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Notice Inviting Tender (NIT)

Selection of Implementing Agency for Upgradation and Customization of IT & MIS system for Assam Skill Development Mission.



NIT NO ASDM-3457/2024/080 dated 05.03.2024

**GOVT. OF ASSAM
ASSAM SKILL DEVELOPMENT MISSION
KATABARI, NH: 37 GARCHUK: GUWAHATI-781035**

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The information contained in this Notice Inviting tender (NIT) document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority/Client or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this NIT and such other terms and conditions subject to which such information is provided. The purpose of this NIT is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this NIT. This NIT includes statements, which reflect various assumptions and assessments arrived at by the Authority/Client in relation to the programme implementation. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This NIT may not be appropriate for all persons, and it is not possible for the Authority/Client, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this NIT. The assumptions, assessments, statements and information contained in this NIT, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this NIT and obtain independent advice from appropriate sources. Information provided in this NIT to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority/Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The Authority/Client, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this NIT or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the NIT and any assessment, assumption, statement or information contained therein or deemed to form part of this NIT or arising in any way in this Selection Process. The Authority/Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused a rising from reliance of any Applicant on the statements contained in this NIT. The Authority/Client may in its absolute discretion, but without being under any obligation to do so, Amend or implement the information, assessment or assumption contained in this NIT.

The issue of this NIT does not imply that the Authority/Client is bound to empanel one or more Applicant(s) or to appoint the Selected Applicants, as the case may be, for the implementation of the programme and the Authority/Client reserves the right to cancel the tender process or to reject all or any of the Proposals without assigning any reasons what so ever.

TENDER NOTICE

Tender No: ASDM-3457/2024/080

Date: 05.03.2024

Online Tenders are invited on behalf of Assam Skill Development Mission from esteemed firms/agencies/companies/societies/partnership firms for **“Selection of Implementing Agency for Upgradation and Customization of IT & MIS system for Assam Skill Development Mission”**.

The interested firms/agencies/companies/societies/partnership firms may submit their proposals online in www.assamtenders.gov.in on or before 26.03.2024 Up to 05:00 PM IST.

The Tender documents can be seen/ obtained from <http://www.sppp.assam.gov.in> & www.assamtenders.gov.in from 05.03.2024 at 05:00 PM IST.

1. The last date of submission of tender document is 26.03.2024 Up to 05:00 PM IST.
2. The bid will be opened on 27.03.2024 at 03:00 PM in the Office of the Mission Director, 5th Floor Assam Skill Development Mission, Katabari, Gorchuk, Guwahati-781035.
3. The Date & Time of Technical Presentation by Bidders will be declared in the official website of ASDM <https://asdm.assam.gov.in>
4. The Technically qualified bidders will be notified about the financial bid opening date through the official website of ASDM, <https://asdm.assam.gov.in>
5. Submission of bid shall be through online mode only.
6. Further details/corrigendum and subsequent communication may be seen at <https://asdm.assam.gov.in>
7. Pre-bid queries if any may be mailed to missiondirector.asdm@gmail.com & kishore.asdm@gmail.com on or 11.03.2024 up to 05:00 pm IST, no bid queries will be accepted after that.
8. Estimated Approximate value of the work is Rs. 108.57 lakhs.

The Tender Issuing Authority (TIA) reserves the right to accept or reject any bid/tender, and to cancel/annul the bidding process and reject all bids at any time prior to contract award.

Name of the TIA: - Assam Skill Development Mission
Address of the TIA: - 5th Floor, Assam Skill Development Mission
Bhabananda Boro Path
Garchuk, Guwahati-781035

Sd/-
Mission Director
Assam Skill Development Mission

1. Overview of ASDM

Assam Skill Development Mission (ASDM) is registered under Society Registration Act, 1860 in 2015 and is working under the aegis of Skill, Employment & Entrepreneurship Department (SEED), and Government. The Mission started functioning from January, 2017 as an apex body of all skill the state to achieve skilling and gainful employment for the youth of the state. ASDM also aims at creating a sustainable skill ecosystem for convergence of quality skills training and also encourage budding entrepreneurs in different sectors. ASDM is implementing the state-funded Placement linked Skill Development Training Programme and Centrally-funded Pradhan Mantri Kaushal Vikas Yojana for providing short term training on various skills which are in high demand. Further, ASDM has established state of the art North East Skill Centre in collaboration with ITEES, Singapore which provides one-year certificate courses in the sectors of Beauty & Wellness, Hospitality, Housekeeping, Food and Beverage Service and Retail Services. Further more, ASDM is also implementing the establishment of the first of its kind in the entire region the Assam Skill University with financial assistance from ADB.

ASDM IT MIS portal hosted and running in State Data Center (SDC), Government of Assam

I. Server infrastructure

1. Software

The list of software installed on the servers (virtual machines) given below:

1.1 Database Server

- Operating system - Ubuntu 16.04
- Database - MySQL 5.7

1.2 Web Server/ Application Stack

- Operating system - Ubuntu 16.04
- Nginx (web server)
- PHP v7.2, Angular JS, React (front end applications)
- Node.js v10.15 (internal applications)
- Mongo v3.6
- Tomcat 7 (reports)
- Java , .NET C#(Biz Client Windows Desktop Application)

1.3 Server for IT Portal - NodeJs, MySQL Server, MongoDB, Environment OS: Ubuntu

1.4 Git Lab Ubuntu22, Nginx & Redmine tool (Project management).

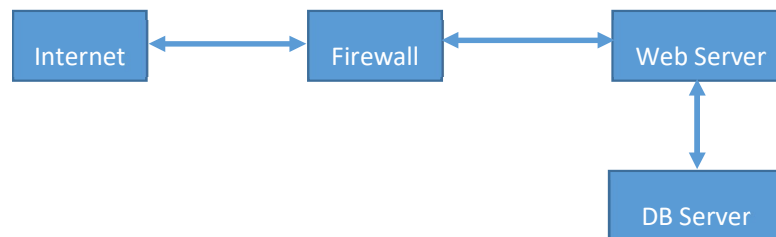
1.5 Staging/Testing Server- Ubuntu 22, NGINX, MYSQL 5.6, Node 10.16, Mongo 4

