

NOTICE INVITING APPLICATION (NIA)

**SELECTION OF AGENCIES ON CREATION OF WEB JOB
PORTAL AS AGGREGATOR BETWEEN EMPLOYER AND
JOB SEEKER**

Tender Ref. No. 2477/2020/67



Issued by

Assam Skill Development Mission (ASDM)
Katabari, DPS Road, NH-37
Garchuk, Guwahati-781035

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The issue of this NIA 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 reject all or any of the Proposals without assigning any reasons whatsoever.

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1. INVITATION FOR BID

1.1 Issuer

Assam Skill Development Mission hereinafter referred to as ASDM invites response to this Notice Inviting Application (NIA) document from the interested and eligible bidders for submission of their technical and commercial proposals for SELECTION OF AGENCIES ON CREATION OF WEB JOB PORTAL AS AGGREGATOR BETWEEN EMPLOYER AND JOB SEEKER in accordance with the conditions and manner prescribed in this NIA document through e-tender process at <https://asdm.assam.gov.in>.

Any proposal received by ASDM after the deadline for submission of proposals as mentioned in section 1.3 'Bidding Data Sheet' of the document shall be summarily rejected and returned unopened to the bidder(s). No further correspondence whatsoever on the subject shall be entertained.

1.2 About the NIA Document

- a. This NIA provides information regarding the Project, Scope of Work, Technical requirements and other related information to the bidder(s).
- b. As should be clear from the Section 4 'Scope of Work' of this NIA, ASDM expects more than a standard proposal in response to this Request for Proposal. In particular, ASDM seeks a specific proposal responsive to this NIA in every respect and detail, rather than a mere compilation of materials and promotional information used in other transactions.
- c. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the NIA documents. Failure to furnish all information required by the NIA document or submission of a proposal not substantially responsive to the NIA documents in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the Earnest Money Deposit (EMD).

1.3 Bidding Data Sheet

S. No	Particulars	Details
1	Tender ID	ASDM-2477/2020/65
2	Tender date	19 th September, 2020
3	Selection Method	Tender will be awarded to the Bidder with the highest score based on the technical evaluation and presentation , subject to Bidder meeting the Qualification Criteria and Minimum Technical Qualification Score

S. No	Particulars	Details
4	Name of the Tender Inviting Authority	Mission Director Assam Skill Development Mission Katabari, DPS Road, NH-37 Garchuk, Guwahati-781035
5	NIA issued by	Assam Skill Development Mission
6	Availability of NIA	NIA can be downloaded from https://asdm.assam.gov.in
7	Tender Fee	Applicants are required to submit a non-refundable tender fee of Rs. 5,000/- in the form of a Demand Draft, drawn in favor of 'Assam Skill Development Mission' payable at Guwahati. <ul style="list-style-type: none"> • The Demand Draft is to be placed along with the proposal. • In case the Tender Fee is not submitted along with the proposal, then the proposal shall not be evaluated and the same shall be summarily rejected.
8	EMD	Earnest Money Deposit of INR 25,000/- (Rupees Twenty-Five thousand Only) shall be applicable. Demand Draft shall be submitted in favour of Assam Skill Development Mission payable at Guwahati from any of the nationalized scheduled commercial bank valid for entire bid validity period. The scanned copy of the EMD shall be uploaded along with the Technical Proposal at asdm.assam.gov.in .
10	Performance Bank Guarantee (PBG)	2% of the contract value signed between successful bidder and ASDM to be given in the form of Bank Guarantee as per the standard format to be submitted within 15 working days from the date of 'letter of award' issued by ASDM, valid for the entire duration of the contract

S. No	Particulars	Details
11	Address where proposals have to be submitted	Mission Director Assam Skill Development Mission Katabari, DPS Road, NH-37 Garchuk, Guwahati-781035
12	Last date and address of bid submission	Proposals must be submitted no later than 17:00 hrs, 25 th September 2020 through https://asdm.assam.gov.in
13	Date and Address for Opening of Qualification Bid and Technical bid	10:00 hrs 28 th September 2020 at Assam Skill Development Mission (ASDM) Katabari, DPS Road, NH-37 Garchuk, Guwahati-781035
14	Opening of Commercial bid for Technically Qualified bidders	To be announced later (Only Qualified Bidders shall be notified and invited)
15	Bid Validity Period	120 days from the date of submission of bids
16	Commencement of the Assignment	As per the letter of Award/Letter of Intent. This would be considered to be a valid document for all practical purposes including raising of invoices etc. until the Master Service Agreement is executed by both the parties.

