent of the total average daily number of labour employed in the country.

Among the Plantation crops, Rubber cultivation is also gaining its popularity in the State due to congenial agro climate as well as its eco-friendly activity.

Assam has ample scope for Bamboo based industry like Paper manufacturing industry, since this region has highest concentration of bamboo i.e., around 60% of the total Bamboo of the country.

Sericulture, a major cottage industry of the State, is practiced in more than 10,500 villages and provided employment to 2.6 lakh of family. Assam has the monopoly in production of Muga, the Golden Silk in the world and 99% of Muga-Silk produced in Assam. Assam has also achieved the right of "Geographical Indication" in Muga-Silk.

**Industrial profile:** The presence of the vast natural and human resource base in the state has contributed to the development of its industrial sector. The prominent industries that find a place in the industrial profile of the state are:

**Tea Industry:**

Presently, the number of tea gardens in Assam stood at 65422 with a workforce of about 6 lakhs.

**Oil and Petroleum Industry:**

The Oil India Limited and the Oil and Natural Gas Commission have been associated with the exploration of crude oil and natural gas in Assam. The establishment of refineries in Noonmati, Digboi, Bongaigaon and Numaligarh, have facilitated the processing of crude oil in the state. In 2011-2012, the production of crude oil in the state stood at 5023 thousand metric tonnes and that of natural gas (utilized) stood at 2726 million cubic metres (Directorate of Economics and Statistics, 2013)

**Coal Industry:**

The presence of coalfields in many places of Upper Assam like Makum, Margherita, Ledo, Jhanji, Nazira and Koilajan and Silbheta in Karbi Anglong had led to the emergence of the coal Industry in Assam.

**Fertilizer Industry:**

Fertilizer is the key input for agriculture production that based on natural gas as a raw material. Assam's oil fields in Naharkatiya and Moran has a large proportion of gas reserve. The fertilizer factory at Namrup installed by the Fertilizer Corporation of India was a big boost to Assam's economy in terms of its use of the natural gas present in the state and in terms of its contribution to both the agricultural and industrial sectors in the state.

**Cement Industry:**

The presence of limestone in Assam has been a facilitator in the establishment of cement industry in Assam. Limestone is an important raw material for the cement industry.

**Paper Industry:**

This is an important agro-based industry of Assam, which draws upon the vast bamboo resources present in the state.

**Employment profile:**

Agriculture is the highest employer in Assam with about 54.3% of the total work force with 22% contribution to GSDP of the state in 2012. Industry sector employs 13.5% of total workforce. Service sector had a share of about 56% in the state economy activities employing 32.3% of the total workforce in Assam in 2012. Likewise trade, hotel and restaurant sector (15.6%), Construction (6.7%), manufacturing sector (6%) and other service activities (5.3%) in 2012. Around 8 lakhs youth from the state are working in different parts of the country primarily in Industry & Construction (43%) and as private security guard (29%).



### **About ASDM**

Assam Skill Development Mission (ASDM) has come into existence with the cabinet memorandum and has been registered on 3<sup>rd</sup> December, 2015 under Society Registration Act, 1860.

### **Mission:**

1. To integrate efforts of various departments of the State engaged in skill development training and enhancing global competitiveness through a quality and productive workforce by developing demand driven, standardized, dynamic and integrated technical & vocational training service.
2. To create an overarching integrated framework for action for skill development and to act as apex body for monitoring, coordination, convergence and providing overall policy direction for skill development activities both in the public and private sector in the State.
3. To systematize the skill development efforts in the state and create an environment for linkage with employment.

### **Strategy of the Mission:**

To ensure tight linkage of skill development with local industry needs and State, National & International priorities.

### **Structure of the Mission:**

1. Governing Council, ASDM, headed by the Hon'ble Chief Minister, Assam.
  - To review the activities and programmes undertaken by the Mission and to give overall policy guidance and direction for its efficient functioning.
2. Executive Committee, ASDM headed by the Chief Secretary Govt. of Assam
  - To allocate the activities as per strategy of implementation among various Departments as per direction of the Governing Council.
3. State Project Management Unit headed by the Mission Director, ASDM.
  - The Mission Director shall be the Chief Executive Officer of the Mission and shall be responsible for proper administration of the affairs and funds of the Mission, and implementation of its various activities and programs in a Mission Mode under the guidance of the Chairperson of Governing Council. Further, Mission Directorate will work under general control and supervision of the Chairperson of the Executive Committee.
  - Implementing Authority: District Project Management Unit headed by the Deputy Commissioner of the District.
  - To prepare District action plan for skill development and initiate action there on under supervision of State Project Management Unit.

### **2. Definitions:**

- 2.1 “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Implementing Agency.
- 2.2 “Client” means the Assam Skill Development Mission under Department of Skill, Employment and Entrepreneurship, Government of Assam. that signs the Contract for the Services with the selected Implementing Agency.
- 2.3 Bidder means an agency which has experience of designing, development, operation and maintenance of IT Portal and MIS with respect to Skill Development sector and participates in the Tender.
- 2.4 Implementing Agency also referred to as the IA is the bidder which has been selected as the most responsive bidder and has been allotted the project.

- 2.5 “TP” will be a Training Partner who will be eventually selected by ASDM for providing skill trainings across the state of Assam.
- 2.6 “Contract” means a legally binding written agreement signed between the Client and the Implementing Agency and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC)
- 2.7 “Data Sheet” means an integral part of the Instructions to Bidders (ITB), Section 2 that is used to reflect specific country and assignment conditions to supplement (but do not overwrite the conditions in ITC)
- 2.8 “Online” means uploading the Pre-Qualification, Technical, Financial proposals, scan copy of Tender Fees and EMD and all other documents as mentioned in Instructions to Bidder on [www.assamtenders.gov.in](http://www.assamtenders.gov.in) with a valid Digital Signature of any Authorized Signatory of the Firm
- 2.9 “Key Expert(s)” means an individual professional whose skills, sector experience, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Implementing agency’s proposal.
- 2.10 “ITB” (Section 2 of the RFP) mean the Instructions to bidders that provides bidders with all information needed to prepare their Proposals.
- 2.11 “LOI” means the Letter of Invitation.
- 2.12 “Proposal/Bid” means the Prequalification Proposal, Technical Proposal and the Financial Proposal of the Implementing Agency in response to the RFP.
- 2.13 “Proposal due date” means the date of opening of the Technical bid.
- 2.14 “RFP” means the Request for Proposals prepared by the Client
- 2.15 “Services” means the work to be performed by the Firm pursuant to the Contract.
- 2.16 “TOR” (Section 6 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Implementing Agency, and expected results and deliverables of the assignment.
- 2.17 “ASDM” means Assam Skill Development Mission under Department of Skill, Employment and Entrepreneurship Development, Government of Assam.
- 2.18 “Biometric Attendance” means online attendance monitoring system based on Aadhaar/  
Other related document
- 2.19 “Other Personnel” means the resources other than the Key Experts

### **3. Introduction**

- 3.1. ASDM intends to select an Implementation Agency in accordance with the method of selection specified in the Data Sheet.
- 3.2. The Bidders are invited to submit a Prequalification Proposal, Technical Proposal and a Financial Proposal as specified in the Data Sheet, for services required for the assignment named in the Data Sheet.
- 3.3. The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-bid meet as specified in the Data Sheet. Attending any such pre-bid meet is optional and is at the Bidders’s expense.
- 3.4. ASDM will timely provide, at no cost to the bidder, the inputs, relevant project data, and reports required for the preparation of the bid Proposal as specified in the Data Sheet.

### **4 Corrupt and Fraudulent Practices**

- 4.1 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”, ASDM shall reject a Proposal 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 ASDM shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Proposal Security or Performance Guarantee as damages payable to the ASDM for, inter alia, time, cost and effort of the ASDM, in regard to the “RFP”, including consideration and evaluation of such Bidder’s Proposal.

4.2 Without prejudice to the rights of the ASDM under Clause 4.1 hereinabove, and the rights and remedies which the ASDM may have under the Agreement, if a Bidder/ Implementing Agency, is found by the ASDM 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 or Implementing Agency shall not be eligible to participate in any tender or “RFP” issued by the during assignment period from the date such Bidder or Implementing Agency, as the case may be, is found by the ASDM 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 maybe.

4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “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 ASDM who is or has been associated in any manner, directly or indirectly with the Selection Process or the terms of 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 ASDM, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOI 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 LOI or the Agreement, who at any time has been or is a legal, financial or technical/ adviser of the in relation to any matter concerning the Project;
- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “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;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the ASDM 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
- (e) “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.

**5 Conflict of interest:**

- i. M/s EY LLP and any entity affiliated with them who were associated with the preparation of this Tender Document shall not participate in any manner in the bid.
- ii. The Bidder must submit a certificate of no conflict through authorized signatory confirming that there would be no conflict of interest with Assam Skill Development Mission (ASDM). Bids of any Bidder may be rejected if a conflict of interest between the Bidder and ASDM is detected at any stage.

**6 Eligibility**

It will be the Implementing Agency's responsibility to ensure that it meets the eligibility requirements as established in the Data Sheet

**7 Qualification to the bid**

The bids may be submitted as per the pre-qualification criterion indicated in Data Sheet

**8 General Considerations**

In preparing the Proposal, the Implementing Agency is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal

## **A. Preparation of Proposal**

### **9 Cost of Preparation of Proposal**

The bidder shall bear all costs associated with the preparation and submission of its Proposal, and ASDM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. ASDM is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the bidder.

### **10 Language**

The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the bidder and ASDM shall be written in English Language

### **11 Documents comprising the proposal**

The Proposal shall comprise the documents and forms listed in the Data Sheet.

### **12 Only one proposal**

The bidder shall submit only one Proposal.

### **13 Proposal Validity**

- 13.1 The bidder Proposal must remain valid for at least 120 days after the proposal submission deadline. A bid valid for a shorter period shall be rejected by the tendering ASDM as non-responsive bid.
- 13.2 In exceptional circumstances, prior to the expiration of the bid validity period, the tendering ASDM may request bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security i.e. EMD. A bidder granting the request shall not be required or permitted to modify its bid. The request and the responses shall be made in writing.
- 13.3 If it is established that any Key Expert nominated in the bidder Proposal was not available at the time of Proposal submission or was included in the Proposal without his / her confirmation; such Proposal shall be disqualified and rejected for further evaluation.
- 13.4 The selected Implementing Agency cannot change the Key Experts as submitted in response to the bid, except in case of resignation, medical incapacity or death, for the period of 1 year from the project start date unless there is written approval of the MISSION DIRECTOR of ASDM.
- 13.5 The manpower to be engaged on this project have to be engaged as per the requirement of Section 2: Data Sheet & Instruction to Bidders. The resources which are proposed to be engaged in the project as per Tech 5 cannot be replaced. In case of replacement, penalties will be applicable as per Appendix III: Service Level Metrics.
- 13.6 If the client finds that any of the personnel have 1) committed serious misconduct, or have been charged with having committed a criminal action, or 2) have reasonably caused to be dissatisfied with the performance of any of the personnel, then the Implementing Agency shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the client.

### **14 Extension of Validity Period**

- 14.1 ASDM will make its best effort to complete the processing within the proposal's validity period. However, should the need arise, ASDM may request, in writing, all bidders who submitted Proposals prior to the submission deadline to extend the Proposal's validity.

- 14.2 If the bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
- 14.3 The bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

## **15 Substitution of Key Experts at Validity Extension**

- 15.1 If any of the Key Experts become unavailable for the extended validity period, the Implementing Agency shall provide a written adequate justification and evidence satisfactory to ASDM together with the substitution request. In such case, a replaced Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert.
- 15.2 If the Implementing Agency fails to provide a replacement of any Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to ASDM, such proposal will be rejected.
- 15.3 ASDM reserves the right to seek for replacement of resources against any of the positions mentioned in the RFP if at any point they are found not suitable for the work allocated to them in the project. The Implementing Agency should provide a replacement within 30 days of such written request placed by ASDM otherwise penalty will be leviable as per Service level metrics. In such an eventuality where replacement is sought by ASDM, at-least a 30 day notice will be given to Implementing Agency to advise the concerned Implementing Agency to improve upon his / her performance failing which the replacement clause will be started.