1.6 Network configuration

- **Firewall** - incoming TCP port 80(HTTP), 443(HTTPS) were opened.
- **Domain** - purchased skillmissionassam.org
- **SSL** - purchased wildcard certificate for skillmissionassam.org

2. Network Diagram Deployment Process

The deployments on the servers done as per the below process:



II. Stakeholders

II.1 External

- Training Partner (TP)
- Training Center (TC)
- Candidate
- Trainer
- Employer
- Sector Skill Councils
- Assessment Agency
- Line Department

II.2 Internal

- MD
- AMD
- PS
- File Supervisor
- File Lead
- PM Finance
- APM Finance
- DPMT
- MIS Admin

III. ASDM IT MIS Portal Web Application Servers hosted in SDC Cloud infrastructure.

III.1 Management Server

- Batch Management System
- Center Management System
- Course Management System
- Entity Management System
- Master Management System
- Module Management System
- Candidate Pool Management System
- Workflow Management System
- Work Allocation Management System
- Employer Management System
- Assessment Management System
- Dashboards and Reports
- API Integration System
- Biz-Client Bio Metric Attendance Hybrid System (Cloud & local)

III.2 Node Server

- NSDC Server
- E-mail Server
- Candidate Registration Server
- Candidate Pool Server
- Attendance Management Server
- Login Management Server
- Location Management Server
- Job Server
- CDN Server

III.3 Gateway Server

- E mail gateway
- SMS gateway
- Bank Payment gateway
- Aadhar Gateway (In process with UIDAI and DITEC)

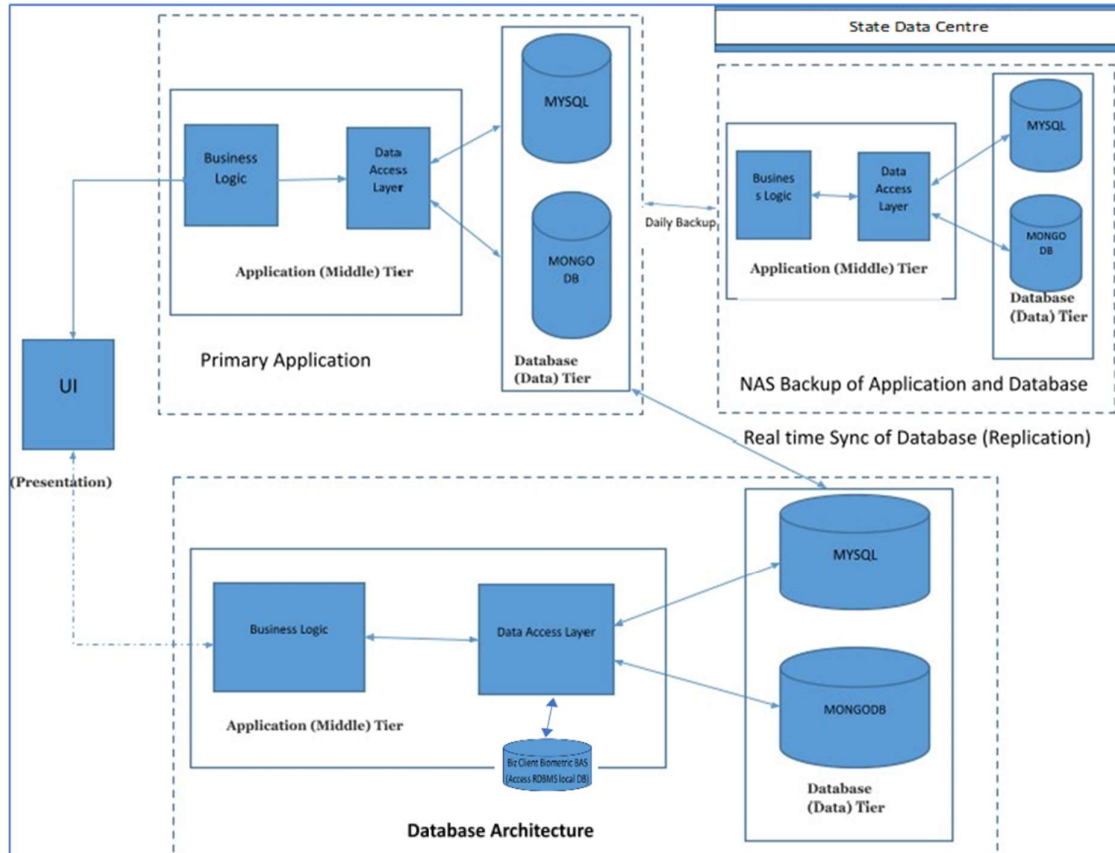
III.4 Database Server

- MySQL
- MongoDB
- Google Looker Studio

III.5 RDBMS (Biz-Client Bio metric)

- Access

IV. ASDM IT MIS Portal Database Servers hosted in SDC Cloud infrastructure.



1. SCOPE OF WORK

Introduction

ASDM has developed a Web- Portal for online registration, management, monitoring & Tracking, demand and supply facilitation of skilled manpower, online billing, verification and payment processing and documentation. The Web Portal needs to be maintained & managed by the IT professionals in the form of maintenance and operations support. Being an apex body in the state, all skilled manpower information needs to be made available in one common platform to be maintained by ASDM. For that purpose, IT convergence between all the Govt. departments working in skilling activities is essential. The IT & MIS portal of ASDM needs to be developed to cope up with the requirements for inter departmental data convergence. The IT MIS portal of ASDM will function as a one click solution for demand and supply of all skilled manpower of Assam. Also, it will help in HR Management system of ASDM.