1.4 Earnest Money Deposit

- a. Bidders shall submit, along with their bids, EMD for an amount of INR Twenty-five thousand only (INR 25,000 only) to be paid through Demand Draft or Banker Cheque.
- b. The EMD of all unsuccessful bidders would be refunded by ASDM within 30 days from the award of contract to the successful bidder.
- c. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee (PBG) or can be adjusted with Performance Bank Guarantee, if requested by the successful bidder.
- d. The EMD amount shall attract no interest whatsoever and will be refundable to the unsuccessful bidders without any accrued interest on it.
- e. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- f. The EMD may be forfeited:
 - i. If a bidder withdraws the bid during the period of bid validity.
 - ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this NIA.

2. INSTRUCTION TO BIDDERS

2.1 Procedure of Submission of Bids

A. The Proposal has to be submitted in online mode containing following cover stage-

A. Technical Bid Open Stage

The application procedure, eligibility criteria, evaluation methodology, terms and conditions and the scope of work are detailed in this NIA which can be seen or downloaded from www.asdm.assam.gov.in. The NIA will be available to download from the above website from 19.09.2020 to 25.09.2020 (15:00 Hrs.). The last date for submission of proposal/ bid will be 25.09.2020 up to 17.00 Hrs. Technical Bid will be opened on 28.09.2020 at 12:00 Hrs. Please refer NIA document for complete details.

The undersigned reserves the right to issue addendum/corrigendum/modification or to accept or reject any or all proposal(s) or to cancel the whole of this NIA at any stage without assigning any reason thereof and no bidder shall have any cause of action or claim against the undersigned or ASDM for the same.

B. The envelope system shall be followed for the bid. The bids submitted in Assam Skill Development Mission Head Office at Garchuk, Guwahati, Assam. The Bid shall include the following documents:

S. No.	Document Type	Document Format
1.	Bid Fee	DD in favour of Assam Skill Development Mission payable at Guwahati from any of the nationalized scheduled commercial bank should be submitted along with the Technical Bid.
2.	EMD	Bank Guarantee in favour of Assam Skill Development Mission payable at Guwahati from any of the nationalized scheduled commercial bank should be submitted along with the Technical Bid.
3.	Technical Bid	The Technical Bid shall be prepared in accordance with the requirements specified in this document and formats provided in <i>Annexure, Section I</i> of this tender document

C. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc. as per the formats given in the NIA document at <https://asdm.assam.gov.in> at the respective stage only.

D. ASDM shall not receive any late proposal i.e. proposal reaching after submission date for reason whatsoever and shall return the same to the bidder.

E. The bidder(s) should note that the bids will be evaluated on the basis of documents referenced against evaluation criteria of the pre-qualification, annexures, technical bid, commercial bid and compliance to technical specification only.

- F. ASDM will not accept the delivery of the bids and any other supporting documents, in any manner, other than that specified in this tender document. Any bid delivered in any other manner shall be treated as defective, invalid and rejected.
- G. It is required that all the bids submitted in response to this tender document should be unconditional in all respects, failing which the ASDM reserves the right to reject the bid.
- H. Any Corrigendum/ Addendum or date extension notice will be given on the <https://asdm.assam.gov.in> only.

2.2 Bidder Qualification

- a. The "Bidder" as used in the NIA shall mean the one who has signed the Bid Forms, which are part of Technical and Commercial bids. The bidder may be either the Principal Officer or his duly Authorized Representative, in either case he /she shall submit a Certificate of Authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the authorized representative and the Principal Officer. **No consortiums will be allowed for this bid.**
- b. It is further clarified that the individual signing the NIA or other documents in connection with the bid must certify whether he/she signs as the Constituted Attorney of the Company.
- c. The authorization shall be indicated by written Power of Attorney accompanying the Qualification Bid.
- d. The sole bidder or the lead member of the consortium should be a profitable entity for the last three financial years.