## **16 Sub-Contracting**

- 16.1 Sub-Contracting of Key Experts is not allowed and all the resources should be on the payroll of the Implementing Firm / Agency
- 16.2 Implementing Agency to provide a Self-Certificate from its Head – HR or Authorized Signatory that the resources deployed on the Project is on the Payroll of the Implementing Agency, at the start of the project. This Certificate needs to be provided annually.

## **17 Earnest Money Deposit**

- 17.1 Every bidder participating in the bidding process must furnish the required earnest money deposit as specified in the Notice Inviting Bid (NIB).
- 17.2 EMD of a bidder lying with Assam Skill Development Mission in respect of other bids awaiting decision will not be adjusted towards EMD for the fresh bids. The EMD originally deposited may, however, be taken into consideration in case bids are re-invited.
- 17.3 Form of EMD: The EMD may be deposited in the form of a demand draft or bank guarantee in favour of “Assam Skill Development Mission” payable at Guwahati.
- 17.4 The EMD shall be valid for the period of Bid Validity as mentioned in the Data Sheet. The same shall be payable at par at “Guwahati”.
- 17.5 Refund of EMD: The EMD of unsuccessful bidders shall be refunded soon after final acceptance of bid and award of contract.
- 17.6 EMD of Successful Bidder: EMD of the successful bidder will be returned on submission of the PBG as mentioned in the RFP
- 17.7 Forfeiture of EMD: The EMD taken from the bidder shall be forfeited in the following cases:-
  - When the bidder withdraws or modifies his bid proposal after opening of bids.

- When the bidder does not execute the agreement after placement of order within the specified time.
- When the bidder does not deposit the Performance Guarantee in the form of Bank Guarantee after the work order is placed.

## **18 Clarifications and Amendment of RFP**

- 18.1 The Bidders may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to ASDM address indicated in the Data Sheet. ASDM will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying its source) to the bidder. Should ASDM deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- At any time before the proposal submission deadline, ASDM may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be binding on the bidder. The bidder shall acknowledge receipt of all amendments in writing.
  - If the amendment is substantial, ASDM may extend the proposal submission deadline to give the bidder reasonable time to take an amendment into account in their Proposals.
  - The bidder may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Prequalification or Technical or Financial Proposal shall be accepted after the deadline.

## **19 Preparation of Proposals–Specific Considerations**

- 19.1 The bidder shall prepare its proposal as per the provisions of RFP.

## **20 Pre-qualification Proposal Format and Content**

- 20.1 It is must to meet all the pre-qualification criteria mentioned in data sheet. The Technical Proposal will be opened for bidder who meets each and every pre-qualification criterion.
- 20.2 The technical and financial proposal of bidder disqualified at prequalification stage will be returned to the respective bidder's unopened.

## **21 Technical Proposal Format and Content**

- 21.1 The Prequalification or Technical Proposal shall not include any financial information. A Prequalification or Technical Proposal containing material financial information shall be declared non-responsive.
- 21.2 Bidder shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.
- 21.3 Bidder cannot change the Key Experts as submitted in response to the bid, except in case of resignation, medical incapacity or death, unless there is written approval of the MISSION DIRECTOR of ASDM, approval of which may be provided in very rare situation. For any change request of Key Expert, the substitute has to be an individual with similar / better experience & qualifications and accepted in writing by MISSION DIRECTOR of ASDM.
- 21.4 The bidder is required to submit a Technical Proposal, as indicated in the Data Sheet and using the Standard Forms provided in Section 4 of the RFP.

## **22 Financial Proposal**

- 22.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 5 of the RFP. It shall include all costs associated with the assignment including all travel, lodging, boarding, communication (mobile and landline), IT infrastructure and consumables as required for the project, rentals etc. **State will not bear any cost other than the fee mentioned in the financial proposal.**

## **23 Price Adjustment**

- 23.1 The Implementing Agency shall agree to carry out any additional assignment during the assignment period as per instruction of the ASDM, the remuneration of the change request will be arrived upon by mutual discussion of the scope of work and the Rates provided by the bidder as FIN-2, wherever feasible, will be used for the same.
- 23.2 This Rates of Fin-2 will be valid for full period of the contract (36 months)

## **24 Taxes**

- 24.1 The prices quoted by Bidder will be exclusive of taxes & duties and shall be paid by ASDM at the prevailing rates along with quoted fee.
- 24.2 The income tax etc., if applicable, shall be deducted at source from the payment to the Selected Bidder as per the law in force at the time of execution of contract.
- 24.3 If there would be any increase/decrease in the taxes (direct/indirect/local), levies, duties, and fee etc. whatsoever, and other charges during tenure of contract, the financial burden of the same shall be borne by ASDM.

## **B. Submission, Opening and Evaluation**

### **25 Submission, Sealing and Marking of Proposals**

- 25.1 The Bidder shall submit bids through Online mode as mentioned in Instructions to bidders
- 25.2 Offline submission shall only be required for the documents indicated in the Instructions to Bidder
- 25.3 An authorized representative of the Bidder shall sign the original submission letters in the required format for the Prequalification Proposal, Technical Proposal and Financial Proposals.
- 25.4 The authorization shall be in the form of a written power of attorney attached to the Prequalification Proposal alongwith the Board Resolution authorising the same..
- 25.5 All pages of the bid and where corrections or amendments have been made shall be signed by the authorized signatory except where the attestation by other official or external experts is required. In case of detection of any forgery, the bid shall summarily be rejected, EMD shall be forfeited and ASDM may also resort to legal action against the Bidder.
- 25.6 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.
- 25.7 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by ASDM no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by ASDM after the deadline shall be declared late and rejected.

### **26 Confidentiality**

- 26.1 From the time the Proposals are opened to the time the Contract is awarded, the bidder should not contact ASDM on any matter related to its Prequalification, Technical and/or



Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the bidder who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

- 26.2 Any attempt by shortlisted bidder or anyone on behalf of the bidder to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal
- 26.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a bidder wishes to contact ASDM on any matter related to the selection process, it should do so only in writing.

## **27 Amendment to "RFP"**

- 27.1 At any time prior to the deadline for submission of Proposal, subsequent to the pre offer meet, the ASDM may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify the "RFP" document by the issuance of Addendum/ Amendment and posting it on the Official Website. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the ASDM may, in its sole discretion, extend the Proposal Due Date.

## **28 Bid Preparation**

- 28.1 The Bidder shall be responsible for all cost associated with the preparation of its Bid and its participation in the selection process. ASDM shall not be responsible nor in any way liable for such cost, regardless of the conduct or outcome of the selection process. Please note that the ASDM reserves the right to reject all or any of the offers without assigning any reason whatsoever.

## **29 Withdrawal of Bid**

- 29.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 29.2 The ultimate decision lies with the authority (ASDM).

## **30 Pre-bid meet**

- 30.1 A Pre-Bid Meet shall be held at the office of Assam Skill Development Mission, on the date and time mentioned in the Schedule. Firms are requested to depute authorized representative (s) to attend pre-bid meet along with the queries, if any. Please also send your queries in advance to be received positively as per the date specified above through email at [tender.asdm@gmail.com](mailto:tender.asdm@gmail.com).

## **31 Opening of Proposals**

- 31.1 ASDM shall conduct the opening of the Prequalification Proposals in the presence of the bidder's authorized representatives who choose to attend (in person). The opening date, time and the address are stated in the Data Sheet.
- 31.2 At the opening of the Prequalification Proposals the following shall be read out: (i) the name of the bidders (ii) the presence or absence of the requisite document in the Technical and Financial Proposal; and (iii) any other information deemed appropriate or as indicated in the Data Sheet.

### **32 Proposal Evaluation**

- 32.1 The evaluators of the Prequalification proposal or Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 32.2 The bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation on the basis of the submitted Prequalification, Technical and Financial Proposals. However, the ASDM may seek clarification on the information.

### **33 Evaluation of Prequalification and Technical Proposals**

- 33.1 The Bidder shall be selected on the basis of Combined Quality cum Cost Based System (QCBS), whereby Technical proposal will be allotted weight age of 80% and Financial Proposal will be allotted weight age of 20%.
  - 33.1.1 The proposals will be awarded Technical Marks on the basis of Technical Evaluation Criteria in Section 2.
  - 33.1.2 All bidders scoring more than 60 will proceed for opening of Financial bids.
  - 33.1.3 The formula for determining the Technical score (T) of all other Proposals is calculated as following:  
$$T = 100 \times T_n / T_m$$
in which T is the Technical score, “T<sub>m</sub>” is the highest Technical Marks, and “T<sub>n</sub>” is the technical marks of the proposal under consideration
  - 33.1.4 The formula for determining the financial score (P) of all other Proposals is calculated as following:  
$$P = 100 \times F_m / F_n$$
in which P is the financial score, “F<sub>m</sub>” is the lowest price, and “F<sub>n</sub>” is the price of the proposal under consideration
  - 33.1.5 The weights given to the Technical (T) and Financial (P) Proposals are 80 and 20 respectively
  - 33.1.6 Proposals are ranked according to their combined Technical (T) and Financial (P) scores using the weights as follows:-  $S = T \times 80\% + P \times 20\%$
- 33.2 Any Technical bid with marks less than 60 will be rejected and their financial bids will not be opened.
- 33.3 All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

### **34 Opening of Financial Proposals**

- 34.1 After the Technical evaluation is completed, ASDM shall declare the proposals awarded less than 60 marks, the financial bids shall be considered null and void. These bids will be disqualified for further revaluation.
- 34.2 The Financial Proposals shall be opened by ASDM in the presence of the representatives of the bidders present. At the opening, the names of the bidders, and the overall technical scores, including the break- down by criterion, shall be read aloud. The Financial Proposals shall be opened as per e-Tendering process

### **35 Correction of Errors**

- 35.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the proposal.
- 35.2 ASDM will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total

amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail.

### **36 Taxes**

- 36.1 The quote of the bidder shall be exclusive of taxes & duties. The taxes will be paid as per the rates applicable at the time of payments.

### **37 Award**

- 37.1 After issuance of LOI by ASDM, the selected bidder shall submit Performance Bank Guarantee and shall sign the contract with ASDM within 15 working days. ASDM shall then issue the letter of award to the selected bidder and publish the award information as per the instructions in the Data Sheet; and promptly notify the other shortlisted bidders.
- 37.2 The bidder is expected to commence the assignment on the date and at the location specified in the Data Sheet.

### **38 Performance Guarantee:**

- 38.1 Within 15 working days from the date of Letter of Invitation (LOI) from ASDM, the successful bidder shall furnish the Performance Guarantee of an amount equal to 5% of its Financial Proposal, by way of Bank Guarantee issued by one of the Nationalized / Scheduled Banks in India for the due performance of the Assignment in the format at Appendix-I.
- 38.2 The selected bidder shall submit the Bank Guarantee for Performance Guarantee for 42 months.
- 38.3 Refund of PG: The PG shall be refunded within six months from the date of successful completion of the assignment
- 38.4 Forfeiture of PG: PG shall be forfeited in the following cases:
- When any terms and condition of the contract is breached.
  - When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the purchase/work order

### **39 Liquidated Damages**

- 39.1 The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the selected bidder shall arrange services within the specified period.
- 39.2 The selected bidder shall request in writing to tendering ASDM giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of service within the stipulated delivery period. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of delivery of service after which such request shall not be entertained
- 39.3 ASDM shall examine the justification of causes of hindrance in the delivery of service and the period of delay occurred due to that and grants extension with or without liquidated damages.
- 39.4 If ASDM agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of service.
- 39.5 It shall be at the discretion of the concerned ASDM to accept or not to accept the supply of services rendered by the Implementing Agency after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. Client shall have right to cancel the contract with respect to undelivered service.

- 39.6 If ASDM is in need of the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period
- 39.7 Delivery period may be extended if the delay is on account of hindrances beyond the control of the bidder.
- 39.8 Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees paid (including any amounts invoiced but not yet paid) under this Agreement.
- 39.9 In any other case, penalty will be leviable as per Service Level Metrics.