2. Undermentioned tasks to be completed for Upgradation and Maintenance of IT MIS Portal

Sl. no	Title	Description
1	Convergence	Business Requirement Specification Team of experts to be deployed to deal with preparing and submitting a business requirement specification to handle all the business logic for the departments to be incorporated under convergence.
		Development A dedicated team to be deployed for Development of Convergence Module in IT & MIS Portal of ASDM to be used by the Departments under purview of Convergence.
		Support Support for convergence to be provided by the support cell. Support cell for convergence related matters, training and necessary support to be provided. Live dashboard to be created to monitor all activities in the portal and to create various insights Live operational and backend support to be provided to all departments under the purview of Convergence.
2	Maintenance Support	Maintenance support to be provided for smooth running of the existing ASDM IT & MIS Portal and New software developed
3		Call Centre CRM software to be implemented for mobilization of candidates, monitoring of Training centres and to mitigate public grievances.

	Call Centre CRM	Support Cell Proposal to maximize efficiency of the call centre and to use the latest technology available in the market to ensure high reachability to a wider and a diverse audience.
4	HR	Predictive analytics for future leave patterns based on historical data. Workflow management system Time management KPI for predictive modelling for employee performance Predictive modelling - Employee performance Employee Reward Management system Online Generation of Pay slip. Online Recruitment Management System. Online Salary Transfer System/attendance capture/leave management system. Leave/Attendance Management system to be tamper proof.
5	Finance	Tally ERP integration into existing MIS for Smooth and transparent financial transactions. Integration of online payment modules.
6	Mobilization	Proper mobile based mobilization application (Android and IOS) for candidates as well as mobilizers.
		Integrated preliminary psychometric test module GPS based mobilization feature to be implemented for mobilizers. App and web based feedback management system for both candidates and employers. Software for Kiosk to be developed.
7	Job Mela	Crowd management system including queue based interview scheduling system Interview result processing
8	Citizen Connect	Upgradation of ASDM skill mission website and Content Management System to latest technology and responsive User Interface and User Experience Design
9	Architecture	Frontend Major overhaul to be done to port the entire frontend codebase (AngularJS) to React or a similar modern JavaScript based framework. Look and feel of the website including user flow to be improved
		Backend Major overhaul to shift the architecture from a monolithic design to a micro service based design. Efficient soft load balancing to be implemented considering future load due to convergence. Token based Bank Module overhaul and offloading to a secure environment in order to ensure payment security.

Database and Data handling

Shift from a single instance to a high availability cluster. A Cluster consists of at least three MySQL Server instances, and it provides high-availability and scaling features. Group Replication will be enabled in the system which enables a set of instances to provide high-availability and provides high data redundancy. A Cluster provides an alternative, easy to use programmatic way to work with Group Replication.

CDN and storage

Automated CDN and storage backups to be implemented with attention to retrieval speed.

DevOps

Dev Ops practices and methodologies to be integrated and standard practices to be implemented to ensure high availability of applications and efficient use of resources.

Periodic Backups will be shifted to another VM to offload pressure on system

10	Report Generation	Advance Filtering Feature to be incorporated in Report Generation at front end for data analysis.
11	Biometric System	Upgradation of existing Bizclient Biometric system to latest technology incorporating real-time feature, Iris and Fingerprint along with Aadhaar Based AUA for AEBAS integration.
12	Miscellaneous	Any new development as and when required within the scope of NIT.

2.1 Deliverables and Payment Terms

A. New development as per Scope of work (point 2.1)

SL. No.	Deliverable	Timeline (Month)	Payment Terms
1.	Signing of Contract	T	
2.	Deployment of Resources	T+15 days	10%
3.	Submission of Requirement Assessment Report and Convergence BRS report	T+45 days	5%
4.	Submission and Acceptance of FRS report	T+2	5%
5.	Submission and Acceptance of SRS report	T+75 days	5%
6.	UAT Completion Report	T+9	5%
7.	Security Audit process by a CERT empaneled vendor before hosting.	T+10	5%
8.	Go-live of Upgraded Portal of ASDM IT & MIS along with supporting submodules	T+12	5%

B. Maintenance Support

Sl.No	IT & MIS Portal Maintenance	Timeline (Month)	Payment Terms
1	Operation & Continuous development with Maintenance Support in existing IT & MIS Portal as per Service Level Agreement (SLA).	T+3	5%
2		T+6	5%
3		T+9	5%
4		T+12	5%
5	Operation & Continuous development with Maintenance Support after Go-Live including existing IT & MIS Portal as per Service Level Agreement (SLA).	T+15	5%
6		T+18	5%
7		T+21	5%
8		T+24	5%
9		T+27	5%
10		T+30	5%
11		T+33	5%
12		T+36	5%

2.2 Responsibilities of the ASDM.

- i. Creation of Steering committee.
- ii. Appointment of a single point of contact person
- iii. Issuance of various Government orders / policy amendments as per requirement of the project.
- iv. Assigning of relevant officials as per project need.
- v. Resolution of problems and disputes arising.
- vi. Timely approval to the deliverables and release of the payments to the Consulting Firm / Agency

2.3 Responsibilities of the Selected Implementing Agency (IA).

- i. Post development, facilitate the Security Audit process by a CERT empaneled vendor before hosting.
- ii. Post Security Audit, get the portal hosted in State Data Centre (DITEC, Assam)
- iii. Research & Development and other related costs including hardware and Software during the contract period to be borne by the Implementing agency.
- iv. Onsite deployment of Resource.

2.4 Resources Required from Implementing Agency

Sl. No	Position Name	Qualification	Number of Positions	Minimum Deployment in Project	Technology tools
1	Project Lead - Min 7 years	Bachelor of Engineering/ Master of Computer Application	1	Full Time	Angular JS, Node Js, Vue JS, Java, MYSQL, Mongo DB, Git, SVN, Messaging queue, Tools : Visual Studio Code, SQLYOG, Robo3T, NGINX, WinSCP Putty, React or any modern JavaScript based framework.
2	Sr. Developer - Min 4 years	Bachelor of Engineering / Master of Computer Application	5	Full Time	Angular JS, Node Js, Vue JS, MYSQL, Git, Messaging queue, Tools : Visual Studio Code, SQLYOG, Robo3T, NGINX, WinSCP Putty, React or any modern JavaScript based framework and C#.