2.3 Instructions for Technical Bid Preparation

- a. The bidder must address their project execution strategy in details in line with section 4.3 'Implementation Schedule' mentioned in this NIA.
- b. The Technical Bid should contain a detailed description of how the bidder will conduct required services as outlined in this NIA. It should articulate in detail, as to how the bidder's proposed solution meets the requirements specified in the NIA.
- c. The Technical Bid shall not contain any pricing information.
- d. Proposals must be direct, concise, and complete. All information not directly relevant to this NIA should be omitted. ASDM will evaluate bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this NIA.
- e. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are considered undesirable and may be construed as an indication of the bidder's lack of cost consciousness. ASDM's interest is in the quality and responsiveness of the proposal.

2.4 Instructions for Commercial Bid Preparation

- a. Unless expressly indicated, bidder shall not include any technical information regarding the services in the commercial bid.
- b. Prices shall be quoted entirely in Indian National Rupees (INR).

- c. No adjustment of the contract price shall be made on account of any variations in costs of labor and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract.
- d. The price should be quoted inclusive of all taxes, duties, and charges and levies as applicable.
- e. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of project.
- f. Discount, if any, must be merged with the quoted prices and not indicated separately. Any discount offered separately shall not be considered for evaluation purpose.

2.5 Evaluation Process

The evaluation process shall comprise of the following stages:

- i. **Technical Evaluation** comprising of Paper Based Evaluation
- ii. **Presentation Evaluation**

Technical Evaluation

- Bidders who meet the minimum qualification criteria defined in Qualification Checklist, as per **Form-2(a) of Annexure Section-I** in this NIA, will be qualified and eligible for further bid evaluation.
- ASDM will evaluate qualified bidders on the basis of the Technical Bid submitted by them. Technical Presentation by the qualified bidders are proposed in the Technical Bid Evaluation. The objective of this step is to give bidders the opportunity to demonstrate their capabilities of proposed services/products to prove the idea and feasibility as envisioned in the NIA.

2.6 Post Qualification and Award Criteria

- i. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in that event, ASDM will proceed to the next Best Evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- ii. Mission Director, Assam Skill Development Mission reserves the right to decide/ reject the bidder.

2.7 Notification of Award

a. Notification to Bidder

Prior to the expiry of the Bid validity period, ASDM will notify the successful Bidder in writing or by fax or email, to be confirmed in writing by Letter of Intent (LOI), that its proposal has been accepted. The notification of award will constitute the formation of the Agreement.

b. Discharge of Bid Security

Prior to signing of the Agreement, ASDM shall promptly request the Selected Bidder to provide Performance Guarantee pursuant to this NIA. On receipt of the Performance

Guarantee, the Bid security of all unsuccessful Bidders will be released. The EMD of successful bidders can be converted as part of the Performance Guarantee.

c. Signing of Agreement

The selected Bidder shall enter into agreement with ASDM by signing a contract, incorporating all the terms and conditions, deliverables, responsibilities, payment schedules, project schedule etc.

3. SCOPE OF WORK

3.1 Overview

It is understood that there is requirement of a proper registration system of employers and candidates for better planning and creation of job opportunities. Also, there is great scope for a database to support the state government in ensuring the social protection measures for the employers and candidates.

Objective of the Work

In line with the global strategy for socio-economic response and supporting both stakeholder i.e. Employer and Candidates in having access to livelihood opportunities, ASDM through its state office in Assam is trying to provide support to Government of Assam to develop an information system for registering of Employer and candidates, so that they could provide job opportunity available and candidates seeking job can apply for the opportunities. In line with that a technical proposal is invited by ASDM, to develop a cloud-based Job Web Portal.