## **C. Terms & Conditions of the Contract**

### **40 Commencement of Services**

40.1 The date for the deployment of resources and commencement of services shall be as per the Section 7 of the RFP.

40.2 The IA shall place the full time resources at ASDM during the project tenure and may withdraw the part time manpower after meeting scheduled deliverable, subject to the approval of ASDM. They will however continue to provide support whenever required.

### **41 Project Deliverables**

Please refer Section 6 - Terms of Reference

### **42 Knowledge Transfer**

The IA will initiate the knowledge transfer to the ASDM staff from the 24<sup>th</sup> Month of the project and complete the overall activity by 36<sup>th</sup> month of the project.

Upon full and final payment, Client shall have a perpetual, non-transferable, non-exclusive paid-up right and license for purposes of its internal business to use, copy, modify and prepare derivative works of the Deliverables developed in the course of the Services hereunder, subject to any restrictions of any third-party materials embodied in the Deliverables and disclosed to Client. All other rights in the Deliverables and related intellectual property rights shall be the sole and exclusive property of Prime Bidder / concerned agency and / or are hereby assigned to Prime Bidder / concerned agency. Subject to obligations of confidentiality, each party shall be free to use the concepts, techniques and know-how used and developed on the Project. In any event, Prime Bidder / concerned agency shall continue to be free to perform similar services and develop Deliverables that may be similar or which may be competitive with those produced hereunder for itself or its other clients using its general knowledge, skills and experience that are acquired or used in the course of providing the Services}.

### **43 Period of Completion of assignment:**

The project duration is of 36 months from the date of the signing of the contract.

### **44 Payment Schedule**

Please refer to Section 7 of the document for the milestones & quarterly performance based payment schedules.

#### **44.1 Penalty Clause:**

In case the deliverable is delayed beyond the submission date or the revised completion date (as agreed by ASDM in writing), penalty will be leviable as per Service Level Metrics in Appendix III.

### **45 Payments to the Implementing Agency:**

1. IA will raise invoice on completion of a milestone
2. ASDM will pay to IA within 30 days of the invoice date. Should there be any observation to correct the invoice, same would be communicated within 3 days of invoice date else it would be deemed to be accepted and payment shall be processed. The IA will rectify any shortcoming in the invoice, if pointed out and resubmit it in 7 day time for its payments.

3. ASDM will pay to the IA TA/DA as per the states policy only for such travel that are approved by ASDM for all travel requirements outside the base station of posting/deployments.

#### **46 Conduct of IA Manpower:**

- 46.1 The conduct of IA will be in line with best practices throughout the term of the contract. Attendance and punctuality will be minimum expectations from the resources deployed on site as well as off site.
- 46.2 The Resource has to follow the working hours, working days and Holidays of Government of Assam. However resource shall be available on a holiday if so is required by ASDM. No extra payments will be made for working on extended hours/Saturdays/Sundays/Holidays to meet the committed/required time schedules.

#### **47 Earnest Money Deposit (EMD):**

The Bidder shall furnish an interest free EMD of Rs. 10,00,000/- (Ten Lakhs only) at the time of submitting the proposal in the form of a Demand Draft or Bank Guarantee issued by one of the Scheduled / Nationalized Banks in India in favour of "Assam Skill Development Mission" payable at Guwahati, refundable not later than 180 days from the date of submission of offer except in case of the two highest ranked bidders. In the event that the work is allotted to the successful bidder the other bidders shall be refunded its EMD within 180 days from the date of submission of offer.

The Selected Bidder's EMD shall be refunded upon the Bidder submitting the performance guarantee.

#### **48 Interpretation**

- 48.1 If the context so requires it, singular means plural and vice versa
- 48.2 Entire Agreement: The Contract constitutes the entire agreement between the ASDM and the Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- 48.3 Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 48.4 Non-waiver: Subject to the condition below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- 48.5 Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 48.6 Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

#### **49 Governing Law**

The Contract shall be governed by and interpreted in accordance with the laws of the Assam State / the Country (India) and under the jurisdiction of Guwahati Court.

#### **50 Force Majeure**

##### **50.1 Definition:**

- For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder
- Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **50.2 No breach of Agreement**

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement. The IA shall not be liable for forfeiture of its PG or/ and BG, if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of the Force Majeure.

#### **50.3 Measures to be taken**

- A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.
- A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### **50.4 Extension of time**

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

#### **50.5 Payments**

In the event of Force Majeure is applied, then ASDM will continue to follow the payment schedule by giving concession to IA for non-submission of deliverables for the period of 3 months. Post which, either party is allowed to terminate the contract under the clause Termination for Convenience.

#### **50.6 Consultation**

Not later than thirty (30) days after the IA has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

## **51 Change Order stand Contract Amendments**

- 51.1 ASDM may at any time order the IA through Notice, to make changes within the general scope of the Contract in case of services to be provided by the IA.
- 51.2 If any such change causes an increase or decrease in the cost of, or the time required for, the IA's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the IA for adjustment under this clause must be asserted within thirty (30) days from the date of the IA's receipt of the ASDM's order. The rate-contract enclosed in the Fin-2 will be used to calculate the cost of the additional work/ change request.

## **52 Termination Clauses**

### **52.1 Termination for Default**

- ASDM may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days, terminate the contract in whole or in part (provided a cure period of not less than 90 days is given to the IA to rectify the breach):
- If the IA fails to deliver any or all service within the time period specified in the contract, or any extension thereof granted by ASDM; or
- If the IA fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- If the IA, in the judgment of the ASDM, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- If the IA commits breach of any condition of the contract
- If ASDM terminates the contract in whole or in part, amount of PG shall be forfeited.

### **52.2 Termination for Insolvency**

ASDM may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the IA becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the IA, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to ASDM.

### **52.3 Termination for Convenience**

- ASDM, by a written notice of at least 60 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- In such case, ASDM will pay for all the pending invoices as well as the work done till that date by the IA.
- In addition to above clause, ASDM will compensate the IA with 30 days of Fee of balance unpaid amount of ICT Portal as long as the entire portal is completed and delivered along with source code to ASDM.
- Depending on merits of the case the IA may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The IA shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or



otherwise) for more than the value of the fees paid (including any amounts invoiced but not yet paid) under this Agreement.

#### **52.4 Termination by ASDM**

ASDM may, by not less than thirty (30) days written notice of termination to the IA, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- The IA fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the ASDM may have subsequently granted in writing;
- The IA becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- The IA fails to comply with any final decision reached as a result of arbitration proceedings.
- The IA submits to the ASDM a statement which has a material effect on the rights, obligations or interests of the ASDM and which the IA knows to be false;
- Any document, information, data or statement submitted by the IA in its Proposals, based on which the IA was considered eligible or successful, is found to be false, incorrect or misleading; or
- As the result of Force Majeure, the IA is unable to perform a material portion of the Services for a period of not less than sixty (60) days
- If the Govt. of Assam would like to terminate the contract for reasons not attributable to the IA performance, they will need to clear all invoices for the TC services up to the date of their notice along with 1 month fee pro-rata fee out of the project fee for 36 months.
- If the Govt. of Assam would like to terminate the contract for reasons attributable to the IA's performance, the government will give a rectification notice for 3 months to Agency in writing with specific observations and instructions.

#### **52.5 Termination by Implementing Agency:**

The IA may, by not less than six (06) month written notice to ASDM, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- ASDM is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the IA may have subsequently agreed in writing) following the receipt by the ASDM of the IA notice specifying such breach;
- If there are more than 2 un-paid invoices and ASDM fails to remedy the same within 45 days of the submission of the last un-paid invoice
- as the result of Force Majeure, the IA is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- ASDM fails to comply with any final decision reached as a result of arbitration.

##### **52.5.1 Payment upon Termination**

Upon termination of this Agreement all pending payments due till the date of the termination of the contract will be made by ASDM to the IA within 30 days of the contract termination.

##### **52.5.2 Suspension**

The ASDM may, by written notice of suspension to the IA, without any obligation (financial or otherwise) suspend all the payments to the IA hereunder if the IA shall be in breach of this Agreement or shall fail to perform any of its obligations under this

Agreement, including the carrying out of the Services; provided that such notice of suspension:

- shall specify the nature of the breach or failure, and
- shall provide an opportunity to the IA to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the IA of such notice of suspension. The above action will be taken by ASDM after approval of IA Evaluation Committee

#### **52.5.3 Cessation of rights and obligations**

Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except:

- such rights and obligations as may have accrued on the date of termination or expiration,
- the obligation of confidentiality set forth in RFP,

### **53 Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other the IA shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

### **54 Confidentiality:**

Neither the IA nor ASDM will disclose to any third party without the prior written consent of the other party any confidential information which is received from the other party for the purposes of providing or receiving Services. Each party will take measures to protect the confidential information of the other party that, in the aggregate are no less protective than those measures it uses to protect the confidentiality of its own comparable confidential information, and in any event, not less than a reasonable degree of protection. Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under the terms of this RFP.

These restrictions will not apply to any information which:

- i. Is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause;
- ii. Is acquired from a third party who owes no obligation of confidentiality in respect of the information;
- iii. Is or has been independently developed or was known to it prior to receipt.

Notwithstanding the Clause mentioned above, either party will be entitled to disclose confidential information of the other to:

- i. its respective insurers or legal advisors on a need-to-know basis and shall ensure that such insurers and legal advisors maintain confidentiality of such information,
- ii. to a third party to the extent that this is required by any or where there is a legal right, duty or requirement to disclose where reasonably practicable not less than 2 business days' notice in writing is first given to the other party.

Without prejudice to the foregoing provision of this clause above, IA may cite the performance of the services to clients and prospective clients as an indication of its experience.

### **55 ASDM's Property and Third Party Rights:**

- i. The IA on implementation of the project shall ensure that it does not and will not infringe any Intellectual Property Rights held by any third party and has all necessary rights or has transferred the rights in writing and has the consents to make assignments, licenses and other transfers of all Intellectual Property rights. The IA shall secure all necessary written agreements, consents and transfers of rights from its employees and other persons or entities, whose services are used for development of the product.

- ii. The IA shall indemnify ASDM against all third party claims arising out of a court order or arbitration award for infringement of patent, trademark/ copy right arising from the use of the supplied services or any part thereof.

## **56 Disputes Resolution**

### **56.1 Amicable Settlement**

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred to ASDM, who will take decision within 30 days after such reference. If the dispute is still not resolved the matter will be referred for Arbitration.

### **56.2 Arbitration**

In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by ASDM and other appointed by IA and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Guwahati and following are agreed.

The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel).

When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.

## **57 Disqualification**

The bid is liable to be disqualified if:

- Not submitted in accordance with this document.
- During validity of the bid or its extended period, if any, the bidder increases his quoted prices.
- During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- Bid received in incomplete form or not accompanied by bid security amount/all requisite documents.
- Bid received after due date and time.
- Bidder submits conditional bids.
- Bidder indulges in canvassing in any form to win the contract.
- Bidder sub-contracts any part of the project to or employs the goods or services of any of the parties having interest in the project.

**58 Intellectual Property Rights of the Project**

During the operational phase, the responsibility to maintain the IPR would lie with the IA. The IA shall transfer the Source Code & IPR to ASDM, at the time of completion of the assignment.

**59 Responsibilities of the ASDM**

- 59.1 Appointment of a single point of contact person, who will coordinate with all departments / IA / TSPs etc. Coordination with various departments and stakeholders.
- 59.2 Issuance of various government orders / policy amendments as per requirement of the project.
- 59.3 Assigning of relevant officials as per project need.
- 59.4 Resolution of problems and disputes arising.
- 59.5 Timely approval to the deliverables and release of the payments to the IA

**60 Responsibilities of the Selected Agency**

- 60.1 Post development, facilitate the Security Audits, Quality certification processes as per State/ Central Government mandate by a CERT empanelled vendor before hosting
- 60.2 Post Security Audit, get the portal hosted in one of the Cloud Service Providers empanelled by MeITY / DeITY
- 60.3 Research & Development and other related costs during the contract period to be borne by the agency.
- 60.4 The agency will ensure adequate Disaster Recovery mechanism of the Cloud Service Provider and will co-ordinate with the later in case of any exceptions/ incidents to safeguard any SLA overrun.