3		System Specialist - Min 8 years	Bachelor of Engineering, MBA (IT)	1	Full Time	CEH (Certified Ethical Hacker) CHFI (Computer Hacking Forensic Investigator) CNDA (Certified Network Defense Architect) Working on - Ubuntu any version, Mysql, Nginx,Glassfish server, mongodb, Citrix LB, Firewalls (sophos, sonicwall), React or any modern javascript based framework.
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3. Bidder Eligibility Criteria.

Sl. No	Specific Requirements	Documents Required
1.	The bidder must have office in Guwahati / Notarized declaration to open an office in Guwahati after the contract is awarded.	Registration Certificate/Certificate of Trade License must be submitted
2.	The bidder should be a registered company/firm and should have existence for at least 10 years as on opening of the bid.	Company/Firm Incorporation Certificate
3.	The bidder should never have been Blacklisted/ Barred/ Disqualified by any Regulator/ Statutory Body or any PSU	TECH-4
4.	The responding firm shall not be under a declaration of ineligibility for corrupt or fraudulent practices	
5.	The bidder must have office in Guwahati /declaration to open an office in Guwahati after the contract is awarded.	
6.	The bidder must have a valid GST Registration Certificate	Copy of GST Registration Certificate
7.	The bidder should have an minimum average annual turnover of 4 crore in last 3 (three) financial years and positive net worth (FY 2020-21, FY 2021-22, FY 2022-23)	Audited balance sheet for last three financial year and turnover certificate
8.	Bidder should have implemented at least one project in Central Government / State Government / PSU / Public listed companies with a project value of 1 crore or more in Software Development, Implementation with maintenance in DevOps.	Work order and Project completion certificate.
9.	The bidder should have a valid ISO 27001: 2013 and CMMI-3 Certification	Copy of the valid certificates

4. EARNEST MONEY DEPOSIT (EMD)

- i. Every applicant participating in the bidding process must furnish the required earnest money deposit (EMD) of Rs. 5,40,000/- (Rupees Five Lakhs Forty Thousand) Only.
- ii. EMD of an applicant 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 incase proposals are re-invited.
- iii. The EMD is to be deposited through the portal www.assamtenders.gov.in as per the mode and procedure prescribed in the website.
- iv. Refund of EMD: The EMD of unsuccessful applicants shall be refunded without any interest after completion of empanelment process.
- v. Forfeiture of EMD: The EMD taken from the applicant shall be forfeited in the following cases.
 - a) When the applicant does not sign the agreement within a period of 7 working days of issue of Letter of Invitation (LoI). Agreement to be part of Tender Document in the format as Annexure... of this document.
 - b) When the applicant withdraws or modifies his proposal after opening of proposals.
 - c) When the applicant does not deposit the Performance Guarantee in the form of Bank Guarantee before the Agreement is signed.
 - d) To adjust any dues against the firm from any other Agreement with Assam Skill Development Mission.
 - e) Rejection of proposal on account of Corrupt and Fraudulent Practices as outlined in this NIT

5. Cost of Bid Document

The Bidder has to pay in online mode an amount of Rs. 5,000/- (Non Refundable) as cost of Bid Document in <https://assamtender.gov.in>. Bids received without Tender Document Fees will be summarily rejected.

6. Procedure for Bid Submission: The bidders are requested to submit the following:

- i. Technical bid along with the Response to Pre-Qualification Criteria, Tender document fees and Earnest Money Deposit one-procurement portal.

- ii. Financial Proposal on e-procurement portal. **No hard copy of financial proposal is to be submitted.**

7. Instruction for online submission:

Bids (Technical & Price bid) shall be submitted online on <https://assamtenders.gov.in> as detailed below: -

- i. The participating bidders in the tender should register themselves free of cost on e-procurement portal in the website <https://assamtenders.gov.in>
- ii. Bidders can log-in to e-procurement platform in secure mode only by signing with the Digital certificates.
- iii. 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.
- iv. Technical & 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.
- v. Please Note that all the formats given has to be duly filled up, signed and submitted in the bid failing which the bid submitted shall be summarily rejected. (The Agreement format is part & parcel of this NIT document and have to be submitted by the selected bidder only).

8. Selection Process

- i. A three-stage procedure will be adopted in evaluating the proposal.
- ii. In the first stage, the eligibility of the bidder will be ascertained on the basis of document provided as per qualification criteria. Bidder must fulfill the eligibility criteria.
- iii. In the second stage, a technical evaluation which will be carried out prior to opening the financial proposal.
- iv. Evaluators of Technical Proposal shall have no access to the Financial Proposals until the technical evaluation is concluded.
- v. Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference. A minimum of 70 marks will have to be obtained in technical score by bidder to qualify for the next stage of commercial bid opening and evaluation.
- vi. Quality-and Cost-Based Selection (QCBS) procedures will be followed in this NIT. The marks are distributed as - Total (100 marks) =technical marks (70%) + financial marks (30%).

- vii. In case of QCBS, the lowest evaluated Financial Proposal will be given the maximum financial score (SF) of 30 points. The financial scores (SF) of the other Financial Proposals will be computed by comparing the proposed cost.
- viii. Proposals will be ranked according to their combined technical (ST) and financial (SF) scores out of maximum weights 100. Total Score= ST (Technical Score) + SF (Financial Score). The bidder achieving the highest combined technical and financial score will be invited for signing an agreement with Assam Skill Development Mission for executing the work.
- Technical Bid Score: The Technical Bid Score '**St**' of the Bidder shall be derived as under $St = (Stm / SH)$

Where,

St is the Technical Bid Score

Stm = Total technical bid marks of the bid under consideration

SH = Highest total technical bid marks amongst all evaluated bids

The Authority reserves the right to modify the evaluation process at any time during the tendering process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder of any such change. At any time during the process of evaluation the Authority may seek specific clarifications from any or all Bidder.