- To create a web aggregator platform for registering both candidates and employer.
- To create a web-based data analytics module provisioning dashboard/reports to help analyse the data for employers to approach towards their job opportunity available currently and in near future.
- Similarly, candidates shall have the option of searching for job opportunities from employers based on various criteria.
- To capture the profiles of candidates and employers across the state and India for data analysis by ASDM.
- To create a web-based data analytics module provisioning customized dashboard/ reports to help analyse the data by ASDM.
- Enable different stakeholders to identify and project the gap between requirement and skills availability using data analytics for planning capacity building programs.
- Portal should be Vulnerability Assessment and Penetration (VAPT) certified.
- Integration with 3rd party systems like Mail gateways, SMS gateways.
- Post development, facilitate the Security Audits, Quality certification processes as per State/ Central Government mandate by a CERT empanelled vendor before hosting.
- Post Security Audit, get the portal hosted in one of the Cloud Service Providers empanelled by MeITY / DeITY.
- SMS cost will be borne by IA for 2 Lakhs bulk SMS initially thereafter actual cost required to be borne by ASDM as per the approved current market prevailing rate.

- The selected bidder will provide maintenance services for one (1) year post deployment of the website.
- API integration with other Department likely DECT, ASDM- MIS Portal and other govt. departments job portals.

Technical Specifications

To achieve this purpose, a web application is being envisaged to facilitate in the data collection and analysis activities. The proposed system is envisaged to have the following functionalities.

- Creation of Departmental login with user access roles like admin, dashboard creation, report creation, login creation for other departments.
- Registration Module to provide email-id based login ids for candidates and employers.
- Profile module to enable candidates to provide their KYC, Educational and Work Experience details and uploading of relevant documents.
- Profile module to enable employers to provide their KYC details and uploading of relevant documents if any.
- Facility to post job opportunities by the employers and each posted job to be later share the status as hire or not hire.
- Robust search engine for the users to search for job opportunities based on various criteria.
- Robust search engine for the employers to search and notify eligible candidates based on various criteria. Module for employer to communicate and track the interview schedules and update the status of the same.
- Report generation module for stakeholders in the ecosystem.
- Advanced data analytics module for skills and capacity development initiatives, thereby boosting the employability in the State.
- The Job portal design shall be responsive and mobile device friendly.
- Cloud hosting of the Job Portal shall be managed by the vendor till the end of the contract period and later database of the system needs to be handed over.
- Provision for data backups should be available and audited.
- Administrative users to change and update information as and when required.
- Security features to prevent non-human Input and data corruption.
- Comments and Feedback module for both candidates and employers.
- The website shall be compatible with all modern web browser include mobile.
- Modern Open Standard web technologies shall be used to make the portal.
- Smart MIS reporting module with which to facilitate generation of various reports.
- Transactional history of the candidates and employers for all entries into the system.
- Cloud hosting shall be on a secured server with high reliability and capability to handle large volume of data and simultaneous multiple user logins.
- The data shall be stored in a high performance NOSQL database with fast data storage and search capability.
- User friendly content management module with capability to add, delete, search and edit contents.

- Notification module to provide latest updates and information in the user dashboard.
- Micro Service based modular architecture to meet the dynamic demands of the Job market in the State.

Deliverables and Timings

S. No	Deliverable	Days from signing of Letter of Award of Work
1	Finalization of requirement	2
2	Initial draft for UI	4
3	Development of UI	10
4	Draft website	2
5	Cloud Hosting	2
6	Final Submission	2

Any changes to the above proposed timeline may be proposed with appropriate justifications. Deployment of Resources is required as per needs of delivery milestones mentioned on the NIA, not on Time and Material basis.

Payment Schedule:

S. No	Deliverable	Weeks from signing of contract
1	Contract Signing	20%
2	Draft website submission of UI and UAT	40%
3	Approval of Final Report	30%
4	After 3 months of final acceptance of web portal	10%

Knowledge Transfer

The IA will initiate the knowledge transfer to the ASDM staff post final portal accepted and complete the overall activity in 3 weeks post completion of timeframe mentioned in Scope of Work.

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.

4. GENERAL CONDITIONS OF BID

4.1 Bid Currencies

Prices shall be quoted in Indian National Rupees (INR).

4.2 Authentication of Bids

The original and all copies of the Bid shall be typed or written in indelible ink. All copies of the bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Agreement. All pages of the Bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the Bid.