**Section 2. Data Sheet & Instructions to Bidders (ITB)**

<b>A. General</b>	
<b>Clause Reference</b>	
1.	<b>Location of the Project:</b> Assam, India
2.	<p><b>Name of the Client:</b> Assam Skill Development Mission (under Department of Skill, Employment and Entrepreneurship, Govt. of Assam).</p> <p><b>Method of selection:</b> Combined Quality cum Cost Based System (QCBS) 80:20 with 60 marks as the qualifying score in Technical Evaluation.</p> <p><b>Any bids with less than 60 marks (Technical) will be rejected.</b></p>
3.	<p><b>Procedure for Bid Submission:</b></p> <p>a) <b>Technical Proposal</b> as detailed below on e-procurement portal <a href="http://www.assamtenders.gov.in">www.assamtenders.gov.in</a> and hard copy as detailed below at registered address of ASDM.</p> <p>b) <b>Financial Proposal</b> on <a href="http://www.assamtenders.gov.in">www.assamtenders.gov.in</a>. No hard copy of financial proposal is to be submitted</p>
4.	<p><b>Other instructions:</b></p> <p>a) Bidders can log-in to e-procurement platform in secure mode only by signing with the Digital certificates.</p> <p>b) The bidders should scan and upload the respective documents in Technical bid and Price Bid documentation as specified in the e-tendering portal. The bidders are advised to scan the relevant document with 100 DPI only to reduce the file size.</p> <p>c) Technical &amp; Price bids are to be digitally uploaded in the e-tendering portal. Please Note that Prices should not be indicated in the Technical Proposal but should only be indicated in the Financial Proposal failing which the bid submitted shall be summarily rejected.</p> <p>d) Please Note that all the formats given has to be duly filled up submitted in the bid failing which the bid submitted shall be summarily rejected.</p> <p>e) Submission of hard copy of the financial bid shall make cause the bid to be summarily disqualified.</p> <p>f) The bid document should also have the Bidder's stamp on each page along with the signatures of authorised representative of the Bidder.</p> <p>g) If any Bidder fails to submit its proposal online, the concerned bidder stands disqualified.</p>
5.	<b>A pre-bid meeting will be held:</b> Yes as mentioned above
6.	<p><b>Address for pre-Bid meeting:</b>  <b>Assam Skill Development Mission</b>                      Nayantara Building 5<sup>th</sup> Floor,                      Six Mile Guwahati –781022                      Contact : 0361-2339745                      Email : <a href="mailto:missiondirector.asdm@gmail.com">missiondirector.asdm@gmail.com</a>                      ASDM will provide the relevant information, guidelines, inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p>
<b>B. Preparation of Proposals</b>	

7.	<p><b>This RFP has been issued in the English language.</b></p> <p><b>Proposals shall be submitted in English language.</b></p> <p><b>All correspondence exchange shall be in English language.</b></p>
8.	<p><b>The Proposal shall comprise the following:</b></p> <p><b>For TECHNICAL PROPOSAL:</b> To be submitted online</p> <ol style="list-style-type: none"> <li>1. Prequalification Proposal Form as per Pre-Qual-1</li> <li>2. Compliance with prequalification criteria as per FormPre-Qual-2</li> <li>3. Supporting for prequalification proposals.</li> <li>4. Technical Proposal:             <ol style="list-style-type: none"> <li>a. TECH-1</li> <li>b. TECH-2</li> <li>c. TECH-3</li> <li>d. TECH-4</li> <li>e. TECH-5</li> </ol> </li> <li>5. Other documents:             <ol style="list-style-type: none"> <li>a. Power of Attorney and Board Resolution to sign the Proposal</li> <li>b. Scanned Signed copy of the RFP</li> <li>c. EMD scanned copy</li> <li>d. Tender Document Fees scanned copy</li> <li>e. Court Fee Stamp scanned copy</li> </ol> </li> </ol> <p><b>For FINANCIAL PROPOSAL:</b> To be submitted online</p> <ol style="list-style-type: none"> <li>1. Financial Proposal Form FIN-1</li> <li>2. Financial Proposal Form FIN-2</li> </ol>
9.	<p><b>Hard Copies:</b></p> <p>Hard copy of Technical Proposal shall consist of the following documents and has to be submitted as per the proposal submission date and time:</p> <ol style="list-style-type: none"> <li>a) EMD in original</li> <li>b) Tender Document Fees in original</li> <li>c) Signed and sealed copy of the complete technical Proposal</li> <li>d) Court fee stamp in original</li> </ol> <p>Financial proposal shall be submitted in online mode only. No hard copy submission shall be entertained for Financial proposal.</p>
10.	<p><b>Participation of Key Experts and Non-Key Experts in more than one Proposal is permissible: No</b></p>
11.	<p><b>Proposals must remain valid for 120 days from the date of opening of Tender</b></p>
12.	<p>The contact information for requesting clarifications is:</p> <p><b>Mission Director</b>          Assam Skill Development Mission          Nayantara Building 5<sup>th</sup> Floor,          Six Mile Guwahati-781022          Email : <a href="mailto:missiondirector.asdm@gmail.com">missiondirector.asdm@gmail.com</a>          Contact : 0361-2339745</p>
13.	<p><b>No kind of Consortium / Joint Venture is allowed</b></p>

14.	<b>Resources Required from Implementing Agency</b>			
	<b>Position name</b>	<b>Number of Positions</b>	<b>Minimum Deployment in project</b>	<b>Type of resource</b>
	Project Manager – IT & MIS	1	Full time	Key Expert
	Solution Architect	1	Part Time	Key Expert
	MIS Expert	1	Part Time	Key Expert
	Database Administrator	1	Part Time	Key Expert
	Application Development / customization lead	2	Part Time	Key Expert
	Support Resource	1	Full time from start of O&M	Non- Key Expert
	This is the optimum number of resources required to execute the project, the Implementing Agency is free to suggest in their approach & methodology, additional resources and their deployment mechanism, if deemed fit.			
15.	<p><b>The minimum qualification required for the resources would be as follows:</b></p> <ol style="list-style-type: none"> <li>1. <b>Project Manager</b> – IT &amp; MIS : BE/ B Tech or MBA with 7+ years of work experience in Project management, Software Development life cycle, system integration of large scale projects. He/she should carry the experience of handling minimum 5 team members of a cross functional team. Certification e.g. PMP, Prince2 etc. would be value addition. Exposure to Government/ PSU domain is preferred.</li> <li>2. <b>Solution Architect:</b> BE/ B Tech/ MCA with minimum 5+ years of work experience in enterprise software design and solution architecting. He/she should have experience in designing HLD &amp; LLD and enterprise architecting of large scale projects preferably in Government/PSU domain. Certification e.g. AWS, TOGAF, ITIL etc. would be value addition.</li> <li>3. <b>MIS Expert:</b> BE/ B Tech/ MCA/ MSC-IT with minimum 5+years of work experience in designing and implementing management information system preferably in Skill Management Value chain in any central/state Govt. scheme</li> <li>4. <b>Database Administrator:</b> BE/ B Tech/MCA with minimum 5+ years of work experience in database design, sizing in large scale IT projects preferably in Government/PSU domain. Certification e.g. OCA, MCDBA would be value addition</li> <li>5. <b>Application Development / customization lead:</b> BE/BTECH/MCA with 5+ years of work experience in application design, development, IT portal development in large scale IT projects preferably in Government/PSU domain. Certification e.g. CSM, MCSD, CSD from Scrum Alliance, AWS etc. would be value addition.</li> <li>6. <b>Support Resource:</b> BE/BTECH/MCA/MS-IT with 3+ years of work experience in support/ service delivery projects preferably in Government/PSU domain. He/she should be familiar with incident/problem management, Risk mitigation processes. ITIL certification would be value addition</li> </ol>			
16.	<b>Costs &amp; per diem to be provided as actual:</b> No – State will NOT pay any other compensation to the IA other than the Fees mentioned in the Financial Bid.			

17.	<b>A price adjustment provision applies to remuneration rates:</b> No for the contract period.																			
18.	<b>The Financial Proposal shall be stated in the following currencies:</b> INR only																			
<b>C. Opening and Evaluation</b>																				
19.	<p><b>The Technical bid opening shall take place at:</b>  <b>Assam Skill Development Mission</b>                      Nayantara Building 5<sup>th</sup> Floor,                      Six Mile Guwahati – 781022                      Email : <a href="mailto:missiondirector.asdm@gmail.com">missiondirector.asdm@gmail.com</a>                      Contact 0361-2339745                      Date &amp; Time: As per Schedule for invitation of RFP or intimated otherwise on the website</p> <p>All the bids received till the due date and time shall be opened by ASDM in the presence of bidders, as per the schedule (subject to change and early notification to bidders) indicated in the Schedule for Invitation of RFP.</p>																			
20.	<p>Criteria, sub-criteria, and point system for the evaluation of the Pre- Qualification and Full Technical Proposals:</p> <p><b>a. Pre-Qualification</b></p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Eligibility Criteria</th> <th>Documentary Evidence</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>The bidder must be a legal entity registered in India under the Companies Act, 1956, or a partnership firm registered under the Limited Liability Partnership Act of 2008, having registered office in India and should be in existence for at least the last 5 years, as on 31<sup>st</sup> March 2017.</td> <td>(a) Certificate of Incorporation / (b) Registration Certificate</td> </tr> <tr> <td>2.</td> <td>The Bidder should have average minimum <b>annual turnover of INR 50 Crores</b> in the preceding three financial years (i.e. FY 2014-2015 &amp; 2015-2016 and 2016-2017)</td> <td>Balance sheet, Profit &amp; Loss Statement &amp; CA Certificate</td> </tr> <tr> <td>3.</td> <td>The Bidder should have average minimum <b>annual turnover of INR 10 Crores from IT Advisory / IT Consultancy / Software development</b> in the preceding three financial years (i.e. FY 2014-2015 &amp; 2015-2016 and 2016-2017)</td> <td>CA Certificate</td> </tr> <tr> <td>4.</td> <td>The bidder shall have positive net-worth as on 31.03.2017</td> <td>Certificate attested by a Chartered Accountant</td> </tr> <tr> <td>5.</td> <td>The bidder should have similar experience in end to end IT implementation of at-least one e-Governance Project during the last three years 2014-2015 &amp; 2015-2016 and 2016-2017, with project value of the above component &gt;=Rs. 1 Crores for any Central Govt. / State Govt. / NSDC / State Skill Development Mission / Multilateral Funding Agency/ any other Government agency in</td> <td>Project Citation in Tech 1B supported with Work order/ Completion certificate/ Certificate of Appreciation issued by client confirming the area of activity</td> </tr> </tbody> </table>		Sl. No.	Eligibility Criteria	Documentary Evidence	1.	The bidder must be a legal entity registered in India under the Companies Act, 1956, or a partnership firm registered under the Limited Liability Partnership Act of 2008, having registered office in India and should be in existence for at least the last 5 years, as on 31 <sup>st</sup> March 2017.	(a) Certificate of Incorporation / (b) Registration Certificate	2.	The Bidder should have average minimum <b>annual turnover of INR 50 Crores</b> in the preceding three financial years (i.e. FY 2014-2015 & 2015-2016 and 2016-2017)	Balance sheet, Profit & Loss Statement & CA Certificate	3.	The Bidder should have average minimum <b>annual turnover of INR 10 Crores from IT Advisory / IT Consultancy / Software development</b> in the preceding three financial years (i.e. FY 2014-2015 & 2015-2016 and 2016-2017)	CA Certificate	4.	The bidder shall have positive net-worth as on 31.03.2017	Certificate attested by a Chartered Accountant	5.	The bidder should have similar experience in end to end IT implementation of at-least one e-Governance Project during the last three years 2014-2015 & 2015-2016 and 2016-2017, with project value of the above component >=Rs. 1 Crores for any Central Govt. / State Govt. / NSDC / State Skill Development Mission / Multilateral Funding Agency/ any other Government agency in	Project Citation in Tech 1B supported with Work order/ Completion certificate/ Certificate of Appreciation issued by client confirming the area of activity
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		India.	
	6.	The bidder must possess a valid Capability Maturity Model (CMM Level 3) certificate valid as on bid calling date.	Copy of certifications which are valid on date of submission.
	7.	The bidder should have experience in the area of conceptualizing, designing, developing, implementing and rolling out a State level IT enabled web based solution during the last three years 2014-2015 & 2015-2016 and 2016-2017	Project Citation in Tech 1B supported with Work order/ Completion certificate/ Certificate of Appreciation issued by client confirming the area of activity
21.	<b>b. Technical Evaluation Criterion</b>		
	<b>Sl. No.</b>	<b>Criteria</b>	<b>Marks System</b>
	<b>A. Past Experience of the Firm</b>		
	1.	The bidder should have experience in the area of conceptualizing, designing, developing, implementing and rolling out a State level IT & MIS enabled web based solution during the last three years 2014-2015 & 2015-2016 and 2016-2017	5 Marks for each project upto a maximum of 2 project 10
	2.	Bidder should have implemented/ managed web based Project with a number of Users / Registered students (Candidates) registered in a single IT & MIS System/ Skill development Portal in India	NO. of users <ul style="list-style-type: none"> <li>• &gt;=10 Lakhs : 10 marks</li> <li>• &gt;=5 Lakhs and &lt;5 Lakh: 10 marks</li> <li>• &lt;5 Lakhs : 0 marks</li> </ul> 10
	3.	Experience of undertaking Program Management of large IT projects preferably in Skill Development with total project value > 10 Crore	5 Marks for each project upto a maximum of 2 projects. Maximum 5 marks in addition to above in case any of the project is a Skill Development Project 15
	<b>B. Approach &amp; Methodology</b>		
	1.	Project requirement understanding	5
	2.	Understanding of key issues in the subject Area	5
	3.	Solution Architecture conceptualized for this project	5
	4.	ICT Approach & Methodology	15
	5.	Proposed Work Plan and Timelines	10
	<b>C. Technical Presentation</b>		<b>25</b>
22.	Rates quoted will be exclusive of Taxes & Duties and the same shall be payable by ASDM at applicable rates along with payment to the IA.		
23.	23.1 ASDM shall evaluate the Proposals on the basis of their responsiveness to the Terms		