Evaluation of Financial Bids

In this phase, the Financial Bids of the Bidder, who are technically qualified in Phase II, shall be considered. Formula to determine the scores for the Financial Bids shall be as follows

$$Sf = (FL / F),$$

Where,

Sf is the Financial Score

FL is the value of lowest Commercial Bid

F is the price quoted in the bid under consideration

Combined Evaluation of Technical & Financial Bid

The Total score of the Bidder will be determined as under

$$\text{Total Score (Ts)} = (70 \times St) + (30 \times Sf)$$

- ix. Assam Skill Development Mission reserves the right to accept or reject any proposal, and to annul the tendering process/Public procurement process reject the entire proposal at any time prior to

award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidder.

9. Information of the Bidder: -

Sl. No.	Information	Details to be furnished.
1.	Name of the Company/Firm	
2.	Address	
3.	Authorized representative of the company/firm with mobile no.	
4.	Registration Number (CIN Number)/Firm Registration No.	
5.	PAN Number along with a copy of PAN Card.	
6.	GST Registration No and Certificate	

10. Technical Bid

TECHNICAL BID		
Sl. No	Specific Requirements	Documents Required
1.	Average annual turnover of bidder in last 3 financial years (FY 2020-21, FY 2021-22, FY 2022-23) <ul style="list-style-type: none">• From 4 to 7 Crore: 10 Marks• More than 7 Crore to 10 Crore: 15 Marks• More than 10 Crore: 20 Marks	CA Signed Turn Over certificate. (20- Marks)
2.	Net worth of bidder in last 3 financial years (FY 2020-21, FY 2021-22, FY 2022-23) <ul style="list-style-type: none">• Up to 2 Crore: 5 Marks• More than 2 Crore to 4 Crore: 7.5 Marks• More than 4 Crore: 10 Marks	CA Signed Net Worth certificate. (10- Marks)
3.	Experience in design and development of web-based application in Central Government / State Government / PSU / Public listed companies. <ul style="list-style-type: none">• 1 to 2 Projects: 5 Mark• 3 to 5 Projects: 10 Mark• 6 to 8 Projects: 15 Marks• More than 8 projects: 20 Marks	List of work done along with Work order and completion certificate from the client. (20- Marks)
4.	Experience in design and development of web-based application in Central Government / State Government / PSU / Public listed companies. <ul style="list-style-type: none">• Up to 2 Crore: 5 Marks• More than 2 Crore to 3 Crore: 7.5 Marks• More than 3 Crore: 10 Marks	Work order and completion certificate from the client (10- Marks)
5.	Prior experience of Development/ Operation and maintenance of MIS portal application	Work order and completion certificate from the client (10- Marks)
6.	Presentation on the Maintenance & Development Methodology for the portal	Power Point Presentation of the bidder (30- Marks)
	Total mark	(100-Mark)

Note: All supporting documents for the above listed criteria should be submitted along with the bid. In absence of the supporting documents, the bid will not be considered for evaluation.

❖ No hard copy of technical bid shall be submitted

11. Financial Bid.

The Bidder has to submit the financial bid for implementing the assignment online as per the format prescribed in the online portal. (Financial bid to be submitted online on e-tender portal only) and no hard copy should be submitted.

Note: NO HARD COPY OF THE FINANCIAL SHALL BE SUBMITTED.

Evaluation of Financial Bids:

In this phase, the Financial Bids of the Bidder, who are found to be meeting the eligibility criteria and technically qualified in Phase I, shall be considered. The Financial bid shall be evaluated on the Total Fees quoted by the bidder. ASDM will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has qualified in both the Technical and Financial Evaluation, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Bid documents and (b) qualified in accordance with the provisions of Bid documents.

12. Pre Bid Queries may be sent in email id: missiondirector.asdm@gmail.com & kishore.asdm@gmail.com and in the prescribed format within 11.03.2024 **till 05:00 PM IST**

NIT clause no	Clause as per NIT	Queries

Response to pre-bid queries, if any will be uploaded within 16.03.2024 on official website of ASDM i.e. <https://asdm.assam.gov.in>. Bidders are advised to visit the website regularly for any response/corrigendum/ addendum.

13. General Terms and Conditions: -

- i. The Successful bidder will deposit Performance Security @ 5% of the contract value as in the form of DD (Demand Draft) favoring “Mission Director, Assam Skill Development Mission) payable at Guwahati. The DD is to be submitted within 15 days from the date of issue of work order. The performance security will be returned without any interest, after successful work completion.
- ii. The Successful Bidder should not seek escalation in the rates quoted during the contract period.
- iii. ASDM reserves the right to accept bid(s) from agencies resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government investigating Agencies & Vigilance Cell.
- iv. ASDM is not bound to accept any bid under this process or to assign any reason for non-acceptance. ASDM reserves its right to accept the bid in part or in full.
- v. ASDM reserves the right to withdraw/cancel the bid document partially or completely at any stage.
- vi. ASDM reserves the right to seek any clarification or waive any infirmity that it deems fit from a bidder. ASDM may reject bid if found in conflict of Interest to the subject matter of this NIT. Conflict of Interest will be decided by ASDM Authorities.
- vii. All disputes will be settled under the Jurisdiction of the Hon’ble Courts of Guwahati, Assam.

14. Force Majeure

- i. 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.
- ii. Force Majeure shall not include insufficiency of funds or failure to make any payment required here under.
- iii. 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 here under 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, epidemic, 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.

- iv. 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 here under.
- v. ASDM will decide the eventuality of Force Majeure which will be binding on both the parties.

a. 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 so far 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.

i. 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 fulfill 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.

- ii. Extension of Time: Any period within which a Party shall, pursuant to the Agreement to this NIT, 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.
- iii. Consultation: Not later than thirty (30) days after the IA (Implementing Agency) 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.

14.2 Notification procedure for Force Majeure

- I. The affected Party shall notify the other Party of a Force Majeure event within seven (7) Days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice.
- II. Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days hereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations.