4.3 Amendment of NIA Document

At any time before the deadline for submission of bids, ASDM may, for any reason, at its own discretion, modify the Bid Document through an amendment notice. Any amendments made in to this document shall be communicated by means of notification and shall be published on ASDM's website <https://asdm.assam.gov.in>

ASDM shall not be responsible if the bidders fail to make note of such amendments. All such amendments shall be binding on all the bidders. The bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. ASDM also reserves the rights to amend the dates mentioned in this NIA for bid process.

4.4 Validation of Interlineations in Bid

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

4.5 Cost of Bidding

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by ASDM to facilitate the evaluation process, and in negotiating a definitive Service Agreement and all such activities related to the bid process. This NIA does not commit ASDM to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of contract for implementation of project.

4.6 Language of Bids

The proposal and all correspondence and documents shall be written in English. In case of accompanying literature being in a language other than English, a certified translation should accompany the documents as a part of the NIA. All proposals and accompanying documentation will become the property of ASDM and will not be returned.

4.7 Bid Prices

- a. The bidder shall indicate the price in accordance with format provided in the NIA and same will be used for the purpose of evaluation of bids by ASDM. Quoting disproportionately low cost may lead to rejection of bids at the discretion of ASDM.

- b. The bidder shall prepare the bid based on details provided in the NIA. It must be clearly understood that the Scope of Work is intended to give the bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by ASDM.

4.8 Bid Validity Period

- a. The proposals shall be valid for a period of 180 days from the date of submission of bids. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his proposal.
- b. In exceptional circumstances, at its discretion, ASDM may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing/ email.

4.9 Modifications and Withdrawal of Bids

No proposal may be modified/ withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form. In case the bidder wishes to withdraw the Bid after the date of opening of the bids he may do so, but the EMD of the Bidder shall be forfeited.

4.10 Contacting ASDM

- a. No Bidder shall contact the ASDM on any matter relating to its Bid, from time of opening of bid to the time the work is awarded. If the Bidder wishes to bring additional information to the notice of the NIA Issuing Authority, the same should be done in writing to ASDM. The NIA Issuing Authority reserves the right to decide whether such additional information should be considered or otherwise.
- b. Any effort by a Bidder to influence the NIA Issuing Authority in its decision on Bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's Bid and also forfeiture of his Bid security.

4.11 Right to accept any Bid and to reject any or all Bids

ASDM reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of work, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for action so taken.

4.12 Expenses for the Agreement

The incidental expenses of execution of Agreement/Contract shall be borne by the successful Bidder.

4.13 Failure to agree with the Terms & Conditions of the NIA/Contract

- a. Failure of the successful Bidder to agree with the Terms & Conditions of the NIA shall constitute sufficient grounds for the annulment of the award, in which event ASDM may forfeit the EMD.
- b. In the event of annulment of the award, ASDM may award the project to the subsequent bidder highest Total Score or call for new bids.

4.14 Performance Bank Guarantee

- a. The successful bidder shall at his own expense may deposit with ASDM, within 15 (fifteen) days after the receipt of notification of Award of the Contract (Letter of Intent) from ASDM, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank acceptable to ASDM, payable on demand, for the due performance and fulfillment of the Agreement by the bidder.
- b. This PBG shall be for an amount equivalent to 2% of Agreement value. All incidental charges whatsoever such as premium, commission etc. with respect to the PBG shall be borne by the bidder. The PBG shall be valid for six months post completion of the Project. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of project final acceptance sign off, the Performance Bank Guarantee may be discharged/ returned by ASDM upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.

4.15 Rejection on grounds of malpractices

- a. Bidders may specifically note that while evaluating the proposals, if it comes to ASDM knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the tenders floated by the ASDM.
- b. ASDM will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents or, Vendors and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Contract in question;

For the purposes of this provision, the terms are set forth as follows:

- i. "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iii. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "Obstructive practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to ASDM in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

4.16 Concessions permissible under statutes and Income Tax Liability

Bidder, while quoting against this NIA, must take cognizance of all concessions permissible under the statutes including the benefit under Goods and Services Act, 2017, failing which it will have to bear extra cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. ASDM will not take any responsibility towards this. However, ASDM may provide necessary assistance, wherever possible, in this regard.