	<p>of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. However, ASDM may seek clarification on the information submitted by the bidder, if required.</p> <p>23.2 Each prequalification proposal will be evaluated against the mandatory prequalification conditions mentioned in Data sheet. A Proposal shall be rejected at this stage if it does not meet each and every prequalification criterion mentioned in the Data Sheet.</p> <p>Bidders will be invited to do a Technical Presentation as part of the assessment covering the Approach &amp;Methodology.</p> <p>23.3 Only the Financial proposals of all the technically qualified proposals shall be opened and the bidder will be selected on the basis of Combined Quality cum Cost Based System(QCBS)</p>
24.	Letter of Invitation shall be issued to the successful bidder and shall be invited for signing the contract

### Section 3. Prequalification Proposal – Standard Forms

#### Form Prequal-1: PREQUALIFICATION PROPOSAL SUBMISSION FORM

(On the letter head) {Location, Date}

To:

Mission Director  
Assam Skill Development Mission  
Nayantara Building 5<sup>th</sup> Floor, Six Mile Guwahati – 781022  
Email: [missiondirector.asdm@gmail.com](mailto:missiondirector.asdm@gmail.com)  
Contact: 0361-2339745

Re: **RFP NO.**

Dear Sir,

We, the undersigned, offer to implement the project for “Design, Development and Support of an IT portal and MIS for Assam Skill Development Mission”, in accordance with your Request for Proposals referred above.

We are hereby submitting our Proposal, which includes this Prequalification Proposal, Technical Proposal and a Financial Proposal as per the requirement of the RFP.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this Proposal may lead to our disqualification by ASDM.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet.
- (c) We have no conflict of interest as stated in the RFP.
- (d) We meet the eligibility requirements as stated in RFP
- (e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery as per RFP.
- (f) Except as stated in the Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in RFP may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the RFP.

We understand that ASDM is not bound to accept any Proposal that it receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

In capacity of:

Address:

Contact Information (Phone and e-mail)

**Form Pre-Qual-2: COMPLIANCE SHEET FORMAT**

(ALL SUPPORTING REQUIRED AS PER DATA SHEET)

Sl. No.	Eligibility Criteria	Documentary Evidence	Compliance (Yes/No)	Evidence attached at Page No.
1)	The bidder must be a legal entity registered in India under the Companies Act, 1956, or a partnership firm registered under the Limited Liability Partnership Act of 2008, having registered office in India and should be in existence for at least the last 5 years, as on 31 <sup>st</sup> March 2017.	Certificate of Incorporation / Registration Certificate		
2)	The Bidder should have average minimum <b>annual turnover of INR 50 Crores</b> in the preceding three financial years (i.e. FY 2014-2015 & 2015-2016 and 2016-2017)	Balance sheet & Profit & Loss Statement & CA Certificate		
3)	The Bidder should have average minimum <b>annual turnover of INR 10 Crores from IT Advisory / IT Consultancy / Software development</b> in the preceding three financial years (i.e. FY 2014-2015 & 2015-2016 and 2016-2017)	CA Certificate		
4)	The bidder shall have positive net-worth as on 31.03.2017	Certificate attested by a Chartered Accountant		
5)	The bidder should have similar experience in end to end IT implementation of at-least one e-Governance	Project Citation in Tech 1B supported with Work order/ Completion certificate/		

	Project during the last three years 2014 - 2015 & 2015-2016 and 2016-2017, with project value of the above component >=Rs. 1 Crores for any Central Govt. / State Govt. / NSDC / State Skill Development Mission / Multilateral Funding Agency/ any other Government agency in India.	Certificate of Appreciation issued by client confirming the area of activity		
6)	The bidder must possess a valid Capability Maturity Model (CMM Level 3) certificate valid as on bid calling date.	Copy of certifications which are valid on date of submission.		
7)	The bidder should have experience in the area of conceptualizing, designing, developing, implementing and rolling out a State level IT enabled web based solution during the last three years 2014-2015 & 2015-2016 and 2016-2017	Project Citation in Tech 1B supported with Work order/ Completion certificate/ Certificate of Appreciation issued by client confirming the area of activity		

**Section 4 Technical Proposal- Standard forms**

1. Checklist of required forms

Required form xxxxx [✓]	Form	Description
✓	TECH-1	Bidder's Organisation and Experience Details
✓	TECH-1 A	Organisation Details
✓	TECH-1 B	Experience Details
✓	TECH-2	CA Certificate
✓	TECH-3	Description of Approach, Methodology and Work Plan for performing the assignment
✓	TECH-4	Work Schedules and Planning of Deliverables
✓	TECH-5	Team Composition , Key Experts inputs and attached Curriculum Vitae (CV)

**Form TECH-1: BIDDER’S ORGANIZATION AND EXPERIENCE**

A brief description of the Bidder’s organization and an outline of the recent experience of the Bidder that is most relevant to the assignment. The outline should indicate the names of the Bidder’s Key Resources who participated, the duration of the assignment, the contract amount, and the Bidder’s role/involvement.

**A – Bidder’s Organization details (to be limited to 2 pages)**

1. Provide here a brief description of the background and organization of your company/partnership firm.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

**B – Bidder’s Experience**

1. List the experience which are required as per the Eligibility criteria and Technical Evaluation Criteria
2. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.
3. Format for Experience is as follows:-

<b>Duration</b>	<b>Assignment name/ &amp; brief description of main Deliverables /outputs</b>	<b>Name of Client &amp; Address</b>	<b>Approx. Contract value (in Rs equivalent)/ Amount paid to your firm</b>	<b>No. of users (</b>	<b>Role on the Assignment</b>
{e.g., Jan.2009Apr.2010}	{e.g., “Improvement Quality of.....” designed master plan for rationalization of .....;}	{e.g., Ministry of....., country}	{e.g., Rs 1 crore}	Fill if applicable	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan.2009Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of .....; }	{e.g., Ministry of....., country}	{e.g., Rs 1 crore}		{e.g., Lead partner in a JV A&B&C}

**(Each credential cited must include a brief write-up on the services provided along with the Work Order or signed contract or completion certificate)**

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory: Name of Firm:

Location:

Date:

**Form TECH-2: CA Certificate**

***Declaration to be submitted under the signature of Chartered Accountant on Letterhead***

**To whomsoever it may concern**

On the basis of audited financial statements, we hereby certify that  
.....having registered office at  
.....has the following average annual turnover during  
last three financial years starting from FY 2014-15, 2015-16 and 2016- 2017 as mentioned below:

<b>S.No</b>	<b>Financial Year</b>	<b>Annual Turnover</b>	<b>Annual Turnover from IT Advisory / IT Consultancy / Software development</b>	<b>Net Worth (Rs.)</b>
1	2016-17			
2	2015-16			
3	2014-15			

Note: Audited financial statement of the 3 years need to be submitted by the applicant.

Signature

Chartered Accountant firm

Membership No

Contact

Seal



**Form TECH-3: APPROACH & METHODOLOGY**

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE AND UNDER HEADERS AS SPECIFIED IN THE DATA SHEET POINT 3.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory: Name of Firm:

Location:

Date:

**Form TECH-4: WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

**Table 1: Delivery Schedule**

No.	Deliverables	Months											Total	
		1	2	3	4	5	6	7	8	--	--	36		
A-1	{e.g., Deliverable #1: Report A													
B-1	{e.g., Deliverable #2 :.....}													
C-1	{e.g., Deliverable #3 :.....}													
D-1	{e.g., Deliverable #4 :.....}													

**Table 2: Manpower Deployment Schedule**

Sr. No.	Manpower / Expert Category	Months											Total	
		1	2	3	4	5	6	7	8	--	--	36		
1	Project Manager – IT & MIS													
2	Solution Architect													
3	MIS Expert													
4	Database Administrator													
5	Application Development / customization lead													
6	Support Resource													

1. List the deliverables with the breakdown for activities required to complete them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory: Name of Firm:

Location:

Date:

**Form TECH-5: CURRICULUM VITAE**

{A brief description of the each of the Key resources, roles and responsibilities, assignments and key Expert’s inputs in terms of time needs to be highlighted}

<b>Position Title and No.</b>		{e.g., 2.3. Project Director}	
<b>Name of Expert:</b>		{Insert full name}	
<b>Date of Birth:</b>		{day/month/year}	
<b>Country of Citizenship/Residence</b>			
<b>Education:</b> {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}			
<b>Employment record relevant to the assignment:</b> {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of Previous clients and employing organization(s) who can be contacted for references. Past Employment that is not relevant to the assignment does not need to be included.}			
<b>Period</b>	<b>Employing organization and your Title/position. Contact information for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/Technical Consultant to... For references: Tel...../e-mail.....; Mr.....]		
Detailed Tasks Assigned on bidders Team of Experts:		Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks	
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}			
Note: Those CVs that do not provide the following critical information may be considered non relevant. {For „a“ to „c“ Staff positions (as applicable):			
<ul style="list-style-type: none"> <li>a. Experience in handling large value programmes</li> <li>b. Understanding of livelihood programmes, communication, social mobilization, project management etc.</li> <li>c. Managing programmes with large multi-disciplinary teams. {For positions „d“ to „j“}</li> </ul> <ul style="list-style-type: none"> <li>1. Working with state/central government programmes or high budget programs/ donor funded programs</li> <li>2. Implementing Skill development/ livelihoods/education etc</li> <li>3. Excellent exposure and experience of working for rural/ urban poor communities.</li> </ul>			
<b>Language Skills (indicate only languages in which you can work):</b>			
<b>Adequacy for the Assignment:</b>			
Detailed Tasks Assigned on Project Management Consultant’s Team of Experts:		Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks	

{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	
<p>Note: Those CVs that do not provide the following critical information may be considered non relevant.</p> <p>{For „a“ to „c“ Staff positions (as applicable):</p> <ol style="list-style-type: none"> <li>a. Experience in handling large value programmes</li> <li>b. Understanding of livelihood programmes, communication, social mobilization, project management etc.</li> <li>c. Managing programmes with large multi-disciplinary teams.</li> </ol> <p>{For positions „d“ to „j“}</p> <ol style="list-style-type: none"> <li>1. Working with state/central government programmes or high budget programs/ donor funded programs</li> <li>2. Implementing Skill development/ livelihoods/education etc</li> <li>3. 3. Excellent exposure and experience of working for rural/ urban poor communities.</li> </ol>	

**Expert’s contact information :** (e-mail.....,phone.....) Certification:  
 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by ASDM.

**{Day/month/year}**

Name of Expert:	Signature:
Date:	{day/month/year}
Name of authorized:	Signature:
Date	{day/month/year}
Representative of the Bidder (same who signs the Proposal)	

## Section 5. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

### FIN-1 Financial Proposal Submission Form

To:  
Mission Director  
Assam Skill Development Mission  
Nayantara Building 5th Floor, Six Mile Guwahati – 781022  
Email: missiondirector.@gmail.com  
Contact: 0361-2339745

Ref: RFP No.

Subject: Selection of Implementing Agency for Design, Development and Support of an IT portal and MIS for Assam Skill Development Mission

Dear Sir,

1. We, the undersigned, offer to provide the services for the above project in accordance with RFP. Our Financial Proposal is for the sum of Rs..... ( in Crores).(Amount in words and figure) exclusive of taxes for the period of 36 months.
2. Our Financial Proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal, i.e..... (Date).
3. We undertake that in competing for and, if the award is made to us, in executing the above services, we will strongly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
4. We understand that the price is all inclusive of Travel (local & domestic), boarding & lodging, Insurance, ICT Infrastructure, per-diem, office rentals, communication expenses and any other out of pocket expense that we have to incur as part of the project.

We understand that you are not bound to accept any Proposal you receive and may reject any or all proposal without assigning any reason for the same.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory: Name of Firm:

Location:

Date:

## FIN-2 Financial Proposal Submission Form

Please fill the financial quote in the table given below

Sl. No.	Particular	Price in INR (excluding Taxes)	Total Price in words (excluding taxes)
1	Software Development Cost including security audit & three years operation and Maintenance charges		
2	Integration and Hosting charges		
3	Training charges		
<b>Total</b>			

Note:

- This rate will be valid for full term of the contract (36 months)
- Please provide breakups for Miscellaneous costs as required
- All the applicable taxes shall be paid extra

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory: Name of Firm:

Location:

Date:

## Section 6. Terms of Reference (TOR)

### 6.1. Background

Skill development is imperative to the development of the state of Assam. In view of the national priorities, the state envisages skill development of 10 lakh youth in the next 5 years.

The target of 10 lakh has been allocated among the 19 departments:

1. Agriculture
2. Animal Husbandry & Veterinary
3. Education
4. Fishery
5. Health & Family Welfare
6. Horticulture Department
7. Industries & Commerce
8. Labour Welfare
9. Minority Welfare Department
10. Panchayat & Rural Dev
11. Power
12. Public Enterprises
13. Public Health Engineering
14. Public Works
15. Transport
16. Tea Tribes
17. Tourism Department
18. Urban Development Department
19. Welfare of Plain Tribes & Backward Classes Department

Year	Target
2017-18	2,00,000
2018-19	2,00,000
2019-20	2,00,000
2020-21	2,00,000
2021-22	2,00,000
Total	10,00,000

### Assam Skill Development Mission (ASDM)

Towards meeting the above objectives, the Assam Skill Development Mission has been constituted under the chairmanship of the Honourable CM with the vision to i) increase employment opportunities for youth, ii) reducing outward migration of young talent, iii) increase per capita income matching the national level empowering the youth through skill development. ASDM was incorporated in the year 2015 and is under Department of Skill, Employment and Entrepreneurship, Govt. of Assam.

### Key Functions of ASDM:

- I. Setting up of Annual as well as long-term skilling, targets for the State.
- II. Identifying priority sectors for skilling based on forecasting of future Industrial growth and demand.
- III. Integrating the Skill Development effort in the State with the National Skills Qualification Framework.
- IV. Vetting of all skill training programmes of Govt. Departments as to its efficacy, usefulness, employability, economic viability etc.
- V. Assessment, certification, development of course curriculum of accredited skill training providers of the State.
- VI. Formulation of integrated Skill Development policy for the State on short terms and long term skill plans of the State.
- VII. Registration and accreditation of all skill training providers in the State.
- VIII. Facilitating the creation of additional training capacity in the State.

- IX. Setting up monitoring and tracking systems to assess the success of existing skill development programmes in the State. A common data-base of all candidates, employers, potential trainees and details of inspection reports and other training institutions shall be set up by the mission through a comprehensive IT portal.
- X. To coordinate activities with other National & Regional Mission for overall holistic development.
- XI. To accept grants of money, securities of property and to undertake and accept management of any endowment consistent with the objectives of the Assam Skill Development Mission.
- XII. To provide guidance and support for efficient planning and implementation, monitoring, evaluation of professional, technical, vocational education and skill development and up gradation in the State of Assam.
- XIII. To prepare annual reports, monthly, quarterly and annual account of the Assam Skill Development Mission.
- XIV. To purchase, hire, take on lease, exchange or otherwise acquire property, both movable and immovable, in pursuance of the objectives of the ASDM.
- XV. To develop a state of the art planning, monitoring and evaluation system based on the latest innovations and technology.
- XVI. To promote and facilitate public-private partnerships in the accomplishment of its objects.
- XVII. To promote and undertake analytical work to continuously improve the planning, implementation, monitoring and evaluation of professional, technical, vocational education and skill development in the State of Assam.
- XVIII. To create duly empowered administrative mechanisms, through such participation as may be deemed necessary, for the achievement of the objects of the ASDM.
- XIX. To establish for the implementation of the schemes/programmes, task forces and other appropriate mechanisms at the State, Divisional, District, Block, Panchayat and village levels, as the case may be, and to delegate necessary powers to enable them to discharge their responsibilities.
- XX. To secure active involvement and participation of academic and research institutions, training institutes and other institutes working for the professional, technical, vocational education and skill development and to provide technical assistance to them for performing tasks entrusted by it for the achievement of the objects the Mission.
- XXI. To secure constructive and participatory involvement of different stakeholders for the achievement of the Missions objects and for this purpose to establish, formal as well as informal structures.
- XXII. To obtain technical resources support by networking with the existing national and State level academic, training and research institutions, or through establishment of new ones.
- XXIII. To advise the State Government in formulation, execution, monitoring and evaluation of suitable measures for professional, technical, vocational education and skill development.
- XXIV. To organize conferences, symposia, workshops etc. for accomplishment of its objects.
- XXV. To create and hire academic, technical, administrative, managerial and other posts in the Mission and to make payments for the same in accordance with the State Government's Rules and Regulations.
- XXVI. To make Rules and Regulations for conduct of the affairs of the ASDM and add or amend, vary or rescind them from time to time.
- XXVII. To incur expenditure after drawing up a budget and in accordance with the Financial Rules of the Mission with due regard for economy and probity.
- XXVIII. To maintain proper accounts of income and expenditure, arrange for internal and statutory audit of the accounts in time and prepare annual reports and accounts of the Mission.
- XXIX. To take all such other actions as may deem necessary or incidental or ancillary or conducive to the achievement of the objects of the Mission.



The skill program of the state is visionary for its perceived advantages and the challenges of this program are its size, uniqueness, reach and complexity. Projects of this scale & nature require both policy level intervention and detailed execution.

ASDM contribution towards achieving the state skill target is envisioned as shown in the accompanying table. However, the final targets shall be discussed with the Implementing Agency at the time of issue of Work Order.

## **6.2. Challenges for Skill Development in Assam**

1. Coordination in Skilling Programmes in the state: There are 21 state departments which are engaged in skill delivery under various central and state schemes. However, there needs to be a more collaborative approach so as to avoid duplication of efforts and share knowledge and learning from experiences. There is an urgent requirement to bring delivering of skill programs and the skilling within a single umbrella to enable convergence.
2. Infrastructure for skill Development: The existing infrastructure capability of the state can cater a small fraction of the skill training targets set for the state. Hence infrastructure needs to be created with the active participation of private players. The solution required should be such that it not only meets the scale, but also has speed, and standards of skilling & training not only for Indian markets, but also global workforce. ICT led innovative models are required to be explored.
3. Facilitation and Focus of Skill Training: The presence of number of Training Partners in the state is not adequate and inclusion of new training partners should be considered on high priority. Capable training partners both from the national level and the state level should be facilitated for the skill training delivery.
4. Introduction of Skilling/ Vocational Training in the education system: The state of Assam has experienced a high dropout rate in its education system, secondary level upward. Considering this, it might be beneficial to introduce vocational trainings at school level. This can be expected to have twin effects, the first, enabling those dropping out, having some level of skill leading to employment and the second motivating possible drop outs to continue education.
5. Labour Market Information System (LMIS) for the State: The use of technology, especially information technology should be in place for an efficient skill delivery system. The development of State Labour MIS would be a good initiative in this direction. It needs to cater to all the stakeholders i.e. trainees, training partners, employers and the state departments. It was suggested that since a National LMIS is also being developed, there should be a strong integration between the National and State level LMIS.
6. Inclusion of Private Sector Enterprises and PSUs: As they would be the prime beneficiaries of an improved skilled labour force the private sector and the PSUs should be collaborated for developing the eco system of the skill sector and take lead in defining skill requirements.
7. IT scenario in the state: Considering the low development of IT/ ITES and other Service sector industries, but an emerging talent pool and quality institutions, it is suggested that the state departments should work towards promoting the sector in the state.
8. Inclusion of Tribal Population & Women of the Society: On an observation that skill delivery is currently restricted to the urban areas of the state, it is recommended that expansion of such trainings into the rural areas be pursued with vigour. The skill delivery system should be able to benefit the poor of the state, the tribal population and the women with enhancement of basic skills in their occupation.
9. Innovation: Innovative sector achievement to be mentioned
10. Lack of industrial base: The state of Assam lacks a strong industrial base for students leading to fewer placement opportunities.

### **6.3. Scope of Work**

#### **Overview:**

The scope of work for the Bidder includes Requirements Study, Solution Design, Solution Development, Testing, Implementation and Maintenance of the solution

1. Portal Application design, development and implementation
2. Identification of specifications for hardware and system software required for the portal
3. Deployment of the Portal
4. Maintenance of IT solution for contract period with L1 and L2 support.
5. Providing training on various modules and functionalities of the Portal to ASDM officials, TPs, other stakeholders
6. Various modules to be developed by Bidder for ASDM will be –
  - i. Learner Tracking System
  - ii. Trainer Tracking System
  - iii. Learning Management System – Online and Offline content availability
  - iv. Financial & Asset Management System – Generation of integrated reports involving both physical & financial targets & achievements, budget monitoring on real time basis, Integration with 3<sup>rd</sup> party systems like Banks payment system, Mail gateways, SMS gateways, complete accounting for various transactions (receipts, payments, consumable & non consumable assets etc ) of the Mission, penalty and performance tracking as stipulated in the RFP
  - v. Training Centre Tracking System
  - vi. External Employer Tracking System / Placements – with job search engines, job posting, employer login, integration with leading employment portals, interview scheduling.
  - vii. Document & Workflow Management System
  - viii. Web Portal for ASDM with SMS alert & payment gate way integration
  - ix. MIS Dashboard for generating different reports as put in the RFP
  - x. Integration with employment exchange databases and leading job portals
  - xi. Integration with Sector Skill Councils, Assessment and Certification modules
  - xii. Stakeholder / Administrator management
  - xiii. Analytics driven platform

#### **Portal Application design, development and implementation**

The Bidder shall be entirely responsible for proposing the Solution which satisfies all features, functions and performance as described in the document. The bidder shall be responsible for design, development, and implementation of the proposed solution.

The overall objective of portal is –

1. Streamline reporting: Provide online interfaces to district level nodal officers and Jt. Directors to submit report, store in structured format, and generate DPMU based & consolidated financial & other performance reports. Avoid movement of spread-sheets and faxed copies of reports e.g. Village progress information
2. Avoid duplicate data entry: Capture information at the source, and design systems to capture absolute minimum required fields for data entry, at each stage of the work-flow. Data entry will be taken care by ASDM and any Data Migration is out of scope.
3. Dashboards and MIS reports: MIS reports should help a small team of ASDM officers to work effectively, provide required summary information. Broader reach: ASDM will oversee implementation in 33 districts. A central portal must provide required interfaces to stake holders to avoid delays due to manual processes.

4. Transparency and timely availability of information: An IT portal should provide required information to stake holders with limited or no manual intervention. Participating agencies should be provided pre-approved reports and access to necessary details directly from the portal.
5. Monitoring and Evaluation: Modern technologies that allow video capture of student participation and monitoring of the work should be a key feature of the portal so that there is no proxy / hoax attendance etc. The system should provide business logic and simple analytics capability to monitor and evaluate the performance under various schemes.
6. Payments: No Human interface of any sought of payment will be allowed. System should be integrated with payment system to initiate fund transfer instructions for approved payments to Training Partners, Social Mobilization agencies and other stake holders, while payment reconciliation will be offline. Also, develop Training Center, Service Provider & ASDM based financial reports with compliance as required by state & other statutory bodies.
7. User friendly interface: Considering the level of current familiarity in the state, and other stake holders a user friendly system is required.
8. Has a robust work flow and search engines for content, course, jobs, placements, schemes etc. identification & matching.
9. Language: The system should have English language interface. It should allow English data entry in selected forms.
10. Scalable and Secure architecture: An IT portal should be secure and should be able to grow with increased demand without re-writing entire application from scratch.
11. Training: An emphasis must be on training end users to effectively use IT portal features and provide initial hand-holding.
12. MIS Reports: MIS reports for all parameters will be made available through the portal.
13. Application maintenance and post-implementation support: A support is required for bug fixes, handle CRs, and active entities (other than candidates) support.

The agency will adopt adaptive software designing so that it is easily scalable in future as and when required. e.g. plug in architecture based software designing.

**6.4. Modules and Functionalities:** The envisaged ASDM Portal & MIS System to be developed by the Agency would comprise of the following modules. The functionalities would contain the heads including but not limited to the following.

S. No.	System	Indicative Functions
1	<b>Web Portal</b>	<ol style="list-style-type: none"> <li>1. Single point of access and Single-sign-on</li> <li>2. Monitoring &amp; Evaluation of the Skill Development Programmes.</li> <li>3. SMS alert &amp; payment gateway integration</li> <li>4. Dashboards and MIS</li> <li>5. Setting up information and services from users' perspective</li> <li>6. Stakeholders should be able to report exceptions/irregularities/ feedback in the portal allowing photos/videos and other documents.</li> </ol>
2	<b>Learner Tracking System</b>	<ol style="list-style-type: none"> <li>1. Candidate Registration</li> <li>2. Proof validations</li> <li>3. Enrolment</li> <li>4. Batch Creation</li> <li>5. Allocation of batch</li> <li>6. Attendance records</li> <li>7. Assessment results</li> <li>8. Certification</li> <li>9. Incentives to successful candidates</li> <li>10. Real time monitoring of attendance of trainers and trainees.</li> </ol>
3	<b>Trainer Tracking System</b>	<ol style="list-style-type: none"> <li>1. Incentive to better performers and penalize low performers</li> <li>2. Transparent process for calculation of payments and penalties due at end of each month</li> <li>3. Timely payments</li> <li>4. Direct payments to Training Partners (TP) and Assessment Bodies (AB) account without an intermediary</li> </ol>
4	<b>Training Centre Tracking System</b>	<ol style="list-style-type: none"> <li>1. Provision to maintain masters for test centers</li> <li>2. Provision to request new centers, courses, batches</li> <li>3. Provision to approve above requests</li> <li>4. Realistic Target allocation to Training Partners based on the TP profiling through IT systems.</li> <li>5. Target Achievement Tracking.</li> <li>6. Visibility on the availability of training centers with desired facilities across blocks of the State.</li> <li>7. Tracking completion of training, assessment and issuance of Certificate to the Candidates.</li> <li>8. Online tracking of payments made to training providers.</li> <li>9. Report Facilitate:</li> </ol>

		<ul style="list-style-type: none"> <li>a. Sector-course target</li> <li>b. District wise target</li> <li>c. Pool of master trainers and curriculum designers</li> <li>d. Minimum desired batches per cycle</li> </ul> <p>10. Allowing Real time Monitoring of attendance (biometric attendance) of the trainer &amp; trainees. IT &amp; MIS Portal should be able to support any biometric attendance system available in the market.</p> <p>11. Live CCTV monitoring training centre wise.</p>
<b>5</b>	<b>Document &amp; Workflow Management System</b>	<ul style="list-style-type: none"> <li>1. Add/modify/purge documents (RFP, memos, scanned copies of signed contracts and GO, signed field inspection reports, monthly performance reports)</li> <li>2. Approve/Reject workflow customized as per departments guidelines</li> <li>3. Maintain previous versions of documents</li> <li>4. Document Upload &amp; Retrieval</li> <li>5. Creation, review, approval</li> <li>6. Version Control</li> <li>7. Security Access Control</li> <li>8. Searching Indexing Capability</li> <li>9. Supports Multiple file type</li> <li>10. Alert Notification</li> </ul>
<b>6</b>	<b>MIS Dashboard</b>	<ul style="list-style-type: none"> <li>1. Dashboards for the stakeholders</li> <li>2. Customized reports and various dashboards to assist Mission users in making decisions</li> <li>3. Integrated view and dashboard for all the programme tracks and programmes state-wide roll out status.</li> <li>4. DPMU Monthly Project Performance Report</li> <li>5. SPMU + CPMU Monthly Performance Report</li> </ul>
<b>7</b>	<b>Learning Management System</b>	<ul style="list-style-type: none"> <li>1. Online and Offline content availability</li> <li>2. Localisation</li> <li>3. Easy way for instructors to take attendance, ideally using a mobile device such as a phone or tablet</li> <li>4. Learner performance in an instructor-led course can be graded by an instructor</li> <li>5. Students are automatically notified if a change is made to the scheduling of an instructor-led courses</li> <li>6. Clear e-mail communication regarding enrolment, session reminders, and course completion to learners</li> </ul>
<b>8</b>	<b>External Employer Tracking System / Placements</b>	<ul style="list-style-type: none"> <li>1. Job search engines</li> <li>2. Job posting</li> <li>3. Registration of Employers and Employer Login</li> <li>4. Integration with Leading employment portals</li> <li>5. Interview scheduling</li> </ul>

		<ol style="list-style-type: none"> <li>6. Integration with employment exchange databases and leading job portals</li> <li>7. Integration with Sector Skill Councils, Assessment and Certification modules</li> <li>8. External industry partners should be able to provide suggestions, requirement details etc.</li> <li>9. Candidate post placement status should be available for tracking for minimum 6 months.</li> </ol>
<b>9</b>	<b>Assessment Module</b>	<ol style="list-style-type: none"> <li>1. Online registration of the Assessing bodies.</li> <li>2. Requirement / Demand based Assessment Agency/Assessor Allocation and Assessment Scheduling.</li> <li>3. Tracking of completion of assessment and issuance of Certificate to the trained Candidates.</li> <li>4. Tracking Availability of Pool of Master Assessors.</li> </ol>
<b>10</b>	<b>Stakeholder / Administrator Management</b>	<ol style="list-style-type: none"> <li>1. Integrated view and dashboard for all the programme tracks and programmes state-wide roll out status.</li> <li>2. Near paperless/Seamless and hassle free registration of the Candidates/Training Partners/Assessment Bodies/Employers and complete tracking of their life cycles.</li> <li>3. Completion of training, assessment and issuance of Certificate to the trained Candidates. Online monitoring of: <ol style="list-style-type: none"> <li>a. Project Plan</li> <li>b. Training Partner performance against targets</li> <li>c. Batch Management</li> <li>d. Assessment &amp; Certification</li> <li>e. Placement &amp; Post Placement Support</li> <li>f. Utilization Certificates for schemes</li> </ol> </li> <li>4. Facilitate in achieving: <ol style="list-style-type: none"> <li>a. Sector-course target</li> <li>b. District wise target</li> <li>c. Pool of master trainers, curriculum designers and assessors</li> <li>d. Minimum desired batches per cycle</li> <li>e. Regular attendance of the trainer &amp; trainees</li> </ol> </li> <li>5. Triggers for in-time &amp; proper disbursement of linked incentives to the candidate, TPs, Assessing Bodies and consultants</li> </ol>
<b>11</b>	<b>Analytics</b>	<ol style="list-style-type: none"> <li>1. Attrition Analysis for candidates dropping out at various stages during training</li> <li>2. Candidate's present/absenteeism analysis based on TC/JobRole/District wise.</li> </ol>

		<ol style="list-style-type: none"> <li>3. Candidate profiling basis relevant demographic parameters.</li> <li>4. Online Training Efficiency</li> <li>5. Fraud Detection</li> <li>6. Monitor efficiency of trainer, training quality, training centre infrastructure, teaching learning materials, certification, etc.</li> <li>7. Appraisal and monitoring of TPs/ ABs – Training targets assigned, funds allocation, variance of Training Target achieved, course correction/ capacity realignment</li> </ol>
<b>12</b>	<b>Financial Management System</b>	<ul style="list-style-type: none"> <li>○ Integration with 3rd party systems like Banks payment system, Mail gateways, SMS gateways, Financial reconciliation for various payments, penalty and performance tracking as applicable</li> <li>○ Provision to maintain fees master for courses, other types of payments</li> <li>○ Monthly reports for payment due per TP, per AB, per candidate, with detailed breakup</li> <li>○ Approval</li> <li>○ Complete accounting of all financial transactions.</li> <li>○ Asset management.</li> <li>○ Budget Monitoring.</li> <li>○ Generation of various reports regarding statutory liabilities like income tax, GST, Professional tax etc.</li> <li>○ Generation of various financial statements like trial balance, balance sheet and the like.</li> <li>○ Integration of financial reports with various physical target based reports so as to provide a holistic view of the mission activities.</li> <li>○ Development of comprehensive financial management system to provide solutions to the management.</li> </ul>

\*The IT/MIS portal envisaged to have SMS/email integration so that notifications/alerts reach the stakeholders at different stages of workflow (wherever deems fit) under the modules.

\* The IT/MIS portal needs to be integrated with the functionalities of mobile application available with ASDM so that data porting between these two applications must be possible

### Requirement Study

The bidder shall perform the detailed assessment of the Solution requirements as mentioned in this section. Based on the understanding and its own individual assessment, Bidder shall develop & finalize the Functional Requirements Specifications (FRS) and the System Requirement Specifications (SRS) in consultation with ASDM.

- Bidder shall bring in domain experts during the study

- Bidder shall translate all the requirements mentioned in the document into System Requirements
- Bidder shall follow standardized template for requirements capturing
- Bidder must maintain traceability matrix from SRS stage for the entire implementation
- Bidder shall follow Open standards, inter operable and gets integrated with other standard systems and applications / state / departmental portals.

### Design

The bidder shall design the solution architecture and specifications for meeting the requirements mentioned as part of this document. The Bidder shall be entirely responsible for the design and architecture of the system implemented to satisfy all requirements as described in this document including sizing of the required hardware.

### Development

The bidder shall carefully consider the scope of work and provide a solution that best meets ASDM requirements. The successful Bidder shall identify, design and develop components / functionalities required to address the ASDM requirements mentioned in this RFP.

### Testing

The bidder shall provide the Testing strategy including traceability matrix, Test Cases and conduct testing of various components of the software developed/customized (e.g. including conference room pilots, unit tests, System integration tests, Stress tests, Security Testing and final user acceptance test.). Details of the testing strategy and approach should be provided in the response. The bidder is responsible to identify and inform the ASDM regarding testing requirements and impacts.

Bidder shall provide complete support to ASDM team or their representatives at the time of user acceptance testing. It would be bidder's responsibility to ensure that all issues raised during User Acceptance Testing (UAT) are closed and signed-off from respective authority.

### Handholding Support

Bidder shall also provide hand-holding support to ASDM's personnel for a period of three months from the date of Go-Live of respective application. These personnel must be clearly identified exclusively for this role. Bidder shall provide at least 2 people for hand-holding support at ASDM.

Bidder shall handover at the end of maintenance period: Latest source code, manuals, guidelines must be handed over to at the end of maintenance period. This will include softcopy of following set of documents

- Source code, latest version
- Application installation and configuration
- User manual for all active entities

### Key Requirements

Implementing Agencies are advised to assess the features available on the current work being done by ASDM, Govt. of Assam and submit its technical & financial proposal as a value add to the portal which is under deployment and development as well. Bidders are however free to quote more cost effective solutions meeting all technical & functional features as per requirements put above.

However, during the bidder's design and development phase of the required portal, ASDM will continue using the existing portal till the new portal gets rolled over. However, the timelines as indicated in the RFP will have to be maintained.

### Third Party Audit (Security and Performance Audit)

ASDM may appoint a third party auditor who shall be responsible for performing the Performance



and Security Audit of the Portal. The Bidder needs to ensure that the Portal is in compliance with the Security Policy and Guidelines released by UIDAI and DeitY.

The third-party agency appointed by the ASDM shall conduct audit on minimum below mentioned parameters. The cost of audit shall be borne by the ASDM; however, the cost of rectification of non-compliances by the Bidder shall be borne by the Bidder.

#### Online Help / Reference

It is also proposed that the training contents / User Manuals be made available to Users in downloadable (PDF) format so that the Users may refer / download it for their own personal reference as and when needed.

Also Bidder will provide online interface for the user to log their issue and which can be resolved by team deployed by bidder.

#### Go-Live Preparedness and Go-Live

- Bidder shall prepare and agree with ASDM, the detailed plan for Go-Live.
- The Bidder shall define and agree with ASDM, the criteria for Go-Live and the timelines for the same.
- Bidder shall submit signed-off UAT report (issue closure report) ensuring all issues raised during UAT are being resolved prior to go-live.
- Bidder shall ensure that Go – Live criteria as mentioned in Go – Live plan is met and take approval from ASDM team on the same.
- Go-live of the application shall be done as per the finalized and agreed upon Go-Live plan

#### Operation & Maintenance

##### Application Support

Application support includes, but not limited to, production monitoring, troubleshooting and addressing the functionality, availability and performance issues, implementing the system change requests etc. The bidder shall keep the application software in good working order; perform changes and upgrades to applications as requested by the ASDM team. Key activities to be performed by bidder in the application support phase are as follows:

##### Compliance to SLA

- The bidder shall ensure compliance to SLAs as indicated in this RFP and any upgrades/major changes to the software shall be accordingly planned by bidder ensuring the SLA requirements are met at no additional cost to the ASDM.

##### Annual Technology Support

- The bidder shall be responsible for arranging for annual technology support for the products to ASDM provided by respective OEMs. ASDM would require ATS for a period of 3 years from the date of go-live of all the applications.

##### Application Software Maintenance

- The bidder shall address all the errors/bugs/gaps in the functionality in the solution implemented by the bidder (vis-à-vis the FRS and SRS signed off) at no additional cost during the support phase.
- All patches and upgrades from OEMs shall be implemented by the bidder ensuring customization done in the solution as per the ASDM's requirements are applied. Technical upgrade of the

installation to the new version, as and when required, shall be done by the bidder.

- Any changes/upgrades to the software performed during the support phase shall subject to the comprehensive and integrated testing by the bidder to ensure that the changes implemented in the system meets the specified requirements and doesn't impact any other function of the system.
- Issue log for the errors and bugs identified in the solution and any change done in the solution shall be maintained by the bidder and periodically submitted to the ASDM team.

#### Problem identification and Resolution

- Errors and bugs that persist for a long time, impact a wider range of users and is difficult to resolve becomes a problem. Bidder shall identify and resolve all the application problems in the identified solution (e.g. system malfunctions, performance problems and data corruption etc.).
- Monthly report on problem identified and resolved would be submitted to ASDM team along with the recommended resolution.

#### Change and Version Control

All planned changes to application systems and hardware shall be coordinated within established Change control processes to ensure that:

- Appropriate communication on change required has taken place
- Proper approvals have been received
- Schedules have been adjusted to minimize impact on the production environment

The bidder shall define the Software Change Management and Version control process. For any changes to the solution, bidder has to prepare detailed documentation including proposed changes, impact to the system in terms of functional outcomes/additional features added to the system etc.

- Maintain configuration information: Bidder shall maintain version control and configuration information for application software and any system documentation.
- Maintain System documentation: Bidder shall maintain and update documentation of the software system ensuring that:
  - Source code is documented
  - Functional specifications are documented
  - Application documentation is updated to reflect on-going maintenance and enhancements including FRS and SRS, in accordance with the defined standards
  - User manuals and training manuals are updated to reflect on-going changes/enhancements
  - Standard practices are adopted and followed in respect of version control and management.

### Section 7. Suggested Minimum Deliverables and Payment Terms

Sr. No.	Deliverable	Timeline (Months)	Payments proportion
1.	Signing of Contract	T	
2.	Deployment of Resources	T+15 days	5%
3.	Submission of Requirement Assessment Report	T+2	5%
4.	Submission and Acceptance of FRS report	T+3	8%
5.	Submission and Acceptance of SRS report	T+4	8%
6.	Soft launch of ASDM IT & MIS portal	T+7	8%
7.	STQC Certification	T+9	8%
8.	Go-live of ASDM IT & MIS portal	T+9	22%
9.	Operation & Maintenance Support after Go-Live	T+9	36% (Quarterly for the period of 27 months after Go-Live)

## Appendix-I: Performance Bank Guarantee Format

To,

**Mission Director**

Assam Skill Development Mission  
Nayantara Building 5<sup>th</sup> Floor, Six Mile Guwahati – 781022  
Email: [missiondirector.asdm@gmail.com](mailto:missiondirector.asdm@gmail.com)

WHEREAS .....Name and address of Implementing Agency (hereinafter called “the IA”) has undertaken, in pursuance of your Letter No..... dated.....to provide the services to the Assam Skill Development Mission (ASDM), Department of Skill, Employment & Entrepreneurship, Government of Assam on terms and conditions set forth in the said letter.

AND WHEREAS it has been stipulated by you in the said letter that the Implementing Agency shall furnish you with a Bank Guarantee by a Nationalized / Scheduled Bank for the sum specified therein as security for compliance with his obligations in accordance with the terms and conditions set forth in the said letter;

AND WHEREAS we have agreed to give the Implementing Agency such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you on behalf of the Implementing Agency up to a total of..... [amount of Guarantee] [in words], such sum being payable in the type and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... as aforesaid without your needing to prove or to show ground so reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Implementing Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract of the services to be performed there under or of any of the Contract documents which may be made between you and the Implementing Agency shall in any way release us from any liability under this guarantee, and whereby by waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Implementing Agency or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs..... and the guarantee shall remain valid till unless a claim or a demand or a request for extension in writing is made upon us on or before..... all our liability under this guarantee shall cease.

This guarantee shall be valid for 42 months from the date of a foresaid letter and may be extendable, if required.

Signature and Seal of the Guarantor	In presence of
	1. _____
Name and Designation: _____	(Name, Signature & Occupation)
(Name, Signature & Occupation)	
Name of the Bank: _____	2. _____
Address: _____	(Name, Signature & Occupation)
_____	
Date: _____	
Address: _____	
_____	
_____	

<sup>2</sup> Shall be equal to the amount stipulated in the aforesaid letter dated \_\_\_\_\_

## Appendix-II: Power of Attorney Format

### POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

Be it acknowledged that, we ..... (name of the firm and address of the registered office), the undersigned, do hereby grant a limited and specific power of attorney to Mr/ Ms (name) ....., son/daughter/wife of ..... and presently residing at ....., 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 proposal in response to the RFP NO.....for Selection of Implementing Agency for Design Development and Support of an IT Portal & MIS floated by Assam Skill Development Mission (ASDM).

The attorney is fully authorized for providing information/ responses to ASDM, representing us in all matters before ASDM including negotiations with ASDM, signing and execution of all agreements and undertakings consequent to acceptance of our proposal, and generally dealing with ASDM in all matters in connection with or relating to or arising out of our proposal for the said Tender.

The Power of Attorney is effective upon execution and will be valid until revoked and a notice thereupon is given to ASDM.

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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 .....

(Signature, name, designation and address of Principal)

Accepted

.....  
(Signature)  
(Name, Title and Address of the Attorney)

Witnesses:

1. \_\_\_\_\_ 2. \_\_\_\_\_

### APPENDIX III: Service Level Metrics

The minimum expected service levels from the IA and the criticality, response and resolution time are described below:

No.	SLA Description	Phase	Criticality	Response window	Resolution window
1.	Timeline violation in submission of deliverable	Project planning, Design & Implementation	Critical	Immediate	Immediate
2.	Entire portal is not functional	Operation & Maintenance	Critical	15 min	1-2 hr
3.	Any particular module is non functional	Operation & Maintenance	High	1 hr	2-4 hr
4.	Any particular section in a module is not functional	Operation & Maintenance	Moderate	2 hr	4-8 hr
5.	Replacement of Human Resource	Project life Cycle	Critical	Immediate	60 days within submission of change request

Note: In certain cases if malfunctioning/ non-functioning of a particular section inside a module makes the entire module down. Then the criticality of the incident shall be considered “High”.

- Delays in submission of deliverable: Delay in delivery of any deliverable as mentioned in Section 7, shall incur penalty of 5% of the payment linked to the deliverable for every week of delay. If the value of penalty accumulated at any time in the Contract, is more than 20% of the total Contract value, then ASDM shall reserve the right to terminate the contract
- Delay in incident resolution may incur penalty of 0.5% of the Contract value per incident as stipulated in the table above. Non-compliance or failure to meet the service levels agreed for more than 4 times in a month, may lead to termination of the contract.
- Delay in providing substitute human resource within 60 days of placing such change request and on its approval by ASDM, may incur penalty of 50% of fee agreed for that particular resource for the remaining period of the contract

**APPENDIX IV: STANDARD FORM OF CONTRACT**

**CONTRACT for Design, Development and Support of IT portal and MIS for Assam Skill Development Mission**

**Contract No.** \_\_\_\_\_

**Between**

**Assam Skill Development Mission**

**And**

\_\_\_\_\_  
(Name of the Implementing Agency)

Dated:



### Form of Contract

This CONTRACT (hereinafter called the “Contract for Implementing Agency”) is made the ..... day of the .....month 2018, between, on the one hand, MISSION DIRECTOR, Assam Skill Development Mission, Government of Assam. (Hereinafter called the “Client”) and, on the other hand, ..... (hereinafter called the “IA”).

### WHEREAS

- (a) The Client has requested the IA to provide certain services as defined in Section 6 of the RFP No.....dated..... (hereinafter called the RFP);
- (b) The IA, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) Overview of the Project (As per the Section 1 of RFP)
  - (b) Data Sheet & Instructions to Bidders (As per Section 2 of RFP no)
  - (c) Technical Proposal (As submitted by the IA in Form Tec1,2,3,4 and 5 of Section 4 of the RFP and any other documents submitted as part of the proposal
  - (d) Financial Proposal (As submitted by the IA in Form Fin 1 and 2 of Section 5 of the RFP and any other documents submitted as part of the proposal
  - (e) Terms of Reference (As per Section 6 of the RFP)
  - (f) Suggested minimum deliverables& Payment Terms (As per Section 7 of the RFP)
  - (g) Appendix III: Service Level Metrics
  - (h) Performance Bank Guarantee submitted by the IA as per the terms of the RFP
- 2. The mutual rights and obligations of the Client and the IA shall be as per the Terms and conditions as defined in the RFP.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

**Mission Director**

**Assam Skill Development Mission**

**Nayantara Building 5th Floor, Six Mile Guwahati - 780122**

**Email: [missiondirector.asdm@gmail.com](mailto:missiondirector.asdm@gmail.com)**

**Contact: 0361-2339745**

*[Authorized Representative of the Client]*

For and on behalf of *[Name of Implementing Agency]*

*[Authorized Representative of the Implementing Agency]*

**Glossary**

<b>Abbreviation</b>	<b>Meaning</b>
ASDM	Assam Skill Development Mission
RFP	Request For Proposal
TP	Training Partner
TC	Training Centre
AB	Assessing Bodies
IA	Implementing Agency
SLA	Service Level Agreement
ITB	Instruction to Bidder
QCBS	Quality cum cost based system
ICT	Information and communication Technology
MIS	Management Information System
IT	Information Technology
LOI	Letter of Intent
EMD	Earnest Money Deposit
TOR	Terms of Reference

End of the Document