14.3 Consultation and duty to mitigate

The affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate

the effects of the Force Majeure event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Parties informed through written communication of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

15. Dispute Resolution: -

The parties will try to mutually resolve any disputes as far as practically possible. In case, the dispute could not be resolved mutually, the parties will go for Arbitration.

The place of Arbitration will be at Guwahati only. Also, all legal matters arising out of this NIT, the contract will be subject to the jurisdiction of the Hon'ble courts situated at Guwahati, Assam.

16. General Terms and Conditions: -

a. Definitions of terms:

In this NIT (as hereinafter defined) the following words and expressions shall have meanings hereby assigned to them except where the context requires otherwise:

- i. "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- ii. "Implementing Agency" or "IA" means the selected agency/consultancy firm which will provide service to ASDM as per the scope of work of this NIT.
- iii. "Contract Agreement" shall mean the agreement between the ASDM Authority and the IA, duly signed by the parties to the agreement through their authorized representative, for the execution of the work as prescribed in the scope of work of this document and all terms and conditions mentioned here. (Annexure-I)
- iv. "Day" means calendar day.
- v. "ASDM" means Assam Skill Development Mission (ASDM) that has entered into the contract with the IA.
- vi. "Government" means the Government of India /Assam.
- vii. "Party" means "ASDM" being the First Party or the "Implementing Agency" being the Second Party, as the case may be, and "Parties" means both of them.
- viii. Cost & Process Norms will mean the Cost & Process norms as are notified from time to time by ASDM.
- ix. "Services" means the work to be performed by the Implementing Agency pursuant to this NIT
- x. "Third Party" means any person or entity other than "ASDM" or the "Implementing Agency".
- xi. "In writing" means communicated in written form with proof of receipt.

b. Authorized Representatives:

Any action required or permitted to be taken and any document required or permitted to be executed under this NIT by ASDM or the IA may be taken or executed by the officials as specified hereunder:

- I. Mission Director of ASDM for the First Party.
- II. Authorized person of the IA (Power of Attorney to be submitted as per TECH-2 by the IA).

c. Relationship between the Parties:

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between ASDM and the IA. The IA, subject to the Agreement under this NIT, has complete charge of their Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

d. Notices:

Any notice, request or consent required or permitted to be given or made pursuant to the contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the Contract.

e. Taxes and Duties:

- i. The IA shall be responsible for meeting all tax liabilities arising out of the Contract or in the course of provision of its services.
- ii. The income tax etc., if applicable, shall be deducted at source from the payment to the IA as per the law in force at the time of payment.

f. Fraud and Corruption:

It is ASDM's policy to require that ASDM as well as IA should observe the highest standard of ethics during the execution of the contract. Neither ASDM nor the IA shall engage in any corrupt, fraudulent, coercive or restrictive practices during the term of the Contract or any extension thereof.

In pursuance of this policy, for the purpose of this provision, the terms are set forth herein below:

- i. "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of Anything of value to influence the action of a public official in the selection process or in contract execution;
- ii. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of the contract;
- iii. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process, or affect the execution of the contract;
- iv. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among organizations with the objective of restricting or manipulating a full and fair competition in the selection process or the execution of the contract

17. Suspension:

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 the

Agreement or shall fail to perform any of its obligations under the Agreement, including the carrying out of the Services; provided that such notice of suspension:

- i. Shall specify the nature of the breach or failure, and
- ii. 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 as and when deemed fit. In case of non-fulfillment of the terms of this Agreement, ASDM reserves the right to suspend or terminate the agreement, forfeit the Performance Guarantee, recovery of the payments or installments released to the concerned IA and may also Blacklist the IA in case of malpractices.
- iii. Service of IA will be monitored, supervised and evaluated by concerned ASDM officials.

18. Termination for Default:

ASDM may, without prejudice to any other remedy for breach of Agreement, by a written notice of default of at least 30 days sent to the IA, terminate the Agreement in whole or in part. The reasons for termination shall include but not limited to the following cases:

- i. If it is discovered at any stage that the IA has been furnishing false claims or providing misleading information with respect to their service.
- ii. If the IA, in the judgment of ASDM, is found to be engaged in corrupt, fraudulent, coercive and restrictive or collusive practices in competing for or in executing the Agreement.
- iii. If the IA commits breach of any condition of the Agreement.
- iv. If the IA is dispaneled at any stage during the course of the Agreement.
- v. The IA fails to comply with any final decision reached as a result of arbitration proceedings;
- vi. The IA fails to comply to the decisions of the ASDM;
- vii. The IA submits to ASDM a statement which has a material effect on the rights, obligations or interests of ASDM and which the IA knows to be false;
- viii. As the result of Force Majeure, the IA is unable to perform a material portion of the Services beyond the stipulated time, even after giving ample opportunities by ASDM. MD, ASDM reserves the right to decide on the time frame and number of opportunities to be given to the IA.
 - a. Termination for Insolvency- ASDM may at any time terminate the Agreement by giving a notice of at least 30 days to the IA, 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.
 - b. Termination for Convenience – ASDM, by a written notice of at least 30 days sent to the IA, may terminate the Agreement, in whole or in part, at any time for its convenience. The Notice of Termination shall specify that termination is for ASDM’s convenience, the extent to which performance of the IA under the Agreement is terminated, and the date upon which such termination becomes effective.

- c. Cessation of Rights and Obligations and Services: 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,

The IA's obligation to permit inspection, copying and auditing of its accounts and records by ASDM. Upon termination of this Agreement by notice of either Party to the other Party, 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 able effort to keep expenditures for this purpose to a minimum.

- 19.** Forfeiture of Performance Security: Performance Security will be forfeited for the IA not completing the works assigned as per defined timeline.

The Performance Security submitted by the IA can be forfeited in the following cases:

- i. If the IA is disempanelled for any reason.
- ii. If the contract is terminated for default or insolvency.
- iii. Any other case, if the ASDM so decides.