The Bidder and Personnel shall pay such direct and indirect taxes, duties including import duties, fees and other impositions levied under the Applicable Laws in India.

4.16.1 Force Majeure

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.

4.16.2 Notification procedure for Force Majeure

- a. 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.
- b. 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 under this Agreement.

4.16.3 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 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.

4.17 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. Also, all legal matters arising out of this agreement will be subject to the jurisdiction of the Hon'ble courts situated at Guwahati.

4.18 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 I.

4.19 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.

4.20 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

4.21 Data Privacy

There should not be any data fudging and follow the data privacy act provided by India's regulatory mechanism for data protection and privacy in the Information Technology Act, 2000 ("the IT Act") and its corresponding Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 ("the IT Rules").

5. ANNEXURES

Section I – Format for Qualification and Technical Bid

Form 1 – Bid Main Cover Letter

To,
Mission Director,
Assam Skill Development Mission (ASDM)
Katabari, DPS Road, NH-37, Garchuk, Guwahati-781035

Sir,

Having examined the NIA document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the NIA for “SELECTION OF AGENCIES ON CREATION OF WEB PORTAL FOR PLACEMENT LINKAGES” for Assam Skill Development Mission.

1. The Technical Bid has been signed by the Authorized Signatory.
2. We do hereby undertake, that, in the event of acceptance of our bid, the services shall be provided as stipulated in the NIA document and that we shall perform all the incidental services.
3. We agree to abide by our offer for a period of 120 days from date of submission of bid.
4. We have carefully read and understood the terms and conditions of the NIA and the conditions of the contract applicable to the bid and we do hereby undertake to provide services as per terms and conditions mentioned in the NIA.
5. Non-Refundable Payment of INR 5,000.00 (INR Five Thousand Only) for the cost of NIA document/ bid fee in the form of a Demand Draft is enclosed in a separate sealed Cover details of which are given below:
DD Number..... Bank.....
6. EMD for an amount equal to INR 25,000 (INR Twenty-five thousand only) in the form of a Demand Draft is enclosed in a separate sealed Cover details of which are given below:
DD Number..... Bank.....
7. The information contained in this Bid or any part thereof, including its exhibits, schedules, and other document(s) delivered or to be delivered to ASDM, is true, accurate, and complete.
8. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours sincerely,

(Signature) (In the capacity of)

Date:

Duly authorized to sign the NIA Response for and on behalf of:
(Name and Address of Company) Seal/Stamp of bidder

Form 2(a): Pre-qualification Criteria checklist

Criteria No.	Criteria Description	Documents Required	Document Ref Page No.
1.	a. The sole bidder must be a legal entity registered in India b. The sole or the prime bidder should be in business for at-least 2 years as on bid submission date	1. Copy of certificate of incorporation for the sole/prime bidder.	
2.	The sole bidder must have minimum average annual turnover of INR 1 crores from the last 3 financial years 2017-18, 2018-19, 2019-20.	As per Form-11	
3.	The Sole bidder must have positive profitability during the past 2 financial years i.e. FY 2017-18, 2018-19 and 2019-20.	Audited Profit & Loss statement	
4.	The Sole bidder must have a valid PAN and GST certificate	Copy of the PAN and GST certificate	

Name & Signature

Authorized Signatory

Company Seal

Form 2(b): Marking Criteria

The evaluation will be measured on whether the bidder's proposed solution meets ASDM need as below:

SN	Evaluation Criteria	Maximum Score	Required Forms
(A) Marking Criteria for Paper Based Evaluation			
A.1	Past experience of software development and consulting projects under Govt. of Assam. No. of such projects shall be scored as below: >=5 projects - 15 marks 3-4 projects - 10 marks 1-2 projects - 05 marks 0 projects – no marks will be awarded	15	Form-5 along with supporting work orders/ agreement/ Lol/ completion certificate.
A.2	Past experience in handling large amount of user data in a web portal: >=2 Lakhs - 15 marks 1.5- 2 Lakhs - 10 marks 0.5- 1 Lakh - 05 marks < 0.5 Lakhs - no marks will be awarded	15	Supporting documents to clearly prove the criteria must be enclosed.
A.3	Relevant experience of key personnel - Education qualification, experience of executing similar projects.	25	Enclosed separately in the next page
A.4	Proposed Methodology and Work Plan	10	To be enclosed in technical proposal
A.5	Department of Industrial Policy & Promotion (DIPP) Registered? Yes - 05 marks No - no marks will be awarded	5	Provide proof of DIPP StartupIndia Recognition certificate.
(B) Marking Criteria for Presentation Based Evaluation			
B	Approach, Methodology, Work / Execution Plan, Key Personnel	30	
A+B	Total	100	

** Supporting documents/ documentary proof/CVs/ Self-declared certificate to be submitted by bidder for point A and B wherever applicable. In absence of sufficient supporting documents, ASDM may award zero marks without asking for clarifications.

A.3	Relevant Experience of the Key Personnel	Total Marks 25	Education qualification, experience of executing similar projects and other research.
a	Technical Manager	10	Experience of Minimum 15 year in Software Design and Development. (Max. 15 marks)
b	Program Manager	10	Experience of Minimum 15 year in Project. (Max. 15 marks)
C	Senior Software Engineer	5	Experience of Minimum 5 year in Software Design and Development. (Max. 15 marks)

Form 3: General Information about the Bidder

Details of the Bidder/Prime Bidder (Company)		
1.	a) Name of the bidder	
2.	Address of the bidder	
3.	a) Legal status of the bidder	
4.	a) Details of incorporation of the bidder	Date: Ref. #
5.	a) Details of Commencement of Business of the bidder	Date: Ref. #
6.	a) Valid Goods & Services Tax (GST) registration no. of the bidder	
7.	a) Permanent Account Number (PAN) of the bidder	
8.	Name & Designation of the contact person to whom all references shall be made regarding this NIA	
9.	Telephone No. (with STD Code)	
10.	E-Mail of the contact person:	
11.	Fax No. (with STD Code)	
12.	Website	

Form 4: Affirmative Statement for Conflict of Interest

[On the letterhead of the organization]

Self-Certificate

To
Mission Director,
Assam Skill Development Mission (ASDM)
Katabari, DPS Road, NH-37, Garchuk, Guwahati-781035

Sir,

Bidder shall furnish on its Letterhead an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with ASDM.

Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the NIA.

Yours sincerely,

Dated _____ this Day _____ of 2020

(Signature) (In the capacity of)

Duly authorized to sign the NIA Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of bidder

Form 5: Detailed Work plan for performing the assignment

Bidder to provide detailed activity and resource schedule for the entire work plan for the project

In case bidders wish to provide any additional documentation, brochures etc. of above, they may do so by attaching the same as clearly referenced supplemental information.

Form 06: Financial Information

The applicant should give declaration by chartered accountant on their letter head duly signed and sealed in following format.

To whomsoever it may concern

On the basis of audited financial statements, we hereby certify that (Name of Agency) having registered office at (Office address) has an average annual turnover of Rupees 100 Crores in the three consecutive years (2019-20, 2018-19, 2017-18). The details of annual turnover are mentioned below:

Sl. No.	Financial Year	Annual Turnover (INR)	Net Profit (INR)
1	2017-18		
2	2018-19		
3	2019-20		
	Average Turnover		

Note: Audited financial statements for the past three years (2015-2016, 2016-17, 2017-18) should be submitted by the Applicant.

(Chartered Accountant):

Signature Name Registration No. Contact No.

Seal:

Date:

Place:

Form 07: Performance Bank Guarantee Format

PERFORMANCE SECURITY:

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email Id.>

Whereas, <<name of the supplier and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to Purchaser (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of INR<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of INR <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed INR <Insert Value> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

APPENDIX I: Service Level Metrics

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

Sl. 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 Mins	1-2 Hrs
3	Any particular module is non functional	Operation & Maintenance	High	1 Hr	2-4 Hrs
4	Any particular section in a module is not functional	Operation & Maintenance	Moderate	2 Hrs	4-8 Hrs
5	Replacement of Human Resource	Project life Cycle	Critical	Immediate	7 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".

1. Delays in submission of deliverable: Delay in delivery of any deliverable as mentioned in Deliverables and Timings, 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
2. 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.
3. 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