20. Fairness and Good faith

Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

Operation of the Contract: The Parties recognize that it is impractical in this NIT to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

As far as possible, any disputes between the parties shall be amicably solved with mutual understanding and written consent by both the parties. The IA shall carry out and complete the Services in accordance with the provisions of the Contract; and ASDM shall make payments to the IA in accordance with the provisions of the Contract, cost norms and process norms after making relevant deductions and conduct of due diligence and audit.

21. Interpretation

If the context so requires, singular means plural and vice versa

Any waiver of a Party's rights, powers or remedies under the agreement 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.

Subject to the conditions of the above clause, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the agreement or the granting of time by either parties to the other shall prejudice, affect or restrict the right of that party under the agreement, neither shall any waiver by either party of any breach of agreement operate as waiver of any subsequent or continuing breach of agreement.

Severability: If any provision or condition of the agreement is prohibited or rendered invalid or unenforceable, such prohibitions, invalidity or unenforceability shall not affect the validity or Enforceability of any other provisions and conditions of the agreement.

22. Governing law

The Agreement shall be governed by and interpreted in accordance with the laws of the Assam State/ The Country (India).

23. Jurisdiction

The Parties to the agreement hereby submit to the jurisdiction of the Hon'ble Courts situated at Guwahati only for the purpose of actions and proceedings arising out of this contract.

24. Amicable settlement:

In case of dispute between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, the Parties may go for Arbitration.

25. Arbitration:

In the case of dispute arising upon or in relation to or in connection with the contract between ASDM/Authority and the IA, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. The arbitral proceedings shall be conducted by the sole arbitrator. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. The decision of the arbitrator shall be final and binding upon both parties and the parties agree to be bound thereby and act accordingly. The Arbitration proceedings shall be held in Guwahati, Assam only.

The limitation period for referring the dispute to the Arbitrator will be 90 days from the first instance of dispute.

26. Penalty:

In case of unsatisfactory services in any manner, notice will be issued for improvement in the service by the ASDM giving one-week time. Delay in submission of deliverables beyond more than

one week may incur penalty of 5% of the Mile stone value per deliverables as stipulated in the table above (Clause 2.1) which will be deducted from the bill amount that is due for payment. For downtime penalty will be made as per clause 28. 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. Any appeal in this case shall lie with the MD, ASDM whose decision shall be final and binding.

In case successful bidder fails in delivery of satisfactory services and the ASDM manages for such services or part thereof, recovery of additional financial liability will be affected as risk and cost from the successful bidder.

The Bank Guarantee may be forfeited for unsatisfactory service provided to the ASDM after allowing reasonable chance to set right the service deficiencies to the full satisfaction of the ASDM. The Security Deposit can be forfeited / invoked to set off claim of the ASDM for penalty.

27.

First Appellate Authority	Second Appellate Authority
Hanif Noorani, ACS , Joint Secretary to the Govt. of Assam, SEED Department. Address: D Block,4th floor, Assam Secretariat, Dispur, Ghy-06	Laya Madduri, IAS , Secretary to the Govt. of Assam, Finance Department Address: 2 nd Floor, F, Assam Secretariat, Dispur, Ghy-06 Phone No:- 0361-2237455

28. Service Level Agreement (SLA)

Service Levels, Rankings, and Priority for ASDM MIS Portal

Severity Level	Description	Target Response
1. Outage	IaaS server down	Immediate
2. Critical	High risk of server downtime	Within 30 minutes
3. Urgent	End-user impact initiated	Within 12 Hours
4. Important	Potential for performance impact if not addressed	Within 24 Hours
5. Monitor	Issue addressed but potentially impactful in the future	Within 48 hours
6. Informational	Inquiry for information	Within 72 Hours

Penalty (2.1)

Uptime	Penalty on Maintenance Support
97% to 100%	0%
95% to 96.9%	1%
90% to 94.9%	2%
80% to 89.9%	5%
70% to 79.9%	10%
60% to 69.9 %	15%
Below 60 %	25%

Service Availability

Service coverage by the [Implementing Agency] as outlined in this agreement follows the schedule specified below:

- On-site support: 9:30 A.M. to 6:00 P.M, Monday to Saturday
- Phone Support: 24-Hours.
- Email Support: 24-Hours.

Penalty Calculation Explanation:

Service Provider should depute full time dedicated resources for Maintenance Support and solution provided should be meeting the requirements specified by ASDM of instance reported and solution must resolve the issue reported, re-opened cases will be considered as Nonperforming solution and will be subject to penalty, a sample case study is elaborated below for example and self-explanatory to provide development maintenance support.

Case study:

Penalty Calculation will apply for instances where resolution by service provider is received after permissible target response according to Severity level and effective resolution time reported by ASDM, in case of delay due justification by Service Provider to be given and accepted by ASDM.

Total Value: Rs 10857000 approx.

Maintenance Support Value: 60% of total Value (10857000*60/100) = Rs 6514200 approx.

Quarterly Maintenance Support Cost: Rs 6514200/12 quarter= Rs 542850 approx

The “Penalty on Maintenance Support” is calculated based on the actual monthly service charge paid by the Client for the affected service. So, if payable Rs 542850/- Quarterly for Maintenance Support, and they had 94% uptime, they receive a Rs 531993/- Penalty (2%).

Uptime	Penalty on Maintenance Support
97% to 100%	0%
95% to 96.9%	1%
90% to 94.9%	2%
80% to 89.9%	5%
70% to 79.9%	10%
60% to 69.9 %	15%
Below 60 %	25%

Calculating the Service Level Agreement (SLA) Compliance Rate (Uptime)

For example, if a service provider achieved the agreed-upon service availability for 94% out of 500 instances reported in the maintenance period in the ASDM Ticketing tool by ASDM MIS where 470 instances assumption is marked as resolved and accepted, the compliance rate would be calculated as:

$((\text{Number of Instances resolved by service provider as per Severity Level and accepted by ASDM MIS} / \text{Total Number of Instances reported by ASDM MIS}) * 100)$

$= ((470 / 500) * 100)$

$= 94\%$

This compliance rate indicates that the service provider has achieved the defined service availability for 94% of the instances measured and penalty imposed will be 2%.

FORMATS FOR PROPOSAL SUBMISSION
(PART A)
(General and Eligibility Criteria)

TECH 1: UNDERTAKING

To
The Mission Director
Assam Skill Development Mission
Bhabananda BoroPath,Katabari
Garchuk,Guwahati,
Assam781035

I/We..... Of (insert business address) hereby submit our proposal in response to the Notice Inviting Tender [NIT] for Selection of Implementing Agency for Upgradation and Customization of IT & MIS system for Assam Skill Development Mission.

and undertake to execute and complete the services as we will be reasonably required to be performed, in accordance without proposal, the NIT requirements and the final work order to be issued by the Authority.

This NIT shall remain valid to be accepted by the Authority and shall not be withdrawn for a period of 90days from date of submission of bids.

I/We understand that the Authority reserves the right to accept / reject any application, cancel this NIT without citing any reason and the selection is at their sole discretion.

Authorized Signature
Name in full:
Company/Firm
Name Title:
Date:

TECH2: Format for Power of Attorney for Signing of Application.

Know all men by these presents that We.....(Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. /Ms.(name).....son/daughter/wife of.....and presently residing at.....who is presently employed with us and holding the position of.....as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for the "Selection of Implementing Agency for Upgradation and Customization of IT & MIS system for Assam Skill Development Mission".

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

AND 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.....

For;
(Signature, name, designation and address)

Accepted
.....
(Signature)

(Name, Title and Address of the Attorney)

Witnesses:

1. _____ 2. _____

Notes:

To be executed on stamp paper as per The Indian Stamp (Assam Amendment) Act, 2021.

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed.

TECH3: Firm Overview & Application Parameters

Name and Details of the Applicant and Authorized Representative:	
Name of Company/Firm	
Type	
Registered Address	
Head-Office Address	
Phone	
Fax	
Mobile	
Email	
Website	
Whether blacklisted by any Govt./semi-Govt. organization (If yes, by whom)	Applicant requires to submit a notarized affidavit to non-judicial stamp paper of Rs.100/-signed by the Authorized Signatory
Name of Authorized Representative	
Designation	
Mobile	
Email	

TECH 4

Self-declaration

(An affidavit on a non-judicial e stamp paper of INR 100/- signed by Authorized Signatory)

I, (name of Authorized Signatory) of..... *(Name of the Organization)*, do hereby declare, that

(Name of the Organization) is not Blacklisted/ Barred/ Disqualified by any Regulator/ Statutory Body or any PSU or by Central/State Govt. offices in India.

(Name of the Organization) is not under a declaration of ineligibility for corrupt or fraudulent practices including violation of Labour laws.

(Name of the Organization) has at least one registered / branch office located in the state of Assam/declaration to open an office in Guwahati after the contract is awarded. (Name of the place where the office is situated).

Name of the Signatory:

Designation:

Organization Email:

Phone Number:

Annexure-I

Agreement

Between

Assam Skill Development Mission (ASDM)

-AND-

.....

This Agreement is signed on dated.....at Guwahati, Assam, between **Assam Skill Development Mission** (First Party) and (Second Party), where: -

Assam Skill Development Mission (ASDM) is a registered Society under Skill Employment and Entrepreneurship Department (SEED), Government of Assam. The objective of the Mission is to provide Skill training and capacity building of unemployed youth of Assam for gainful employment (wage & self-employment) for their economic upliftment.

-AND-

.....
.....

Now, both the parties agree with the following terms: -

1. That ASDM provides Skill Development training to eligible unemployed youths in the State of Assam as per skill training norms set by Ministry of Skill Development and Entrepreneurship (MSDE), Govt. of India and as per State specific needs of Assam. For smooth implementation, transparency, efficiency and overall monitoring, records and evaluation of the activities of the Mission from time to time, ASDM has developed a Web- Portal for online registration, management, monitoring & Tracking, demand and supply facilitation of skilled manpower, online billing, verification and payment processing and documentation. The Web Portal need to be maintained & managed by the IT professionals in the form of AMC. Being an apex body in the state, all skilled manpower information needs to make available in one common platform to be maintained by ASDM. For that purpose, IT convergence between all the Govt. departments working in skilling activities is essential.

IT & MIS portal of ASDM need to be developed to cope up with the requirements for inter departmental data convergence. The IT &MIS portal of ASDM will function as a one click solution for demand and supply of all skilled manpower in Assam along with HR Management of ASDM.

2. That the Second Party shall provide for all the necessary requirements and services for Upgradation and Customization of ASDM web portal, as per the terms and conditions and requirements mentioned in the NIT No..... dated.....and related work order No. ASDM.....dated.....
3. That, the First Party shall supervise and monitor the services provided by the Second Party of the Upgradation and Customization of its web portal as per provided specifications in NIT No..... & Work order dated.....and as per requirement of ASDM and shall release payments to the Second Party on satisfactory performance as per norms set in the NIT No.....dated.....and related work order No. ASDM..... dated.....
4. That, both the parties agree to abide by all the clauses mentioned in the NIT No..... including all the Annexure dated.....and related work order No. ASDM..... dated....., including the Governing laws, penalty clauses and all Legal aspects and the same shall be treated as part and parcel of this agreement.
5. That, this Agreement shall be valid initially for three years from the date of signing and may be extended, modified or renewed further depending on the satisfactory performance of the 2nd party, further requirement of ASDM and mutual understanding between the parties. Any modifications, alterations, additions or renewal of terms of this agreement will be valid if made in writing only and agreed by both the parties.

In witness whereof the Parties have set their Respective Hands on the Day, Date and Place aforementioned and agrees to all the above clauses of this Agreement.

For and on behalf of

For and on Behalf of

Assam Skill Development Mission (ASDM).....

(Authorized Signatory)

(Authorized Signatory)

Name:

Name:

Designation:

Designation:

(Office Seal)

(Office Seal)

Witness:

Witness:

Name:

Name:

Designation:

Designation: