



GOVERNMENT OF TAMIL NADU

Tamil Nadu e-Governance Agency (TNeGA)

Request for Proposal for the Selection of System Integrator

for

Revamping and Maintenance of the Velaivaaipu web portal

for

Department of Employment and Training

Technical Bid Document

Tender Ref No: TNeGA/OT/DET/2022-2023

Tamil Nadu e-Governance Agency

807, P.T. Lee Chengalvarayan Naicker Maaligai,

Anna Salai, Chennai - 600 002.

Tel No: +91-44-40164907

Email: tenders.tnega@tn.gov.in , mngr1tnega@tn.gov.in

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Important Notice

This Tender (RFP) process is governed by The Tamil Nadu Transparency in Tenders Act 1998 and The TamilNadu Transparency in Tenders Rules 2000 as amended from time to time.

In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules 2000, the Act and Rules shall prevail.

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Letter of Undertaking

To

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

Sir,

Sub: Undertaking for participating in **Selection of System Integrator for Revamping and Maintenance of the Velaivaaipu web portal for Department of Employment and Training** - Reg.

Ref: Tender Ref: **TNeGA/OT/DET/2022-2023**

I/We do hereby submit my/our bid for the **Selection of System Integrator for Revamping and Maintenance of the Velaivaaipu web portal for Department of Employment and Training** in accordance with the Terms and Conditions of this RFP.

I/We have examined the details of the tender and have carefully noted the conditions of contract and the specification with all the stipulations of which I/We agree to comply. I/We hereby undertake to complete the assigned tasks as **Selection of System Integrator for Revamping and Maintenance of the Velaivaaipu web portal for Department of Employment and Training** at the places mentioned in the specification of all the articles within as per RFP & tender schedule from the date of communication of acceptance of my/our tender.

I/We further agree that the acceptance of this tender shall result in a valid and concluded contract binding on me/us the terms whereof shall be taken to be those mentioned in the form of agreement here to annexed notwithstanding the non-execution of the said agreement.

I/We hereby declare that I/We agree to do the various acts, deeds and things referred to herein including the condition relating to non-withdrawal of this tender above set out in consideration of the TNeGA and considering this my/our tender.

I/We -----hereby confirm that our Company was not blacklisted by any State Government/ Central Government/ Public Sector Undertakings during the last three years. We also hereby confirm that our EMD/SD was not forfeited by any State Government / Central Government / Public Sector Undertakings during the last five years due to our non-performance, non-compliance with the tender conditions etc.

I/We ----- hereby confirm that our Company has not filed for bankruptcy during the last three years.

I/We ----- hereby confirm that our Company has not violated / infringed on any Indian or foreign trademark, patent, registered design or other intellectual property rights any time anywhere in India.

I/We.....shall not sub-contract any works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

I/We.....have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India, as per Government of Tamil Nadu G.O.Ms.No.343, Finance (Salaries) department, dated 18.9.2020; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

I/We -----hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge, and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

I/We _____ certify that we are liable and responsible for any disputes arising out of Intellectual Property Rights.

I/We _____ certify that I/we shall not form any consortium with other firms/ organizations/agencies/ companies for carrying out the tasks specified in this RFP.

In case of violation of any of the conditions above, I/We understand that I/We are liable to be blacklisted by TNeGA/Government of Tamil Nadu for a period of three years.

Note:

Declaration in the company's letter head should be submitted as per format given above

If the bidding firm has been blacklisted by any State Government/ Central Government/ Public Sector Undertakings earlier, then the details should be provided.

No Consortium is allowed.

List of Acronyms

Sl. No.	Acronym	Definition
1.	AJAX	Asynchronous JavaScript and XML
2.	AAO	Assistant Accounts Officer
3.	AE	Assistant Engineer
4.	AEE	Assistant Executive Engineer
5.	BE	Budget Estimate
6.	BPR	Business Process Reengineering
7.	CFY	Current Financial Year
8.	CSC	Common Service Centre
9.	CR	Change Request
10.	CSC	Common Service Centre
11.	DPR	Detailed Project Report
12.	DSC	Digital Signature Certificate
13.	EE	Executive Engineer
14.	ECS	Electronic Clearing Services
15.	ELCOT	Electronics Corporation of Tamil Nadu Limited
16.	EMD	Earnest Money Deposit
17.	FOSS	Free and Open-Source software
18.	G2C	Government to Citizen
19.	GIS	Geographic Information System
20.	GLV	Guideline Value
21.	GoI	Government of India
22.	GoTN	Government of Tamil Nadu
23.	G. O	Government Order
24.	H/W	Hardware
25.	HQ	Head Quarters
26.	HTTP	Hypertext Transfer Protocol
27.	IA	Implementing Agency
28.	IT	Information Technology
29.	ICT	Information & Communications Technology
30.	IPR	Intellectual Property Rights
31.	ISO	International Organization for Standardization

32.	KT	Knowledge Transfer
33.	KUA	KYC User Agency
34.	LD	Liquidated Damage
35.	LMO	Legal Metrology officer
36.	LOA	Letter of Acceptance
37.	MIS	Management Information System
38.	MS	Member Secretary
39.	MSA	Master Service Agreement
40.	MC	Market Committee
41.	NIC	National Informatics Centre
42.	NOC	No Objection Certificate
43.	NFY	Next Financial Year
44.	O&M	Operation & Maintenance
45.	OEM	Original Equipment Manufacturer
46.	OS	Operating System
47.	OSR	Open Space Reserve
48.	PKCS	Public Key Cryptography Standards
49.	PSU	Public Sector Unit
50.	PWD	Public Works Department
51.	PC	Personal Computer
52.	RBAC	Role Based Access Control
53.	RFP	Request for Proposal
54.	RM	Regulated Market
55.	RE	Revised Estimate
56.	S/W	Software
57.	SD	Security Deposit
58.	SDC	State Data Centre
59.	SIT	System Integration Testing
60.	SL	Service Level
61.	SLA	Service Level Agreement
62.	SMS	Short Messaging Service
63.	SO	Section Officer
64.	SOA	Service Oriented Architecture
65.	SOAP	Simple Object Access Protocol

66.	SPOC	Single Point of Contact
67.	SRS	System Requirement Specification
68.	SSL	Secure Sockets Layer
69.	SSO	Single Sign On
70.	STQC	Standardization Testing and Quality Certification
71.	SSDG/SP	State Service Delivery Gateway/State Portal
72.	TDR	Transfer of Developmental Rights
73.	TNeGA	Tamil Nadu e-Governance Agency
74.	TNLWSD	Tamil Nadu Labour Welfare and Skill Development Department
75.	TNSWAN	Tamil Nadu State Wide Area Network
76.	UAT	User Acceptance Test
77.	UIDAI	Unique Identification authority of India
78.	UID	Unique Identification Number
79.	ULB	Urban Local Body
80.	URL	Uniform Resource Locator
81.	VPN	Virtual Private Network
82.	W3C	World Wide Web Consortium
83.	WBS	Work Breakdown Structure

1. Introduction

1.1. Tamil Nadu e-Governance Agency (TNeGA)

- a) Tamil Nadu e-Governance Agency (TNeGA) is responsible for driving all technology initiatives for the Government of Tamil Nadu. Its primary aim is to develop low cost, technology enabled scalable solutions to impact Governance in a significant way. It aims to create an inclusive, equitable, and universally accessible G2C service delivery mechanism for barrier free access to Governance. TNeGA offers IT solutions and consultancy services to Government departments for their technology needs. Tamil Nadu e-Governance Agency is functioning under the Information Technology Department, Government of Tamil Nadu.
- b) The services of Employment and Training Department were extended to general public by early 1948 which was earlier restricted to demobilized service personnel and discharged war workers after Second World War, through creation of Employment Exchanges. The present structure of the organisation and diversification of its functions in the field of Occupational Research, Vocational Guidance and Employment Market Information was based on the recommendation of Shivarao Committee in the year 1954. Subsequently, the erstwhile District Employment Offices have been transformed as District Employment and Career Guidance Centers based on the Government Order issued on 30.07.2019.
- c) TNeGA invite bids from various established firms for Revamping and Maintenance of the Velaivaaipu web portal for Department of Employment and Training as per the scope of work detailed in the relevant sections and terms & conditions of this RFP.

2. Tender Schedule and Data Sheets

1.	Tender inviting Authority, Designation and Address	Chief Executive Officer, Tamil Nadu e-Governance Agency, 807, P.T. Lee. Chengalvarayan Naicker Maaligai, Anna Salai, Chennai - 600 002. Tel No: +91-44-28521112
2.	A) Name of the Work	Selection of System Integrator for Revamping and Maintenance of the Velaivaaipu web portal for Department of Employment and Training
	B) Tender Ref No.	TNeGA/OT/DET/2022-2023
3.	Earnest Money Deposit	Rs.50,000/- (Rupees Fifty Thousand only) should be paid through online mode.
4.	Contract Period	30 Months (6 Months Development & Deployment Phase upto Go-Live + 12 Months Free Warranty period after Go live + 12 Months O & M after free warranty period)
5.	Tender Document	The Tender document can be downloaded from the URL https://www.tnega.tn.gov.in https://tntenders.gov.in at FREE OF COST.
6.	Mode of Submission	e-Submission through https://tntenders.gov.in Bids cannot be submitted after the due date and time.
7.	Date and Place of Pre-Bid meeting	On 06-01-2023 @ 15:30 hrs. Prebid meeting will be conducted online through video conference (VC) and the link for the VC is http://bit.ly/3jz4Uq8 (https://teams.microsoft.com/l/meetup-join/19%3Ameeting_YzliODQ0Y2EtZTc3ZS00OGZkLWI1MzYtMjgwMzQ5MzhIZmlz%40thread.v2/0?context=%7B%22Tid%22%3A%2243ba7e2e-286a-4816-bcdc-53c0b403bc51%22%2C%22Oid%22%3A%22edf1d439-9394-4c35-aeef-707e33a272ad%22%7D)
8.	Due Date and Time for Bid Submission	On 25-01-2023 up to 16:00 hrs.
9.	Date, Time and Place of Opening of Technical Bids	On 25-01-2023 @ 16.30 hrs.

10.	Date, Time and Place of Opening of Price Bids	Price Bid opening Date & Time will be communicated to Technically qualified bidders ONLY.
11.	Tender validity period	90 days from the date of opening of technical bids

Note: *Neither the TNeGA nor their representatives are obligated to inform any bidders who have not qualified in any of the stages of bid process management.*

3. General Instructions

3.1. General

- a) The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Request for Proposal (RFP). Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid.
- b) It will be imperative for each Bidder(s) to familiarize itself/ themselves with the prevailing legal situations for the execution of contract. TNeGA shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
- c) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by TNeGA. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.
- d) The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
- e) It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
- f) The Bidder shall make all arrangements as part of the contract to Develop Software Applications of Government Departments and Applications to the beneficiaries at various locations at their own cost and transport.
- g) The Bidder should be fully and completely responsible to TNeGA and State Government for all the deliveries and deliverables.
- h) The Bidder shall submit the scanned copy bid document (in .pdf) and corrigendum (if any) as an acceptance of the bid.
- i) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

3.2. Clarifications to the RFP

- a) A prospective Bidder requiring any clarification in the RFP may notified by e-Mail to tenders.tnega@tn.gov.in or through online mode in <https://tntenders.gov.in> (Clarification Forum). Clarifications to the queries (if any) by the bidders and corrigendum's (if any) will be published in the websites <https://www.tnega.tn.gov.in>,

<https://tntenders.gov.in>

3.3. Amendments to the Tender

- a) A Pre-bid meeting will be held online through video conference (VC) for addressing the clarifications on the date and time mentioned in the Tender Data Sheet or any other date to be decided by TNeGA. The Bidders are requested to participate in the Pre-bid meeting and get the clarifications. The link for the VC is given below:
- <http://bit.ly/3jz4Uq8>
(https://teams.microsoft.com/l/meetup-join/19%3Ameeting_YzliODQ0Y2EtZTc3ZS00OGZkLWI1MzYtMjgwMzQ5MzhkZmlz%40thread.v2/0?context=%7B%22Tid%22%3A%2243ba7e2e-286a-4816-bcdc-53c0b403bc51%22%2C%22Oid%22%3A%22edf1d439-9394-4c35-aeef-707e33a272ad%22%7D)
- b) Before closing of the Tender, clarifications and corrigendum (if any) will be notified in the websites mentioned in the Tender Schedule. The Bidders shall periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. TNeGA will not make any individual communication and will in no way be responsible for any information missed out by the bidders.
- c) No clarifications would be offered within 48 hours prior to the due date and time for submitting the Tender.
- d) Before the closing of the Tender, TNeGA may amend the Tender document as per requirements or wherever it feels that such amendments are absolutely necessary.
- e) Amendments also may be given in response to the queries by the prospective Bidder(s). Such amendments will be notified in the websites mentioned in the tender schedule. It is bidder responsibility to keep checking the website for any changes or clarifications or corrigendum to the tender document.
- f) TNeGA at its discretion may or may not extend the due date and time for the submission of bids on account of any amendments.
- g) TNeGA is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidder failure to update the Bid documents on changes announced through the website.

3.4. Language of the Bid

- a) The bid prepared by the Bidder as well as all correspondences and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English duly notarized, in which case, for all purposes of the bid, the translation shall govern. Bids received without such translation copy are liable to be rejected.

3.5. Bid Currency

- a) Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

3.6. Contacting Tender Inviting Authority

- a) Bidders shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the Bidder
- b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from Bidders relating to the tenders submitted by them during the evaluation of tenders.

3.7. Force Majeure

- a) Neither the Purchaser / nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:
- i. Natural phenomena including but not limited to earthquakes, floods and epidemics.
 - ii. Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
 - iii. Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

3.8. Arbitration

- a) In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the CEO, Tamil Nadu e-Governance Agency (TNeGA) under the "Arbitration and Conciliation Act 1996". The arbitration shall be held in Chennai, Tamil Nadu, India and the language of arbitration shall be English. The Courts at Chennai alone shall have jurisdiction in the matter. Arbitration detailed in clause: 7.11

4. Minimum Eligibility Criteria (MEC) & Technical Evaluation System (TES)

- a) The Bidders should have the following MEC for participating in the Tender. The Bidders should enclose documentary evidence for fulfilling the MEC in the Technical Bid. **If a Bidder fails to enclose the documentary proof for MEC, their bid will be summarily rejected.**

4.1. Minimum Eligibility Criteria (MEC)

S.No.	MEC	Attachments
4.1.1	The bidder should be a company registered/ incorporated under Indian company Act and must have 5 years of existence in India as on date of submission of bids.	Valid copy of the Certificate of Incorporation
4.1.2	The Bidder should be Software Development firm and should be in operations in successful Software Development, Software Customization & Implementation anywhere in India during the last 5 Years as on date of submission of bid.	Work order and satisfactory performance certificate from the client for proof of delivering IT services as per the scope of work order in the last 3 years.
4.1.3	The Bidder should have an average annual turnover of at least Rs.3 Crores during last three financial years 2018-19, 2019-20 and 2020-2021.	Audited and Certified Balance Sheet & Profit/Loss Account of last 3 financial Years. For FY 2020-2021 provisional statement is accepted.
4.1.4	The bidder should have successfully Implemented, at least One End to End Web based application system during last 5 years as on date of submission of bids in India where the value of the project should be at least Rs.50 Lakh.	Work Order / Project Contract Document / Agreement along with Satisfactory Completion Certificate by the client with details of project value with clear scope of project.
4.1.5	The Bidder should have a valid ISO 9001:2015 or latest certification.	Valid copy of the Certificate
4.1.6	The Bidder should have at least one office in Tamil Nadu and preferably support centers/logistics for the entire state. If the Bidder is not having any office in Tamilnadu, then bidder should submit a letter of undertaking to open an office in Tamil Nadu within 15 days from the date of issue of work order if he is awarded the work.	The copy of Property tax bill/Electricity Bill/Telephone Bill/G.S.T.-C.S.T. Registration/Lease agreement should be submitted as proof Or Undertaking Letter.

- a) The bidders who have submitted required documents and meet the eligibility criteria as mentioned above and as determined by the Tender Scrutiny Committee (TSC) shall only be eligible for further technical evaluation as per clause 4.2.

4.2 Technical Evaluation System (TES)

- a) The Bidders should enclose documentary evidence for fulfilling the following TES and the Tender Scrutiny Committee will evaluate the bids as per the criteria set below:

S. No	Criteria	Maximum Marks
4.2.1	Bidders Existence	5
	The bidder should have valid CMMI level 3 or higher certification. Copy of certification should be attached.	
	CMMI level 5 = 5 marks	
	CMMI level 3 = 3 marks	
	ISO 9001:2015 or latest certification = 2 Marks	
4.2.2	Turnover	10
	Average Annual Turnover for last 3 years:	
	More than Rs. 5 Cr. = 10 marks	
	>= Rs. 3 Cr and Less than or equal to Rs. 5 Cr. = 5 marks	
	(Bidders are required to submit audited Turnover Statements for last 3 years)	
4.2.3	Past Experience	15
	<p>Bidder Should have experience implementing end to end IT solution (design, development and O&M of software application) in the technology stack mentioned with project value more than or equal to Rs.50 lakhs for Government / PSU / Private Agencies and project should be live as on date.</p> <p><u>Document to be submitted:</u> Work Order / Project Contract Document / Agreement along with Completion / Satisfactory Performance Certificate by the client with details of project value with clear scope of project.</p>	

Human Resources			
4.2.4	<p>Project Manager (PM)</p> <p>a) Should have MCA or B. Tech / B.E degree in Computer Science / Information Technology b) Overall Experience of 10 years in software design, development, testing and implementation c) At least 4 years of experience as a Project Manager in managing software applications. d) PMP/Prince2 /Six sigma /ITIL certified. e) Local Language proficiency mandatory</p>	<p>a) Educational Qualification = 1 mark b) Overall IT Experience \geq 10 years = 2 marks c) Project management experience \geq 4 years = 1 mark d) Project Management Certification (PMP/Prince2/Six Sigma/ITIL) = 1 mark</p> <p>For lesser experience, marks will be on pro-rata basis</p>	5
4.2.5	<p>Technical Lead (TL)</p> <p>a) Should have B. Tech /B. E degree in Computer Science / Information Technology b) Overall Experience of 7 years in IT and currently as Tech Lead c) Experience of 5 years or more in IT Software design, development, testing and implementation in the technology stack mentioned in section 4.2.3.</p>	<p>a) Educational Qualification = 1 marks b) Overall IT Experience \geq 7 years and currently as Tech Lead = 2 marks c) Relevant experience \geq 5 years = 2 marks</p> <p>For lesser experience, marks will be on pro- rata basis</p>	5
4.2.6	<p>Software Developer (SD)</p> <p>a) Should have B. Tech / B.E degree in Computer Science / Information Technology b) Overall Experience of 4 years in IT c) Experience of 3 years or more in software design, development, testing & implementation in the technology stack mentioned in section 4.2.3.</p>	<p>a) Educational Qualifications = 1 mark b) Overall IT experience \geq 4 years = 2 marks c) Relevant experience \geq 3 years = 2 marks</p> <p>For lesser experience, marks will be on pro- rata basis</p>	5
4.2.7	<p>Quality Engineer (QE)</p> <p>a) Should have B. Tech / B.E degree in Computer Science /</p>	<p>a) Educational Qualifications = 1 mark b) Overall IT experience \geq 5 years = 2marks</p>	5

	Information Technology b) Overall Experience of 5 years in IT c) Experience of 4 years or more in Software testing	c) Relevant experience \geq 4 years = 2marks For lesser experience, marks will be on pro- rata basis	
4.2.8	Business Analyst (BA) a) Should have B. Tech / B.E degree in Computer Science / Information Technology or M.B.A b) Overall Experience of 5 years in IT and currently as Business Analyst c) Experience of 4 years or more in Business Analysis or related job roles.	a) Educational Qualifications = 1 mark b) Overall IT experience \geq 5 years and currently as Business Analyst = 2 marks c) Relevant experience \geq 4 years = 2 marks For lesser experience, marks will be on pro- rata basis	5
Approach & Methodology			
4.2.9	a) Understanding of Project requirement & work plan b) Identified project risk & Mitigation c) Proposed solution & architecture	a) Requirements Understanding = 10 marks b) Proposed solution and architecture = 15 marks c) Project plan, Risks & Mitigations plan = 5 marks	30
4.2.10	Presentation and demonstration of projects specified in cl. 4.2.3	a) 2 projects or more = 10 marks b) 1 project = 5 marks	10
Total 4.2			100

The bidder shall be required to get at least 70 marks out of 100 marks to qualify for next stage i.e., opening of the financial bids.

4.3 Evaluation of technical proposal:

- a) Tender Scrutiny Committee (TSC) will evaluate whether all the requirements mentioned in the RFP are understood and addressed well.
- b) The bidder has to make a technical presentation & live demonstration (Cl.4.2.9 and 4.2.10) to the TSC.
- c) To declare a bidder as technically qualified, the bidder has to score a minimum of 70 marks based on the above said cl.4.2 – TES and financial bids of those bidders who score 70 or above in the TES shall only be opened.
- d) The bidder shall ensure that the candidates proposed as per the sections 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8 are deployed for this project and the PM, BA should be stationed at the bidder's Chennai office to ensure their

availability any time without prior notice for discussion with TNeGA and TNLWSD.

5. Bid Preparation and Submission

5.1. Cost of Bidding

- a) The Bidder should bear all costs associated with the preparation and submission of Bids. TNeGA will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

5.2. Earnest Money Deposit (EMD)

- a) An EMD amount as specified in the Tender Schedule should be paid through ONLINE mode. The EMD of the unsuccessful Bidders will be auto refunded to their bank account within a reasonable time in consistent with the rules and regulations in this behalf. The EMD amount held by TNeGA till it is refunded to the unsuccessful Bidders will not earn any interest thereof.
- b) The EMD amount of the Successful Bidder shall be converted as part of the Security Deposit (SD) for successful execution of the work and will be returned only after the successful fulfillment of the Contract.
- c) The EMD amount will be forfeited by TNeGA, if the Bidder withdraws the bid during the period of its validity specified in the tender or if the Successful Bidder fails to sign the contract or the Successful Bidder fails to remit Security Deposit within the respective due dates.

5.3. Letter of Authorization

- a) A letter of authorization from the Board of Directors / appropriate authority authorizing the Tender submitting authority or a Power of Attorney should be submitted in the tender; otherwise, the Bids will be summarily rejected.

5.4. Two Part Bidding

- a) Bidders should examine all Instructions, Terms and Conditions and Technical specifications given in the Tender document. Failure to furnish information required by the Bid or submission of a Bid not substantially responsive in every respect will be at the Bidders risk and may result in rejection of Bids. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be non-responsive and will be rejected.

5.4.1. Technical Bid

- a) The first part relates to technical bid submitting all the required details and documents complying with all the eligibility conditions and the other tender conditions/instructions as well as the statement of compliance consisting of the following.
- i. A Letter of Undertaking (as per the format given in this RFP) in company's letter head in pdf and letter of authorization
 - ii. The RFP (Technical Bid document) and Corrigendum if any
 - iii. Copy of supporting documents for MEC and TES as .rar file (Zipped) must be submitted.

5.4.2. Financial Bid

- a) Second part relates to financial bid which should be submitted in the Bill of Quotation (BoQ) as given in the Tender.
- b) The rate quoted by the bidder in the financial bid should be for the cost involved in the successful implementation of scope of work mentioned in the clause 8 to 19 of this RFP and no other charges will be allowed by TNeGA other than the cost quoted.
- c) Bill of Quotation (BoQ) should not contain any conditional offers or variation clause, otherwise the bids will be summarily rejected.
- d) The rates quoted shall be only in INDIAN RUPEES (INR) only. The tender is liable for rejection if BoQ contains conditional offers.
- e) The cost quoted by the bidder shall be kept firm for a period specified in the tender from the date of opening of the tender. The bidder should keep the rates firm during the period of contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase of duties / taxes payable to the Governments in India.

5.4.3. Details of the Documentary proofs to be uploaded in portal

Letter of Undertaking		Upload Format
A Letter of Undertaking (as per the format given in this RFP) in company's letter head in pdf and letter of authorization		PDF (Max 2 MB)
1		
Technical Bid		Upload Format
This Technical Bid document and corrigendum if any		PDF (Max 2 MB)
1		
Eligibility Criteria (4.1)		Upload Format
1	Copy of documentary proof for clause 4.1.1 as PDF	RAR (WinRAR)
2	Copy of documentary proofs in chronological order for clause 4.1.2	
		6 (All these)

	as merged PDF	PDF have to be placed in a folder and zipped as .rar file before submission)	(Max 20 MB)
3	Copy of documentary proofs for clause 4.1.3 as merged PDF		
4	Copy of documentary proof for clause 4.1.4 as PDF		
5	Copy of documentary proof for clause 4.1.5 as PDF		
6	Copy of documentary proof for clause 4.1.6 as PDF		
Technical Evaluation Criteria (4.2)			Upload Format
1	Copy of documentary proofs for clause 4.2.1 as merged PDF	10 (All these PDF have to be placed in a folder and zipped as .rar file before submission)	RAR (WinRAR) (Max 30 MB)
2	Copy of documentary proofs for clause 4.2.2 as merged PDF		
3	Copy of documentary proofs for clause 4.2.3 as merged PDF		
4	Copy of documentary proofs for clause 4.2.4 as merged PDF		
5	Copy of CV and documentary proofs for clause 4.2.5 as merged PDF		
6	Copy of CV and documentary proofs for clause 4.2.6 as merged PDF		
7	Copy of CV and documentary proofs for clause 4.2.7 as merged PDF		
8	Copy of CV and documentary proofs for clause 4.2.8 as merged PDF		
9	Copy of documentary proofs for clause 4.2.9 as merged PDF		
10	Copy of documentary proofs for clause 4.2.10 as merged PDF		
Price Bid			Upload Format
1	Bill of Quotation (BoQ)	1	.XLS
Total			19

Note: Under

Technical bid = 18 documents

Under Price bid = 1 document (pre-defined template)

5.5. Bid closing date and time

a) Bids cannot be submitted not later than the date and time specified in the Tender Schedule or Corrigendum if published. Hence bidders should be cautious to submit the Bids well in advance to avoid disappointments.

5.6. Online Submission of Bids - <https://tntenders.gov.in>

a) Bidder should read all the terms and conditions and accept the same to proceed further to submit bids. Tendering system will give a successful bid update message after uploading all the bid documents submitted. A printout of Bid Submission Confirmation showing the bid number, the date and time of submission of the bid with all other relevant details can be taken from the website and kept as an

acknowledgement for submission of bid. This acknowledgement will act as a proof of bid submission.

- b) The bidders can resubmit the bid as many times as possible till the closing time of the bid submission. Withdrawal of the bid is also possible before the closing time of the bid submission.
- c) The time settings fixed in the server and displayed at the top of the tender site, will be valid for all actions of bid submission, bid opening etc., in E-Tender system.

6. Tender Opening and Evaluation

6.1. Technical Bid Opening

- a) The Technical Bid will be opened on the date and time as specified in the Tender schedule or in the Corrigendum issued by TNeGA (if any).

NOTE: - If the date fixed for opening of the tender happens to be a government holiday, the e-tender will be opened on the next Working day at the time specified in the Tender Schedule.

6.2. Tender Validity

- a) The offer submitted by the Bidders should be valid for a minimum period of 90 days from the date of opening of the Tender.

6.3. Initial Scrutiny

- a) Initial Bid scrutiny will be conducted, and incomplete details as given below will be treated as non-responsive.
- b) If Tenders are.
 - i. received without the Letter of Undertaking (as per the format given in this RFP) and Letter of Authorization
 - ii. received without EMD amount
 - iii. found with suppression of details
 - iv. with incomplete information, subjective, conditional offers, and partial offers
 - v. submitted without support documents as per the MEC and TES
 - vi. non-compliance of any of the clauses stipulated in the Tender
 - vii. lesser validity period
- c) All responsive Bids will be considered for further evaluation. The decision of TNeGA/Government will be final in this regard.

6.4. Clarifications

- a) When deemed necessary, TNeGA shall seek bona-fide clarifications on any aspect from the Bidder ONLY

through <https://tntenders.gov.in> (online mode) under Short Fall of Documents sections in e- tender portal. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, TNeGA may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder failed to comply with the requirements of TNeGA as stated above, such Bids may at the discretion of TNeGA, shall be rejected as technically non-responsive.

6.5. Tender Evaluation

6.5.1. Suppression of facts and misleading information

- a) During the bid evaluation, if any suppression or misrepresentation is brought to the notice of TNeGA, TNeGA shall have the right to reject the bid and if after selection, TNeGA would terminate the contract, as the case may be. Termination of the contract will be without any compensation to the Bidder and the EMD / SD, as the case may be, shall be forfeited.
- b) Bidders should note that any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, TNeGA shall have the right to seek the correct facts and figures or reject such Bids.
- c) It is up to the Bidders to submit the full copies of the proof documents to meet out the MEC and TES. Otherwise, TNeGA at its discretion may or may not consider such documents.
- d) The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.

6.5.2. Technical Bid Evaluation

Minimum Eligibility Criteria:

- a) TSC will examine the technical bids as per Cl.4.1 MEC given in the Tender document. The documents which did not meet the eligibility criteria in the first stage of scrutiny will be rejected in that stage itself and further evaluation will not be carried out for such bidders. The eligible Bidders satisfying all the criteria in cl. 4.1 alone will be considered for further evaluation as per TES (cl.4.2). The decision of TNeGA will be final in this regard.

Technical Evaluation System:

- a) TSC will examine the bids as per clause 4.2 - TES based on the documentary evidence enclosed by bidder in the Technical Bid. The bidder shall be informed to make a presentation to TSC as per 4.2.3 (b). If the bidder fails to demonstrate their bid will be summarily rejected. Minimum marks to be scored by the

bidders in the TES is 70 (seventy) out of 100, so as to declare the bid as technically qualified. Bidders who score 70 and above marks in the TES as per cl. 4.2 above shall be deemed technically qualified and financial bids of those bidders only will be opened.

6.5.3. Financial Bid Evaluations

- a) Bidders should fill price quote details ONLY in Bill of Quotation (BoQ).
- b) All the taxes indicated in the financial bid will be taken for the financial evaluation as per the Tamilnadu Transparency in Tender Rules 2000 with latest amendments.
- c) Bidders should quote for all the items. Failure to submit the rates for all the items (including price discovery items) or partial offer will be liable for rejection of the bid itself. The decision of TNeGA will be the final.
- d) Bidders who satisfy the MEC (4.1), scored 70 or more out of 100 in TES (4.2) and has quoted the lowest rate (Total Bid Price) in the price bid will be declared as successful bidder (L1).

6.6. Negotiations

- a) Negotiations will be conducted with the successful (L1) bidder for improvement in the scope of work, specification, further reduction in bid price and advancement of delivery schedule.

6.7. Award of Contract (through <https://tntenders.gov.in>)

- a) Award of Contract (Letter of Acceptance) shall be issued online through <https://tntenders.gov.in> to the successful (L1) bidder. After acceptance of the tender and LOA issued by TNeGA, the successful bidder (L1) shall have no right to withdraw their tender or claim higher price.
- b) No dispute can be raised by any bidder who's bid has been rejected and no claims will be entertained or paid on this account.

6.8. TNeGA reserves the right to:

- a) Modify, reduce or increase the quantity requirements to an extent of tendered quantity as per the provisions of Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules, 2000.
- b) Withhold any amount for the deficiency in Quality/Service aspect rendered during the contract period.
- c) Accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. The Tender Accepting Authority may also reject all the tenders for reasons such as change in scope, specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances.

7. Execution of Work

7.1. Payment of Security Deposit (SD)

- a) The successful (L1) bidder shall have to furnish a **Security Deposit (SD) for 5% of contract value** by way of **Demand draft or Banker's Cheque** payable at Chennai or in the form of unconditional irrevocable Bank Guarantee valid for a period of 30 months from the date of acceptance of the tender on receipt of confirmation from TNeGA. **The SD shall be paid within 10 days from the date of issue Letter of Acceptance (LOA) by TNeGA.** The SD furnished by the Successful Bidder in respect of the tender will be returned to them after the entire scope of work is executed by the bidder as per the RFP, Contract and as per order(s) issued by TNeGA from time to time during the execution of work and after 3 months from the completion of contract period. The Security Deposit held by TNeGA till it is refunded to the successful bidder will not earn any interest thereof.
- b) The EMD/Security Deposit will be forfeited if the successful bidder withdraws the bid during the period of bid validity specified in the tender or if the bidder fails to sign the contract.

7.2. Execution of Contract

- a) The successful bidder should execute a Contract in the INR 100 non-judicial stamp paper bought in Tamil Nadu in the name of the TNeGA within 10 working days from the date of letter of acceptance issued by TNeGA with such changes/ modifications as may be indicated by TNeGA at the time of execution on receipt of confirmation from TNeGA.
- b) The successful bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of TNeGA. TNeGA reserves its right to cancel the LoA either in part or full, if this condition is violated. If the Successful Bidder fails to execute the agreement within the stipulated period of 10 days, the SD of the Successful Bidder will be forfeited, and their tender will be held as non-responsive.
- c) The expenses incidental to the execution of the agreement should be borne by the successful bidder.
- d) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of TNeGA and also TNeGA have the right to recover any consequential losses from the Successful Bidder.

7.3. Release of Work Order

- a) After the payment of Security Deposit and execution of the Contract by the successful bidder, TNeGA will

issue the Work Order to the successful bidder for commencement of the work.

7.4. Refund of EMD

- a) The EMD amount paid by the Successful Bidder will be adjusted towards security deposit payable by them. If the Successful Bidder submits security deposit for the stipulated value, the EMD will be refunded. The EMD amount of the unsuccessful bidder(s) will be auto refunded upon finalization and issue of LoA to the successful bidder.

7.5. Forfeiture of EMD and SD

- a) If the successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited.
- b) If the successful bidder fails to remit the SD, the EMD remitted by him will be forfeited to TNeGA and the tender will be held void.
- c) If the successful bidder fails to act up on to the tender conditions or backs out from the contract, the SD mentioned above will also be forfeited by TNeGA.

7.6. Termination of Contract

7.6.1. Termination for default

- a) TNeGA may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 15 days, sent to the successful bidder, terminate the contract in whole or part, (i) if the successful bidder fails to deliver any or all of the service within the time period(s) specified in the contract, or fails to supply the items as per the delivery schedule or within any extension thereof granted by TNeGA; or (ii) if the successful bidder fails to perform any of the obligation(s) under the contract; or (iii) if the successful bidder, in the judgment of TNeGA, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event TNeGA terminates the Contract in whole or in part, TNeGA may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the successful bidder shall be liable to TNeGA for any additional costs for such similar goods and service. However, the successful bidder shall continue the performance of the contract to the extent not terminated.

7.6.2. Termination for Insolvency

- a) TNeGA may at any time terminate the Contract by giving written notice with a notice period of 7 days to the successful bidder, if the successful bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the successful bidder, provided that such termination will not

prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to TNeGA.

7.6.3. Termination for Convenience

- a) TNeGA may by written notice, with a notice period of 15 days sent to the successful bidder, TNeGA may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for TNeGA's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the successful bidder is not entitled to any compensation whatsoever.

7.7. Project Manager (PM)

- a) The successful bidder should nominate and intimate TNeGA, a Project Manager in the capacity as per clause 4.2.4, who should be responsible for effective delivery of work complying with all the terms and conditions. The successful bidder should ensure that the Project Manager fully familiarizes with the tender conditions, scope of work and deliverables. The project manager should be stationed at Chennai.

7.8. Assigning of Tender whole or in part

- a) The successful bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The successful bidder should not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof, without the written consent of TNeGA.

7.9. Liquidated Damages (LD)

- a) The successful bidder must strictly adhere to the implementation schedule, specified in the RFP & Contract / Work Order and any delay attributable to the successful bidder will enable TNeGA to resort to any or both of the following:
- i. Claim liquidated damages at 0.5% of the contract Value for delayed performance per week of such delay and the Maximum LD applicable is 10% of the contract value. However, LD clause will not be applicable if the delay is not due to issues related to the vendor.
 - ii. In case of the termination of the purchase order by TNeGA due to non-performance of the obligations arising out of the purchase order, the Earnest Money Deposit / Security Deposit will be forfeited.
 - iii. In addition, TNeGA reserves the right to award the work to any other party / parties and the loss / expenses incurred thereafter will be recovered from the Successful Bidder.
- b) The RFP, bid submitted by the successful bidder, negotiated offer of the successful bidder, contract and

the work orders will form part of this contract. Wherever the offer conditions furnished by the successful bidder are at variance with conditions of this contract or conditions stipulated in the work order, the latter shall prevail over the offer conditions furnished by the successful bidder.

- c) Notwithstanding anything contained in this clause, TNeGA reserves the right to blacklist the successful bidder from taking part in any of the procurement operations of TNeGA for a minimum period of three years from the date of blacklisting for their failure to execute the work as per the agreed terms and conditions of the RFP, Contract and Work Order.

7.10. Other Conditions

- a) TNeGA reserves the right not to accept lowest price, to reject any or all the tenders without assigning any reason, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interest of TNeGA for good and sufficient reasons.

7.11. Arbitration and Jurisdiction

- a) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the CEO, TNeGA.
- b) If the Arbitrator so appointed dies, resigns, incapacitated, or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the CEO, TNeGA. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same.
- c) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- d) It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.
- e) The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive, and binding on the parties.
- f) The venue of the arbitration shall be Chennai and language is English. The fees of the Arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- g) Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

Subject to the above, the Courts in Chennai alone shall have jurisdiction in this matter.

8. Background and Scope

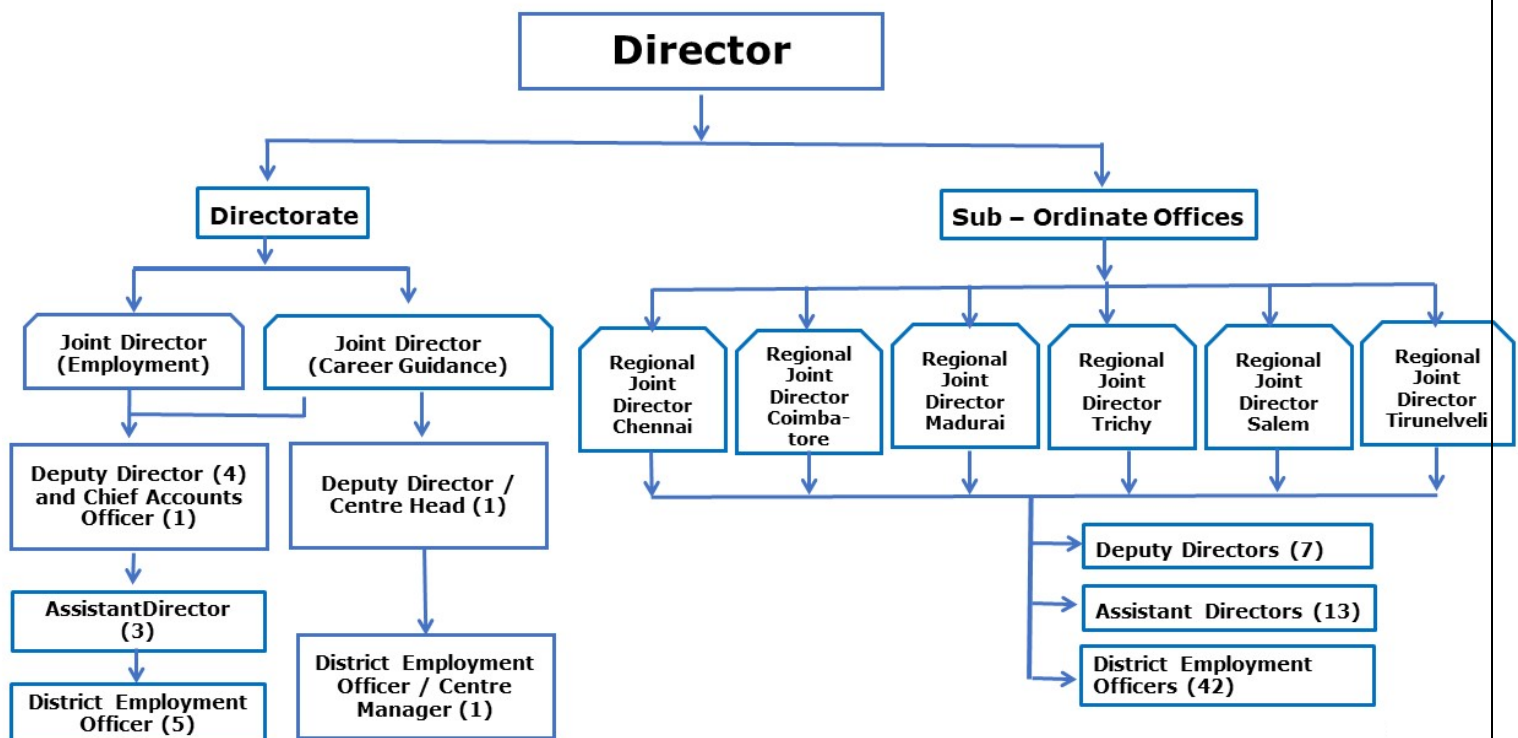
8.1. About the Department

The services of Employment and Training Department were extended to general public by early 1948 which was earlier restricted to demobilized service personnel and discharged war workers after Second World War, through creation of Employment Exchanges.

The present structure of the organisation and diversification of its functions in the field of Occupational Research, Vocational Guidance and Employment Market Information was based on the recommendation of Shivarao Committee in the year 1954.

Subsequently, the erstwhile District Employment Offices have been transformed as District Employment and Career Guidance Centers based on the Government Order issued on 30.07.2019.

8.2. Organization Structure



8.3. Overview of the Project

The main objective of the Employment Wing is to improve the employability of job seekers through career guidance, private sector job fairs and coaching for competitive examinations. The District Employment and Career Guidance Centres act as the facilitation point to register for vacancies notified by Government Departments/ Public Sector Undertakings. Hence, the revamping of tnelaivaaiipu web portal is initiated.

8.4. Project Rationale

- a. Revamping of existing tnelaivaaiippu portal along with an AI based Chatbot and to access all services of DET.
- b. Access to near real-time and better quality data for decision support.
- c. A common dashboard to view, monitor and track entire process through hierarchical order.
- d. To generate all kinds of reports.

8.5. Scope of the Project

- a. The following section illustrates the scope of work to be performed by System Integrator. The SI shall be responsible for successful completion/execution of the activities as specified in this section for the Department of Employment and Training. The areas of work of the selected SI are outlined in the table below:

S. No	Area of Work	Description
1	Design, Development and Testing of Software application	<ol style="list-style-type: none"> a. Preparation of SRS and signoff b. Software development (including but not limited to, interface with other applications/gateways) c. Preparation of Test Plan and Test Cases d. Unit and Integration Testing
2	Project Acceptance	<ol style="list-style-type: none"> a. Preparation of UAT test cases b. Support UAT execution
3	System Requirements	<ol style="list-style-type: none"> a. Hardware sizing and software requirements
4	Data Migration	<ol style="list-style-type: none"> a. Data Migration from existing system to new application
5	Training	<ol style="list-style-type: none"> a. Training to department officials b. Submission of Application User manuals
6	Implementation and Go-Live	<ol style="list-style-type: none"> a. Support Application security audit by Cert-IN certified agency b. Implementation Plan c. Deployment of Application in SDC d. Implementation of infrastructure in DR & Replication of data in DR e. Project Go-Live

7	Free warranty Operation & Maintenance	a. Software Support and Maintenance b. Issue Tracker and Resolution
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8.6. Web Portal for Department of Employment and Training (DET)

- a. The Web portal should disseminate up-to-date information about the Department of Employment and Training.
- b. The responsive Web Portal with refreshed visual aesthetics will meet following objectives of the DET:
 - i. The responsive version will adapt to various resolution including landscape and portrait orientation of the Web Portal.
 - ii. Accessibility across multiple devices (particularly mobile and tablet).
 - iii. Improved site usability through simplified and improved navigation.
 - iv. Streamline content to clearly and efficiently convey information of key areas.
- c. The Web Portal should have department/organization address locator with Geo Location integrated with Google Maps.
- d. Web Portal should be compatible with all major browsers (i.e., Firefox, Internet explorer, opera, Google Chrome, Safari, etc.)
- e. The Web Portal should be in Bilingual (Tamil & English).
- f. The Web Portal should have Breadcrumbs feature which will help people to be aware of their navigation trail.
- g. The Web Portal must be optimized for Search Engines (Meta-tags, Dynamic Link Creations, and Dynamic Titles, etc.) and also search ability within the web portal.
- h. No Installation of third party scripts to track user activity ad-scripts, hidden back links to another irrelevant web portal.
- i. Sufficient security measures shall be developed against vulnerabilities, e.g., hacking /SQL injection-attack, etc.
- j. The Web Portal should be in a specific manner so that authorized official can easily maintain the respective content themselves.
- k. There should be a provision for integration of social media.
- l. The Successful Bidder should develop a Web Portal with the concept of less web space and memory. So, web pages can load quickly, but this should also accommodate the

requirement of DET.

- m. The Web Portal should have Collaboration and Feedback capabilities to enable the interaction among the stakeholders. Following capabilities should be made available
 - i. FAQs
 - ii. Feedback Mechanism
- n. Passwords should not be hard-coded in any Web Portal configuration either as a file or as plaintext. Passwords should be properly hashed and salted to reduce the effectiveness of password cracking.
- o. The Web Portal should have functionality of internal search and also advance search.
- p. The Web Portal should confirm the accessibility standards so that it caters to every single citizen irrespective of their disability (WCAG 2.1, GIGW guidelines) and also W3C standards.
- q. The Successful Bidder must ensure that any violation related to copyrights, law related to images, templates, code, etc.
- r. The Successful Bidder must ensure an easier integration of 3rd Party Applications using web services or APIs.
- s. Web Portal: Revamp of existing web portal (<https://tnvelaivaaiipu.gov.in/>).

8.7. Modules / Services

- a. The services provided by the DET to be offered through the new online portal are detailed in the following sections
 - 1. Registration Module
 - 2. Vacancy module
 - 3. Employment Market Information Module
 - 4. Unemployment Assistant Module
 - 5. Vocational Guidance Module
 - 6. AI based chatbot

8.8. Service Description

8.8.1. Registration module

The registration module is already developed. The software details of this module are mentioned below. The other modules will hence need to be developed in the same technology stack, with prevalent latest versions, as the case may be. The latest versions at the time of initiation of this project is provided for reference only.

Language	Live application version	Latest version
Java	1.6	1.8
Angular	NA	9
Application server	Jboss 4.0.5	Wildfly 13.0.1
Apache HTTPD	2.2.15	2.4.42
PostgreSQL	9.1	10

8.8.2. Vacancy Module

The vacancy module will be a full-fledged search engine. It will match the data of job seekers with the vacancy criteria of not only the State, State Quasi, Local body, Central, Central quasi but also for the private employers.

- a. Captures the employer detail.
- b. A series of validation would be performed on the employer data and validation will be done by the employment officer
- c. Approval of the employer
- d. There will be web interface where employer * and the employment exchanges can fill the vacancy details.
- e. They can scrutinize the vacancy input.
- f. At any point the DEO/Employer can update the vacancy detail.
- g. The employment exchanges sponsor the candidate names according to date of registration (seniority) considering the age, qualification, communal reservation which will be notified by the employers.
- h. Employer also get notification regarding approval/vacancy form filled/candidate list through the concerned employment office by mail.
- i. Stores the data in user database.

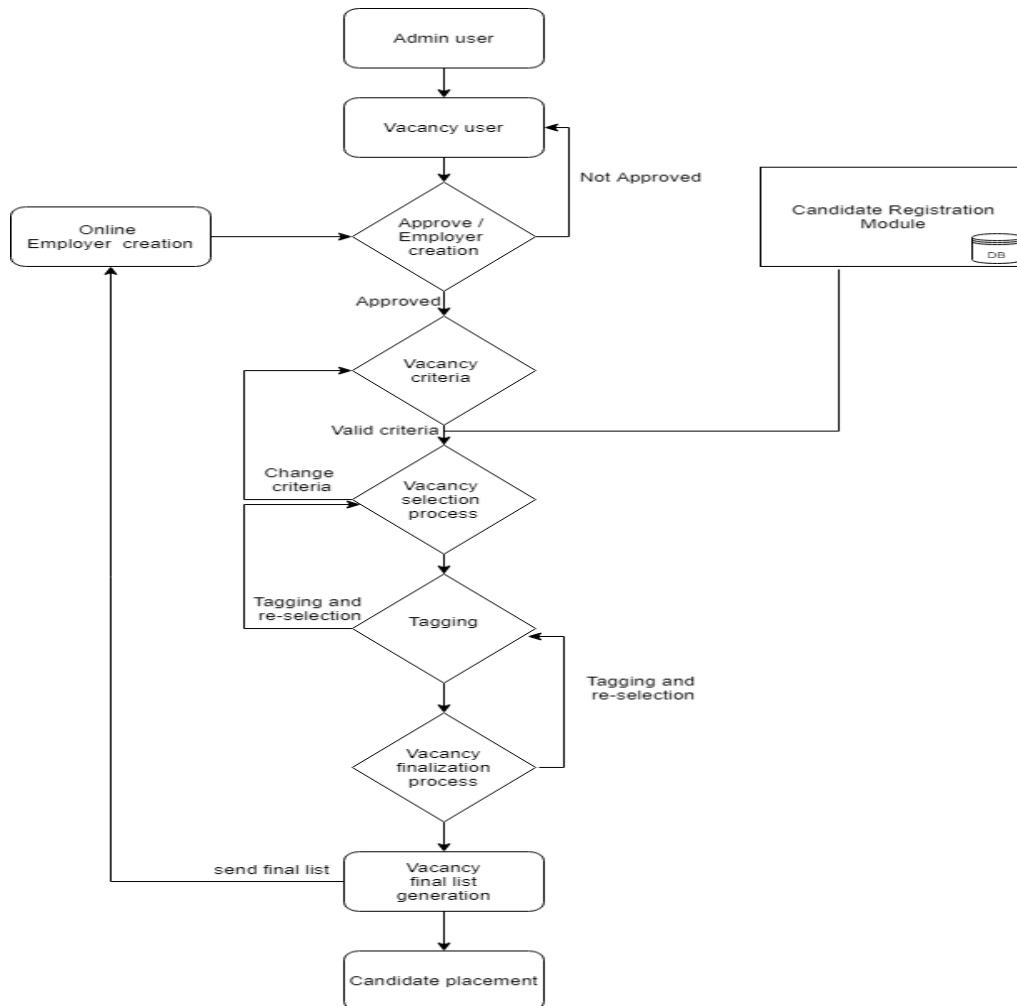
Management engine

- a. At any point of time, the Employment office /RJD/ State Office can monitor the progress of notification selection and updation of selected candidates.
- b. Only when the employment office approved, employer would be able to see the vacancy notification and other process.

Analytical Dashboard

- a. It's an admin dashboard which will show the overall activity of vacancies notified/processed/filled.
- b. The dashboard will give us the following
 - i. District-wise vacancy notification

- ii. Gender-wise /Community -wise
- iii. How many are employers are using/used
- iv. Status of vacancy
- v. Placements.



8.8.3. Employment Market Information Module

1. Identification and addressing of the employers coming under the purview of EMI units
2. Recording the response received from the employers at EMI units
3. Preparation of MIS and operational reports for onward submission to DET and for maintenance at EMI units respectively
4. Submission of periodical reports by EMI units to DET
5. Consolidation of the information received from the EMI units at DET office
6. Preparation of statutory returns and operational reports at DET office for onward submission to DGET, New Delhi and for maintenance at DET office respectively.

8.8.4. Unemployment Assistance Scheme

1. Identification of beneficiary from the available candidate pool based on the selection criteria.

2. Notification to candidate regarding his eligibility.
3. Link for applying UA through SMS, Mail and WhatsApp.
4. Monitoring whether the fulfillment of eligibility criteria throughout the period.
5. Tracking the beneficiary application right from the issuance.
6. Updating the status of an ongoing beneficiary from the scheme when he gets appointed in an organization.
7. Arriving at the payment list/bill for the beneficiaries.
8. Integrating the details of beneficiaries for payment with IFHRMS portal. Information on Submission for payment may be sent to the candidate.
9. Preparation of the bank statement and updating the payment details for each beneficiary.
10. After payment the return information may be updated in the portal.

8.8.5. Vocational Guidance

1. Profile View- The details in accordance with VG scheme for the provided registration number will be provided for view.
2. Career Guidance - When a candidate opts for career guidance, AI based reply, response must be displayed for the below:
 - a. Qualification
 - b. Higher studies / competitive exam/ private jobs/ self-employment
 - c. For each qualification, district wise/state wise/national wise/international wise details must be displayed
 - d. Likewise, if he clicks competitive exam, qualification based competitive exams details has to be displayed.
 - e. Private jobs – Respective details to be displayed
 - f. Self-employment – Respective details to be displayed
3. Details of the Guidance programmes conducted in and outside the exchange premises to render the VG activities are captured and the captured details will be exported to printable forms in the formats shared by DET.
 - Registration Guidance -VG 68 Form
 - Group Guidance – VG 64 Form
 - Individual Information –VG 65
 - Review of Old Cases –VG69
 - Confidence Building Program – Report 8
 - Motivation of Self Employment Report 7
 - Career Talks - VG 66
 - Private Placement
 - Others
 - Training & Apprenticeship Activity VG 67
4. Career Information-The details pertaining to career growth of a candidate will be provided in the career information. This will provide the links to the respective career guidance sites which enables a candidate to acquire more insights on the desired career path.

- Higher Studies
 - All universities, medical universities
 - Competitive Exams
 - UPSC
 - TSPSC
 - SSC
 - RRB
 - Banking Service Exam
 - Combined Defense Service
 - NDA
 - TRB
 - Uniform Service Recruitment board
 - Public sector
- Training and Apprenticeship Facility
 - List of ITI
 - List of polytechnics
 - Board of apprenticeship
 - Scholarship
 - State Board
 - Backward Class scholarship
 - Adi Dravidar scholarship schemes
 - PH scholarship
- Overseas Job Opportunity
 - Overseas manpower corporation ltd
- Self-Employment
 - THADCO
 - DIC
 - TIIC
 - SIPCOT
 - SIDCO
 - EDI

The links will be provided to all the above stated career related sites. The information related to the links will be provided by DET.

5. Study Circles- Detailed information with respect to the study circles flow yet to be received.
6. Reports- All inputs for the reports will be provided by the respective users in the reports screen and the same will be exported to print in the format shared by DET.

8.8.6. AI based chatbot

An AI based Chatbot must be developed for a text based Guided Conversational AI chatbot using open source Rasa Framework to guide the users for all the above services.

8.9. Bilingual

- a. The portal should support both user interfaces & data in Tamil and English languages. DET will provide the contents for both the Tamil and as well as English.

8.10. History & Audit Trails

- a. System should not allow any delete operations in the system. Only logical delete is allowed i.e. data will be hidden at the background. All transaction histories and audit trails should be stored in the system.

8.11. Legacy Data Migration

- a. Existing records must be migrated in the new system. The migration process involves
 - i. Analyze and understand the legacy data
 - ii. Map legacy data in accordance with the new data model
 - iii. Migrate legacy data in to proposed system
 - iv. Test and confirm data

8.12. Third Party Integration

- a. The proposed system will be integrated eventually with various external and legacy systems. So, the system should be designed individual loosely coupled servicing model with open web services and can enable integration with minimum efforts. The proposed integration systems are. However, this section has to be further analyzed and updated during the requirement gathering and software development phase.
 - i. e-mail and SMS Gateways
 - ii. Payment Gateway
 - iii. Integration with Single Window Portal
 - iv. All API's are will be provided by the DET. The responsibility is held with the respective department/Agency and their System Integrator.

8.13. User Management & Administration

- a. The Administration module is the core for the entire application which enables the system administrator to create the user, their roles and access control list, manages the master data, configures the application for the business.
- b. User management function shall provide the functionality to define, add, modify and delete user / permissions to the systems. Also, the system administrator shall monitor the activities of each user.
 - i. To enable admins to control user access and on-board and off-board users to and from IT resources
 - ii. User creation, edit and delete (logical delete)
 - iii. User Logs & Tracking
 - iv. The solution must be comprehensive with user provisioning, de-provisioning and password management tools.
 - v. To maintain accountability and enforce access restrictions, the solution must map the user access requirements to roles and the provisioning tool must provide "Role" based provisioning and de-provisioning capabilities
 - vi. The solution must support "Delegated" model of administration to support user administration based on department, type of user (intranet / internet), location, etc.
 - vii. The proposed solution should use Workflow engine to define workflow to the user management processes.
 - viii. The solution must provide flexibility to allow users to self-register for less sensitive applications with a pre-defined workflow. The solution must also allow users to reset their passwords on those applications that they have accounts on without the intervention of the administrators /helpdesk.
 - ix. The solution must provide capabilities to define "Time based Actions" so that provision / de-provision, enable, disable, and delete actions to be driven by date attributes
 - x. The solution must provide capabilities to receive inputs from various HRMS systems or any other trusted data source with respect to user information. Hence the provisioning tool must have an option to accept a feed from such systems to populate initially and for subsequent changes as well.

8.14. Master Data Management

- a. Master data is nothing but the core and supplementary data for any application. User interfaces should be designed to manage all the master data for the following activities:
 - i. Create / Manage Profile, Organization Hierarchy, etc.
 - ii. Create / Manage Events, Workshop, Status, etc.
 - iii. Create/ Manage any other relevant master information

8.15. Configuration System

- a. This module includes support customization of different modules including workflow management, record level mapping / remapping of components, designing and scheduling different reports for different user levels etc. The configuration module is primarily to configure
 - i. Service Level Agreement for each service and its processes
 - ii. Escalation matrix, if any
 - iii. Configuration of Nodal officers
 - iv. Workflow management
 - v. All the variable items that can be set for the entire system
 - vi. Dynamic parameters for reports like label and their values
 - vii. Run time inputs values for expressions etc.,
 - viii. Application and system variable can be defined here. Alert and notifications messages, SMS and e-Mail contents, reporting templates, labels and other configuration parameters are defined in this module.

9. Key application and Design principles

- a) The section contains the description of the key design principles which are expected to provide indicative measures to define the functional requirements for the services. The following architecture principles which have been considered while designing the proposed solution.

Application Design Principles	Detail
Multi-Tenancy	The proposed solution should work for any other similar kind of organization without doing any change in the software

Interoperability	<p>a) Software solutions and hardware infrastructure should conform to the defined industry standards that promote interoperability of data, applications and technology.</p> <p>b) Keeping in view the evolving needs of interoperability, especially the possibility that the solution would become the focal point of delivery of services and may also involve cross-functionality with the e-Government projects of other departments / businesses in future, the solution should be built on Open Standards.</p>
Extensibility & Scalability	<p>a) Applications must evolve to support new business requirements and make use of new technologies. The system shall be extensible and scalable to allow additional capacity/ bandwidth/ volume of users in future.</p> <p>b) The infrastructure elements such as Data Center, Disaster Recovery infrastructure and network infrastructure have been designed keeping this principle in mind.</p>
Design for performance and reliability measurement	<p>a) Applications and technology components (processors, network, etc.) should be implemented in such a manner that Service levels required like a sub-second response to beneficiary authentication is complied with.</p> <p>b) The application must allow efficient utilization and performance of underlying compute, network and security infrastructure. The deployment architecture must allow for fault tolerance and load balancing, and enable horizontal scaling of servers and storage upgrades without affecting solution uptime</p>
Security	<p>a) The System to be implemented under this project should be highly secure, considering the requirements of handling sensitive data including online transactions. The overarching security considerations are described below.</p> <p>b) The security services used to protect the Solution shall include: Identification, Authentication, Authorization, Role-based Access Control, Administration and Audit with support for industry</p>

	<p>standard protocols.</p> <p>c) The solution shall support advanced user authentication mechanisms including Digital Certificates/e-Sign</p> <p>d) Security design should provide for a well-designed identity management system, security of physical and digital assets, data and network security, backup and recovery and disaster recovery system.</p> <p>e) The solution should provide a facility for maintaining an audit trail of all the transactions.</p> <p>f) Tamper proof data storage system needs to be used to Prevent unauthorized operations.</p>
Ease of Use	<p>a) It is a positive incentive for use of applications.</p> <p>b) It encourages users to work within the integrated information environment instead of developing isolated systems to accomplish the task outside of the enterprise's integrated information environment. The knowledge required to operate one system will be similar to others if the look and feel of the applications are similar.</p>

9.1 Proposed system

- a) The proposed application would be an internet-based application running from a centralized location. The application would follow a modular architecture where in different modules would interact and share data between themselves.

9.1.1 Application Components

- a) The solution must be accessible over the various Network platforms including Internet, Internet through Broadband and Mobile Networks, using devices such as Desktop Computers, Laptop Computers, Tablet PCs and Smart Phones for Data Entry, Download / Upload, Viewing and other applicable forms of access.
- b) The Solution shall be governed and supported by the Standard Operating Procedures, which includes Security Audits, established Policies, Maintenance components such as SLA, AMC, etc., System Administration and Database Administration support, besides the infrastructure maintenance support for the Application Server, Database Server, OS and Middleware, Security Systems, Network Monitoring, Replication / Backup, Disaster Recovery Setup, etc.

c) The Application must interface with the external applications and systems as follows:

1. Other Applications/portal/APIs
2. Mail Server (for sending reminders and mailers from the Application),
3. Exporting Options (in PDF and Excel formats)
4. SMS Gateway (for sending reminders and alerts from the Application)
5. Data Warehousing Servers and Business Intelligence / Reporting Servers
6. Payment Gateway

9.1.2 Data Principles

a) The data strategy needs to be founded on clear, agreed-upon principles, such as the following:

Sl. No.	Data Principle	Rationale	Implication to proposed solution
1	Data Availability	Data should be readily available to those with a legitimate need for it.	Data will be organized and managed so as to maximize its value.
2	Data simplicity	Enhance intuitiveness and minimize change management with respect to data interpretation and usage	The way of storing data in databases should be simple
3	Data Creation All organization data should be captured once at the point of its creation	<p>a) Processes for data capture, validation, and processing should be automated wherever possible.</p> <p>b) Data should only be entered once.</p> <p>c) Data should only be collected if it has known and documented use and value.</p>	<p>a) Minimize multiple touch points of input data and capture it at source.</p> <p>b) Details are captured at the time of registration and only service transaction details are updated subsequently.</p>

4	Data Update Processes that update a given data item should be standard across the department.	Ease of tracking of data update	Ensure that there is a known method of data update and tracking subsequently.
5	Data duplication Data should not be duplicated unless duplication is essential for practical reasons.	Data duplication leads to loss to data integrity over a period of time and must be minimized.	Data duplicated from the primary datasource to be clearly identified as copies.
6	Data Security	Minimize losses due to inappropriate usage of sensitive data	Adequate data security standards to be adhered to.

9.1.3 Requirements on Adherence to Standards

- a) The proposed solution should be designed and developed in open source and open standards, to the extent feasible and in line with overall system requirements, in order to provide interoperability with multiple platforms and avoid any technology or technology provider lock-in
- b) The list of standards is indicated for reference but may not to be treated as exhaustive:
1. GIGW guidelines as per Government of India
 2. W3C standards for Web pages
 3. SOAP, HTTP/HTTPS for information access / transfer protocol
 4. SOA and other Open standards for Web services Interoperability
 5. RSA standards for Digital Signature
 6. PKCS specifications for encryption
 7. SSL protocols for secure communication
 8. ISO 27001 for Information Security
 9. IEEE/ ISO/ CMMI specifications of Documentation
 10. Open Source for Software Development and Deployment
- c) Architecture should be built on Internet involving n-Tier and should not be based on any proprietary standards. Application should be developed using web-based technology and run independent of

Operating System and web browsers. Architecture should support multi-tenancy and should be compatible to host in any environment.

- d) The coding and documentation should be compliant with the standards for quality of software and services as prescribed by the State Government and Government of India.
- e) The application must support standard browsers like Firefox, Chrome, IE, and also compatible with prevalent mobile browsers.
- f) The solution must support complete scaling and growth without performance deterioration.
- g) The response time to open / load a page should not exceed 06 seconds.
- h) The time taken to complete a database transaction should not exceed 5 seconds.
- i) Generation of MIS reports shall not take more than 15 to 30 seconds to display the same.
- j) In addition to above, the proposed architecture must be scalable and flexible for modular expansion. It should ensure ease of integration with software / applications developed using common industry standards since the solution would be linked and connected to other sources (websites, contents, portals, systems of other Agencies). The proposed system must also adhere to any standards defined by Gol.

9.1.4 Compliance with Open Standards

- a) The proposed solution shall be compliant with industry standards, wherever applicable. This will apply to all the aspects of solution including but not limited to design, development, security, installation and testing.

10 Application

10.1 Application Study and Analysis of Requirements

- a) The Successful Bidder would be required to study the existing processes and functioning of the Department in a manner that will enable the Successful Bidder to meet all the requirements of this RFP. Find the gaps in the existing process & application and suggest re-engineering (if required).
- b) The Successful Bidder may gain an understanding of the existing application and requirements of the proposed system through gathering the requirements, Bidder shall analyze these requirements to ensure the requirements are complete, accurate, consistent and unambiguous.
- c) Post the detailed study, the functionality of the proposed application would be agreed with two major boards before beginning the design of the system.

10.2 Solution Design

- a) Based on the requirements study completed, the design of the Solution would be done by the selected System Integrator. An indicative list of documentation to be prepared as part of this phase:
 - 1. Detailed Design document detailing Technical architecture (application, network, and security)

2. Data Architecture, interface architecture and integration architecture, appropriate load balancing and clustering techniques should be adopted by the Successful Bidder in the Solution design for meeting the requirements of the RFP.
3. SRS document shall be prepared and validated with TNLWSD/TNeGA and to meet the standards specified in this RFP. The SRS Validated and approved by the TNLWSD/ TNeGA for all subsequent phases of application development and deployment from an Application requirements perspective.
4. The Successful Bidder is required to keep all such documentation up to date to reflect the latest enhancements/modifications made to the application.

10.3 Application Development

- a) The Successful Bidder would be responsible for developing, testing and implementing the end-to-end application. The application developed would be evaluated against the SRS as approved by the TNLWSD and TNeGA.
- b) The Successful Bidder would be required to deliver the overall application including the web-portal along with all the services of TNLWSD and documentation in line with best standards.
- c) The successful Bidder should consider appropriate open-source technology stack for the development & production environment
- d) The portal should be mobile friendly with facilities to upload documents from mobile devices.
- e) The site will be best viewed with standard web browsers such as IE, Firefox, Mozilla, Chrome, etc.,
- f) Web portal shall have single view of all contact and basic information related TNLWSD including departments, citizens and others related agencies. The basic information related to TNLWSD shall be updated on regular basis whenever required using content management system.
- g) All interface/pages performing similar functionality will have consistent look and feel. Appropriate titles will be given to each page. The titles will specify the functionality of the Page.
- h) Access to the functionality of the application will be controlled based on the user type.
- i) Navigation facilities will be provided to navigate from one page to another page with minimum number of clicks.
- j) The Administration module is the core for the entire application which enables the system administrator to create the user, their roles and access control list, configures the application for the business.
- k) User management function shall provide the functionality to define, add, modify and logical delete user/permissions to the systems. Also, the system administrator shall monitor the activities of each user.
 1. The system must allow to create / update / soft-delete user and user profile.
 2. The system must allow the user to limit access to cases to specified users or user groups.

3. The system should provide for role-based control for the functionality within the system.
4. The system must allow only admin-users to set up user profiles and allocate users to groups.
5. The system must allow changes to security attributes for groups or users (such as access rights, security level, privileges, password allocation and management) to be made only by super-admin
6. System should allow the user to access only those functionalities that he/she is authorized to access.
7. System should allow a maximum of three attempts to login in case of failed to login. This should be followed by a period of non-access.
8. System should allow the user to regenerate a lost password/reset password with set of hint questions.
9. System should allow creation of new users, change of roles and any other actions that affect their authentication and authorization settings.

10.4 Application Testing & User Acceptance Testing (UAT)

- a) Once the application development has been completed by the Successful Bidder, the Successful Bidder will thoroughly test the application at his end. Selected Successful Bidder should carryout Unit Testing, Integration Testing, System Testing and Performance / Load testing. Bidder has to carry out the performance/ load testing within the project cost (bid price) itself. The inputs for this activity will be the design documents approved by the TNLWSD and TNeGA.

10.4.1 Unit Testing

- a) Unit Testing will be done in parallel to the development by successful bidder also the test cases, test matrix and the snapshots of the test results will be submitted to TNLWSD and TNeGA.

10.4.2 Integration Testing

- a) The successful bidder shall thoroughly test the Web Portal at successful bidder's premises for functional testing and integrated testing as per the standards and proven methodologies. A test report of the integration testing with snapshots shall be submitted to the TNLWSD& TNeGA at the time of submission of UAT Test cases.

10.4.3 Performance Testing/Load Testing

- a) The successful bidder shall enable to conduct performance testing on many performance test parameters (industry standard parameters). At the time of requirement sign off the successful bidder may provide their study results for the number of concurrent users and average transactions per day of the proposed system and plan the Performance & Load Testing accordingly.
- b) The successful bidder shall incorporate the changes/suggestion given by the load testing agency.

10.4.4 UAT server Installation

- a) The successful bidder shall deploy the services in a staging server (If department will provide staging environment or otherwise in the development environment itself) for the purpose of UAT.

10.4.5 User Acceptance Testing (UAT)

- a) The Successful Bidder will design detailed procedures for User Acceptance and also develop the UAT plan.
- b) UAT shall be done at TNLWSD. Module wise bugs report shall be submitted to the TNLWSD and TNeGA. The bugs shall be resolved and retested by Successful Bidder. The test cases for UAT will be given by the Successful Bidder and validated by TNeGA and approved by the TNLWSD/TNeGA. The Department would inform the defects identified in each round of UAT to the Successful Bidder. The Successful Bidder will be required to troubleshoot or resolve the defects and resubmit the application to Department. This process of UAT will continue in an iterative manner till zero defects are shown by the Successful Bidder for the test cases developed.
- c) The Successful Bidder also needs to ensure that errors/ defects detected in previous round of tests do not get repeated in successive tests.
- d) The changes if any at this stage shall be made in the software without any additional cost and it shall be updated in SRS. The UAT shall be completed, and signoff shall be obtained from the TNEGA client (TNLWSD department) and TNeGA.

10.5 Release Management

- a) The successful bidder should maintain the source code and other artifacts in a repository system. Every release the release build along with its release note should be maintained the repository. Anytime, the production environment can be rolled back to any of its previous versions without any difficulty.

10.6 Capacity Building and Training

- a) Training plan for State, District and Block level offices has to be prepared based on the training needs and objectives. The Primary components are:

S. No	Description	Remarks
1	Number of Users to be trained	Up to 200
2	Number of training sessions	One for each district and one at State level

- b) The major components of capacity building and training programs are: -
 1. Identification training objectives
 2. Planning and Scheduling
 3. Preparation of training materials, help files and etc.
 4. Provide the required training materials, manuals, help files in both soft and hard copies during the training session for all trainees.
 5. Conduct the training Programme

6. Address the user issues and resolve if required.
 7. Get feedback and close the feedback loop
 8. To train the trainer
- c) The venue, refreshments and other facilities will be provided by the TNEGA client (TNLWSD department) if planned as a face-to-face training. The successful bidder should work out a training and capacity building plan with proper schedule and submitted as part of the overall plan for the project.
- d) Before deployment of the system training needs to be conducted. If any updates or refinement carried out in the system, training may be conducted.

10.7 Software freezing

- a) After UAT and Pilot testing, the software shall be finalized for all the standardized parameters. The Web Portal shall be ready for rollout.

10.8 Rollout and Handholding

10.8.1 Data Center and DR installation

- a) The successful bidder shall size the hardware and software requirements for hosting & deployment and install the application in the production servers. The successful bidder shall finalize the architecture and server configuration and submit to TNLWSD / TNeGA for validation and approval. The successful bidder shall install the Operating System, Database and Web services, Web, Application, DB servers and other required components and services and also support & install the necessary software required for the implementation of e-Sign/ Digital Signature. The web server/middle ware servers shall be configured for the parameters standardized during the UAT and pilot. The application shall be replicated from staging server.
- b) Any modification or corrections in the Web Portal should be done in the staging server and pushed into the production server after testing. The application should comply with all the standardized parameters.

10.8.2 Rollout

- a) The finalized software should be rolled out in TNLWSD/ all Districts/units of Department. The successful bidder shall discuss phased approach with TNLWSD and shall ensure that all the user locations are rolled out within the agreed time frame. After successful rollout, the developed web portal/software applications must be handed over to TNLWSD & TNeGA (Preferably in an encrypted Pen drive) for back-up purpose.
- b) Go-Live means completion of all modules as specified in the SRS. It should be tested and accepted by TNLWSD. The code should be tested/reviewed using industry standard tools and passed. The standard reports for the same must be submitted.

10.9 IT Infrastructure

- a) The Successful Bidder shall be responsible for hosting the Web Portal (responsive) for TNLWSD. The

TNLWSD will buy the H/W & licenses and the successful bidder will support the installation, commissioning and other deployment activities with the OEMs and other stakeholders.

1. The proposed Hosting solution should be centralized on ASP (Application System Integrator) ALL Hosted Solution Model
2. Hosting must be done in Tamil Nadu State Data Center & the ELCOT DR Site.
3. The proposed portal solution should provide followings without compromising in the quality & performance of the services:
 - i. High Reliability
 - ii. High Availability (24*7*365) i.e., > 99% Server Uptime
 - iii. High Scalability (650 concurrent users) with Load Balancing & Clustering as per the need.
 - iv. High Performance (The proposed solution should work even in low bandwidth like 128 Kbps usingdialup connection)
 - v. It should not take more than 6 seconds for responding to the users
- b) The Successful Bidder shall deploy commission and configure the Software, Servers and Networks for the staging and production environment. Also, the environment should test before Go-Live by the successful Bidder. The Successful Bidder should support the content management and training activities. The bidder shall ensure that the deployment strategy and solution for portal/mobile solutions is vendor neutral and not specific to any hardware.

10.10 Implementation and Support

- a) The selected System Integrator's responsibilities during this phase would include:
 1. Implementation and commissioning of the application at all locations.
 2. Provide technical support to resolve any issues logged by internal and external stakeholders through the internet / Helpdesk.
 3. Engage in patch management, testing and installation of software upgrades issued by the OEM/vendors from time to time.
 4. Providing hand holding support on completion of implementation in each implementation and after Go-live for a period of one month.

10.11 Software Change management

- a) Making enhancements / modifications to the application including web-portal arising from changes in legislation or regulations or change in user requirements or any other factors.
- b) Any change to the application from the System Requirements specification document agreed and signed-off by the Department. The Successful Bidder is expected to adopt the relevant procedures, protocols and

standards of a mature Software Development Life Cycle (SDLC) including (but not limited to) the following for any enhancement / amendment done to the application during the course of the Project.

1. Feasibility study / Proposal for change
 2. Requirement study and Impact Analysis
 3. Design
 4. Development
 5. Unit and Integration testing
 6. User acceptance testing
 7. Rollout
- c) Before proceeding to the next phase, the Successful Bidder shall ensure that formal approval of the TNLWSD /TNeGA for deliverables (including documentation) is obtained.
- d) Even for enhancements/amendments to the application, the Successful Bidder will be required to prepare all documentation applicable as otherwise done for the Application as per industry standards. This includes but not limited to
1. Change request logs
 2. Design documents
 3. Test documents
- e) Preparing at-least the following documentation as per industry standards at the implementations stage:
1. Software installation guide
 2. Application release documents
 3. User manuals and training manuals
 4. Detailed documentation of any changes to the application including proposed changes, impact to the system in terms of functional outcomes/additional features added to the systematic.
- f) All documentation should incorporate necessary version control mechanism.

10.12 Software Documentation

- a) An indicative list of documents to be developed and maintained by the Successful Bidder is mentioned with various activities above. All documentation should be prepared as per latest Government standards and should incorporate necessary version control mechanism.

11 Non-Functional Requirements

- a) Bug fixes and updates to the asset or the underlying software stack.
- b) Bidder is required to provide scheduled operations 24hrs a day, 7 days a week, for the portal. No need to deploy manpower onsite however, as per the SLA the bidder has to monitor the Software Application.

- c) The bidder is required to provide 99% system availability uptime measured over a calendar month based on Service Hours of 24/7/365 for the core modules.
- d) The bidder shall provide SLA metrics for database backup, recovery and maintenance.
- e) The bidder shall support resolution times for reported incidents as follows: -
1. **Level 1 Severity - 4 hours**
 2. **Level 2 Severity - 8 hours**
 3. **Level 3 Severity - 16 hours**
 4. **Level 4 Severity - Next release**
- f) The Technical & Functional requirements of this Portal have been categorized into following table:

S. No	Description	Specification
1	Design	Web based with capability to work in internet
2	Architecture	Should support built-in fault tolerance, load balancing and high availability. Should have capability of providing caching functionality.
3	Platform	Platform independent/ capable of running on all major system environments on 64-bit architecture
4	Database	All data (Spatial & Non-Spatial) and metadata should support standard RDBMS portability like MySQL, PostgreSQL etc.
5	Integration	It should support integration based on standards such as XML It should support integration with Email Servers It should be integrated with digitization software
6	File Format	a. Support for latest file formats PNG/ TIFF / JPEG / PDF
7	User Directory	Should support standard LDAP Services like MS Active Directory etc.
8	Search facility for records	a. Search should base on the following: b. Keyword Based Search on the metadata fields c. Nested Searches based on OR, AND, NOT operators d. Content based search e. Thesaurus Based Search f. Provision for automatic saving (through a log) all searches to track the usage pattern. g. Should mandatorily support Wildcard searching. h. Search within search feature i. Extensive search facility to retrieve documents or Folders/Files j. Should support sorting of search results based on relevance, submission date etc. k. Advanced searches like misspelled words, typographical errors, phonetic searching, Word stem searching, etc. is preferred
9	Performance	a. User Login: User should be able to login within a maximum time of 5 seconds

	Benchmarks	<ul style="list-style-type: none"> b. User Logout: User should be able to log out within a maximum time of 5 seconds c. Pages: ALL pages must open (on Archives intranet) within a maximum time of 5 seconds. d. (Navigation: Users should be able to navigate from one to other page in maximum time of 5 seconds. Ability to go back on the previous pages by clicking back button in maximum time of 5 seconds e. Search: Searches must return results within a maximum time of 5 seconds f. Idle Time: Users should be logged out if application is not used more than 5 mins g. Test Report: Third party test reports certifying the above benchmarks should be submitted by IA before Go Live of the application
10	Access Rights	<ul style="list-style-type: none"> a. Allows Multiple User Access levels and Authorization of Users depending on Roles. b. Users shall not be able to delete records. c. Any changes in record shall be appended to the original record d. Secure access providing features like View Records, View Metadata, Update Records, Update Record Metadata, Modify Record etc. should be configurable by the administrator. e. Security definable at folder, sub-folder, and document level Complaints with GIGW guidelines as per standards of Government of India
11	Security	<ul style="list-style-type: none"> a. The viewing of the PDF/A on Internet and Intranet should be secure. b. Application should provide alerts in case of security breaches. The system requirement for security breaches is to be finalized during requirement analysis. c. Should have the ability to automatically remove temporary role assignments after a predefined period. d. Should provide security levels for classifying records as confidential, classified, public access etc.
12	Certification	<ul style="list-style-type: none"> a. Website Quality certification from STQC b. Security Auditing from Cert-in empaneled auditor.
13	Audit	<ul style="list-style-type: none"> a. Log all the actions done by individual users with username with the following functions (not limited to): b. Action which is carried out by the user c. Object to which action is applied d. User carrying out the action e. Date and time for the action f. Audit Trail Report g. Should support both database and file system-based audit logs h. Audit trail should record changes made to metadata associated with any folder or record i. Provide statistics to evaluate usage of repository

14	Reports and alerts	<ul style="list-style-type: none"> a. Provide statistical report on activity and status of all process flows b. Customizable dashboard view based on user rights. Provide the capability for end-users to create ad-hoc reports, to run "on the-fly" c. Audit trail reports
15	Data Backup	<ul style="list-style-type: none"> a. Support automated backup and recovery facility for all records in tape library
16	Software Development Kits	<ul style="list-style-type: none"> a. Provision of all applicable software development kit and web services for interoperability for developing customized software on top of core software
17	Workflow module	<ul style="list-style-type: none"> a. Customization of workflows as per the required modules in the functional requirement of the application <p>System should have the ability of creating ad-hoc workflows</p>
18	Viewing of records	<ul style="list-style-type: none"> a. Server based Inbuilt Document Image Viewer for displaying image document without native viewer. b. Viewer should be browser independent c. PDF documents when opened should be viewed with visible watermarks with print & download/save disabled. d. In case of images with printed English text, the output PDF document should be searchable. In this case the PDF should also be reflowable such that the text readjusts itself on the basis of the size of the screen.
19	Administration	<ul style="list-style-type: none"> a. It should provide web-based and desktop administration module. b. It should support multiple level of access rights like read, create, modify, soft / logical delete etc. on records and folders c. It should have inbuilt health and monitoring tool for proactive monitoring of application and services like No of active users, no of concurrent users, idle session time out etc. d. It should provide ability of doing database schema migration ability to easily migrate to new versions eliminating lengthy version upgrades.
20	Help	<ul style="list-style-type: none"> a. Proposed solution should provide context sensitive 'Help' operation.

11.1 Security Audit

- a) The security audit shall be carried out by the empaneled vendors of TNeGA. The successful bidder should clear the issues (Non-Conformity) reported by the IT security audit agency. After the compliance certificate issues by the IT security audit agency, the Web Portal will be deployed in the SDC cloud environment. The cost of Security Audit shall be paid by TNeGA.
- b) The SSL to be obtained from ELCOT r/c vendor, the generation of CSR and other related activities pertaining to installation & maintenance of SSL certificate belongs to successful bidder. The payment for the

procurement of SSL will be made by the concerned department i.e., TNLWSD.

11.2 Free Warranty and Operation & Maintenance

- a) The successful bidder should maintain the web portal for a period of 12 months after the free warranty period of 12 months after Go-Live. The scope of work for free warranty consists of the comprehensive regular timely operations, content management (add, modify, delete, etc.) of the website, maintenance, CR implementation, H/W and S/W installation & support, commissioning of H/W and S/W components, managing the system alerts & events, SSL implementation and maintenance, UIDAI license/key management support (if required) etc.,
- b) Apart from the above the following detailed activities should be performed one or more times based on the requirement:
1. Bug fixes and updates to the asset or the underlying software stack.
 2. Addition/Removal/Update of content (static or dynamic) or layers including its authoring; where content includes, but is not limited to: Web pages, Style sheets, Images, Audio, Video, Maps, Animation, Scripting, AJAX interfaces, Flash interfaces/content etc. and authoring includes but is not limited to: capturing, development, testing, processing etc.
 3. Server-side activities required for proper functioning, but not limited to: configuration, finetuning, optimization, scripting, and addition/soft deletion/updates of features for the applicable web server(s), application server(s), database server(s) etc.
 4. Replacing any content (photos, videos, text etc.) derived from public domain with the official content as and when they are developed or made available for a given asset.
 5. Feedback-based continuous improvement.
 6. Identification of Preventive and corrective measures with the respect to the changes occurring.
 7. Maintain a log for the operations being done which can be used for further action.
 8. BCP management

11.3 Implementation Timeline

Milestone	Timelines (in month)
Award of Contract (LOA)	T1
Provide performance Bank guarantee, signing of contract and issue of work order	T2 = T1 + 10 days
Data Model, WBS and SRS Sign off	T3 = T2 + 0.5 Months
Development& Integration Testing	T4 = T3 + 4.0 Months
Training & UAT Sign Off	T5 = T4 + 0.5 Months

Security Audit completion	T6 = T5 + 0.5 Month
Deployment & Go Live	T7 = T6 + 0.5 Months
Free Warranty	T8 = T7 + 12 Months
Operations and Maintenance	T9 = T8 + 12 Months

Note: - Liquidated damages will be levied for any delay as per clause. 7.9.

12 Deliverables

a) The selected agency shall deliver the following:

1. Project Plan and Schedule along with Project implementation timeline
2. Data Model
3. Data Flow Diagram
4. Work Breakdown Structure
5. Software Requirement Specifications (SRS)
6. Risk Management Plan
7. Requirement Traceability matrix
8. Test reports along with screen shots for unit and integration testing
9. Release Management Plan & Version control
10. User Manuals, Help files, training materials and Trainings
11. Application Deployment Plan
12. Backup, restore procedure
13. SOP (Standard Operating Procedures) for O&M
14. Source code (complete source code with versions and latest version used in the Go-Live system)
15. Minutes of Meetings

13 Milestone Deliverable Matrix

Sl. No.	Milestone	Deliverable(s)	Approval/Sign-off authority
1	Project Management Plan	Need & Objective, Constraints, Assumptions, Statement of work, Schedule & Milestones, Time, Project Team, Quality, Risk Management, Hardware sizing and Deployment plan	TNLWSD and TNeGA
2	Data Model	Conceptual & Physical Data Model	TNLWSD and TNeGA

3	Data Flow Diagram	Data Flow Diagram	TNLWSD and TNeGA
4	SRS	SRS document, Use Cases, Test Cases & CRs	TNLWSD and TNeGA
5	Work Breakdown Structure	WBS Hierarchy & Tree Structure & WBS Dictionary	TNLWSD and TNeGA
6	Development	Unit report, CRs & complete Source code along with its version management & control	TNLWSD and TNeGA
7	System Testing (Unit & Integration)	Test Matrix, Test report with screen shorts, Action taken Report on Issues & CRs	TNLWSD and TNeGA
8	UAT sign off	UAT report, Action Taken Report on Issues & CRs	TNLWSD and TNeGA
9	Requirement Traceability Matrix	Requirement Traceability Matrix	TNLWSD and TNeGA
10	Training	Training materials, Participation list & Feedback form	TNLWSD and TNeGA
11	Security Audit	Audit Report & Certificate	TNLWSD and TNeGA
12	Implementation	Server Logs for successful deployment and configuration, Screen shots of the portal, reports from the Live system and Source code of entire system (latest version deployed in the Go-Live system)	TNLWSD and TNeGA
13	Release Notes	Release documents for every production update, Build versions along with its relevant source code files, supplements and its related versions	TNLWSD and TNeGA
14	Free Warranty, Operation & Maintenance Support	Bug fixing report, system Tuning report & Patch update. Incident and resolution report, Support personnel attendance if required (in case of T&M payments), SLA compliance report, CRs, production support details report, 11.2 monthly task completion report	TNLWSD and TNeGA

14 SLA Monitoring and Warranty

14.1 Service Level Agreement

- a) The Web Portal should be developed, deployed, and hosted at the central server. Necessary application-level support should be mainly at the server side. However, client level support shall be required when the issues are reported by department.
- b) The successful bidder shall ensure system uptime more than 99%. The uptime will be monitored on a quarterly basis.
- c) The initial contract is for a period of 30 months (6 months for development & deployment, 12 months as free warranty and 12 months for O&M support). The SLA will be monitored during this period.
- d) The onsite support persons shall handle the service calls and comply with the SLA. Any bugs or errors beyond the level of onsite support, the service shall be escalated to the back-office team for rectification.
- e) The successful bidder will maintain logs for the entire contract period.

S. No.	Service	Expected service Level target	Penalty
1	System support - System Availability	99% uptime	<ol style="list-style-type: none"> a) 95% to 98.99%: 1% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount. b) Less than 95%: 2% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount. c) Beyond 10% penalty for the milestone, the Department may take a decision as per the exit clause.
2	Concurrent users	650	<ol style="list-style-type: none"> a) For <650 and >500 concurrent users: 1% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount. b) For <500 concurrent users: 2% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount. c) Beyond 10% penalty for the milestone, the Department may take a decision as per the exit clause.

3	Response Time for the Forms in Application	2 seconds	<p>a) For < 2.00 second: No penalty</p> <p>b) For > 2.00 sec and < 3.00 seconds: 1% of milestone payment amount for every week from the data of SL slippage with a cap of 5% of milestone amount</p> <p>c) For >3.00 seconds: 2% of milestone payment amount for every week from the data of SL slippage with a cap of 10% of milestone amount</p>
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14.2 Warranty Period

- a) **Free Warranty** should be covered for the duration of 12 months from date of Successful Roll Out (Go-live).

15 Change Request

- a) All change requests that may be required for any reason by the Department shall be made in accordance with the procedures to be established by the Department in this regard. The Bidder shall ensure nil downtime of software, prompt execution of customization and enhancement requirements, version control mechanism and also to develop smooth upgrades and version changes, ongoing training and feedback mechanism.
- b) Change requests shall be considered only up to 25% of the contract value for any increase in scope of work. For finalizing the cost implications of the change requests, rates specified in the price discovery of the price bid format will be considered.

16 Intellectual Property Rights (IPR)

- a) The ownership and IPR of the deliverables made under this Contract would always rest with TNLWSD and TNeGA. The ownership and IPR of the Proprietary tools and/or other tools used by the successful bidder or third party or parties for the purpose of making the deliverables would always rest with the respective parties. The successful bidder would disclose such tools to be used under this Contract to TNLWSD and TNeGA.

17 Review and Monitoring

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

18 Exit Clause

- a) At the time of expiry of contract period, as per the contract between the parties, the successful bidder should ensure a complete knowledge transfer to the new professional replacing them within a period of 4 weeks. The successful bidder at the time of exit process will supply the following.
1. All information relating to the work rendered
 2. The developed web portal/ software applications (including source code, User manual, software build

and release configuration files and associated scripts, design & API documents) must be handed over to TNeGA (preferably in a portable drive).

3. Project data and confidential information
4. All other information including but not limited to documents, records and agreements relating to the services reasonably necessary to TNLWSD or any other agency identified to carryout due diligence in order to transition the provision of services to TNLWSD or any other agency identified.
5. All properties provided by TNLWSD shall be returned.
6. Before the date of exit, the successful bidder shall deliver to TNLWSD all new and updated deliverables and shall not retain any copy thereof.

19 Operation & Maintenance for 1 year after free warranty

- a) Payment for O &M will be made in quarterly basis the bidder has to carry out the task defined in clause 11.2 [Free Warranty Period] in O & M period also and payment will be releasing every quarter, upon the successful completion of O & M.
- b) Critical and major issues should be resolved within 2hrs & 4hrs respectively.

20 Payment Terms

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

S. No	Milestone	% Of Total Cost (Software Development including Free warranty + 1 year of O&M (1.01+1.02 Of price bid)	Basis of Approval
I	Total project cost (R)		
1	a) Work Breakdown Structure b) SRS Sign Off	10%	On approval of TNLWSD & TNeGA
2	a) Integration Test Report along with Screen shots b) UAT Sign off c) Traceability Matrix	25%	1. On approval of TNLWSD & TNeGA 2. Copy of Security and Performance

	d) Security Audit clearance		Testing Certification
3	Training & Pilot Roll out	5%	On approval of TNLWSD & TNeGA
4	Go-Live	15%	On approval of TNLWSD & TNeGA
5	On completion of Free warranty period of 12 months	20%	On approval of TNLWSD & TNeGA
6	O & M for a period of 12 months	20%	Payment will be released on completion of every quarter inpro-rata basis, upon approval from TNLWSD & TNeGA
7	After Successful completion of exit management clause as per cl.17 of RFP	5%	On approval of Department of TNLWSD & TNeGA
8	Total cost	100%	

- c) Any payment due to the successful bidder will be released within 30 days from the date of receipt of bills along with acceptance from TNLWSD/ TNeGA.
- d) The TDS amount, Penalty if any, will be deducted from the payment of successful bidder.
- e) The Taxes as applicable during the contract period as specified in the Tender will be paid by TNeGA. In case, the Taxes have been reduced retrospectively, the successful bidder shall be liable to return the same to TNeGA.
- f) The successful bidder shall have full and exclusive liability for payment of all Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc., now or hereafter imposed to the respective statutory authorities. TNeGA/ TNLWSD will not be responsible or liable for default on payment of axes to the statutory authorities.

1. APPENDIX – I: Bank Guarantee Format

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

To

The Commissioner of e-Governance, Tamil Nadu e-Governance Agency,
807, 2nd floor, PT Lee Chengalvarayan Naicker Building, Anna Salai,
Chennai – 600002

Bank Guarantee No:

Amount of Guarantee:

Guarantee covers from:

Last date for lodgment of claim:

This Deed of Guarantee executed by (Bankers Name & Address) having our Head Office at(address) (hereinafter referred to as “the Bank”) in favor of CEO, TNeGA, registered under Societies Act and wholly owned by Government of Tamil Nadu and having its Registered office at No.807, 2nd Floor, PT Lee Chengalvarayan Naicker Building, Anna Salai, Chennai- 600 002 (hereinafter referred to as “the Beneficiary”) for an amount not exceeding Rs. _____/- (Rupees _____ Only) as per the request of M/s. _____ having its office address at _____ (hereinafter referred to as “Successful Bidder”) against Letter of Acceptance reference _____ dated / / of M/s. Tamil Nadu e-Governance Agency. This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs. _____/- (Rupees _____ Only) and the guarantee shall remain in full force upto _____ months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before _____ months from the date of Bank Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the Successful Bidder shall furnish you with a Bank Guarantee by a Scheduled / Nationalized Bank for the sum specified therein as security for compliance with the Successful Bidder performance obligations for a period in accordance with the contract.

AND WHEREAS we have agreed to give the Successful Bidder a Guarantee.

THEREFORE, we (Bankers address), hereby affirm that we are Guarantors and responsible to you on behalf of the Successful Bidder up to a total of Rs. _____/- (Rupees _____ Only) and we undertake to pay you, upon your first written demand declaring the Successful Bidder to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs. _____/- (Rupees _____ Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever raised by the Successful Bidder.

This Guarantee is valid until months from the date of Bank Guarantee. Notwithstanding, anything contained herein, our liability under this guarantee shall not exceed Rs. _____/- (Rupees _____ Only). This Bank Guarantee shall be valid up to ___ months from the date of Bank guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____.

In witness whereof the Bank, through its authorized Officer, has set its, hand and stamp on this.....at

Witness:

(Signature)

(Name in Block Letters)

2. APPENDIX – II: Model Form of Contract

(To be executed on a Rs. 100/- Non-Judicial Stamp Paper bought in Tamil Nadu by the Successful Bidder)
(NO FIGURES IN NUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER)

This CONTRACT is made at Chennai on the..... day of 2021

BETWEEN

Tamil Nadu e-Governance Agency, registered under the Tamil Nadu Societies Registration Act 1975 and having its Registered Office at 807, P.T. Lee. Chengalvarayan Naicker Maaligai, Anna Salai, Chennai - 600 002, being the Service recipient (hereinafter referred to as "TNeGA" which expression shall unless repugnant to the context mean and include its successors and assigns) on Behalf of Tamil Nadu Labour Welfare and Skill Development Department, Government of Tamil Nadu of the FIRST PART.

AND

....., a firm represented herein by, agedyears and having its Registered office at

.....(hereinafter referred to as "Successful Bidder" which expression shall unless

repugnant to the context mean and include its successors and assigns) of the SECOND PART.

Whereas, TNeGA invited a tender vide **Tender Ref: TNeGA/OT/DET/2022-2023 for Selection of System Integrator for Revamping and Maintenance of the Velaivaipu web portal for Department of Employment and Training** as per the Scope of Work Clause 8 prescribed in the Tender document.

Whereas TNeGA and the Successful Bidder in pursuance thereof have arrived at the following terms and conditions.

NOW THEREFORE

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

1) Purpose

- a) The purpose of this Agreement is to maintain in confidence the various Confidential Information, which is provided between TNeGA and System Integrator to perform the considerations (hereinafter called "Purpose") set forth in below:

2) Definition

- a) For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which:

- i. is known to the public (through no act or omission of the Successful Bidder in violation of this Agreement)
- ii. is lawfully acquired by the Successful Bidder from an independent source having no obligation to maintain the confidentiality of such information
- iii. was known to the Successful Bidder prior to its disclosure under this Agreement
- iv. was or is independently developed by the Successful Bidder without breach of this Agreement (or)
- v. is required to be disclosed by governmental or judicial order, in which case Successful Bidder

shall give the TNeGA prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the TNeGA to seek a protective order or other appropriate remedy at TNeGA's sole costs.

- b) Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

3) No Licenses

- a) This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to

enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

4) Disclosure

- a) Successful Bidder agrees and undertakes that it shall not, without first obtaining the written consent of the TNeGA, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.
- b) The Successful Bidder shall use the same degree of care and protection to protect the Confidential Information received by it from the TNeGA as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.
- c) The TNeGA shall not be in any way responsible for any decisions or commitments made by Successful Bidder in relying on the TNeGA's Confidential Information.

5) Return or Destruction of Confidential Information

- a) The parties agree that upon termination/expiry of this Agreement or at any time during its currency, at the request of the TNeGA, the Successful Bidder shall promptly deliver to the TNeGA the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Successful Bidder or its Affiliates or Directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

6) Independent Development and Residuals

- a) Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Successful Bidder from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Successful Bidder does not violate any of its obligations under this Agreement in connection with such development.

7) Injunctive Relief

- a) The parties here to acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

8) Non-Waiver

- a) No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.
- b) This Contract shall remain in force during the Contract period of 30 months as per the Deliverables and Scope of work from the date of signing of this contract. TNeGA may renew/extend the contract for a further period as may be agreed between the parties.
- c) The Successful Bidder agrees to deliver the services as per the scope indicated in the Tender Scope of Work Clause 8 of this Tender within the stipulated period prescribed by TNeGA at the cost arrived at in the PRICE BID. This cost is firm and not subject to enhancement.
- d) The Contract or any part share of interest in it shall not be transferred or assigned by the Successful Bidder directly or indirectly to any person or persons whomsoever without the prior written consent of TNeGA.
- e) Neither TNeGA nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable

control such as:

- i. Natural phenomena including but not limited to earthquakes, floods and epidemics.
 - ii. Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared.
 - iii. Accidents or disruptions including, but not limited to fire and explosions.
- f) The RFP document in relation with this RFP shall be deemed to form and be read and construed as part of this Contract. The Tender enclosures, the offer submitted by the Successful Bidder, the finalized Terms and Conditions and the LoA/Work Order respectively will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the RFP document, the final negotiated offer conditions shall prevail over the tender conditions furnished by the Successful Bidder.

9) Liquidated Damages (LD)

- i. The Bidder must strictly adhere to the implementation schedule, specified in the work order issued by TNeGA to the successful Bidder for performance of the obligations arising out of the Work order and any delay will enable TNeGA to resort to any or both of the following:
 - a) Claim liquidated damages at 0.5% of the contract Value for delayed performance per week of such delay and the Maximum LD applicable is 10% of the contract value. However, LD clause will not be applicable if the delay is not due to issues related to the vendor.
 - b) In case of the termination of the work order by TNeGA due to non- performance of the obligations arising out of the work order, the Earnest Money Deposit / Security Deposit will be forfeited.
- ii. In addition, TNeGA reserves the right to award the work to any other party / parties and the loss / expenses incurred thereafter will be recovered from the Successful Bidder.
- iii. Penalty will be levied if the Assigned work has not been completed in full within the stipulated period subject to Force Majeure conditions.
- iv. The Tender Schedule enclosures, the detailed final offer of the Successful Bidder and the LoA/Work Order will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the work order, the latter shall prevail over the offer conditions furnished by the Successful Bidder.
- v. Notwithstanding anything contained in the penalty clause, TNeGA reserves the right to blacklist the

Successful Bidder from taking part in any of the procurement operations of TNeGA for a minimum period of three years from the date of blacklisting for failure to carry out supply in time or according to the quality and quantity prescribed or any such similar reasons. This penalty shall be over and above all other penalties. Such bidders would be automatically banned for 3 years from taking part in TNeGA's Tenders. As mentioned in the RFP Document in Clause 7.9.

10) Service Level Agreement

- a) The Web Portal should be developed, deployed and hosted at the central server. Necessary application-level support should be mainly at the server side. However, client level support shall be required when the issues are reported by department.
- b) The successful bidder shall ensure system uptime more than 99%. The uptime will be monitored on a quarterly basis.
- c) The initial contract is for a period of 30 months (6 months for development& deployment, 12 months as free warranty and 12 months for O&M support). The SLA will be monitored during this period.
- d) The onsite support persons shall handle the service calls and comply with the SLA. Any bugs or errors beyond the level of onsite support, the service shall be escalated to the back-office team for rectification.
- e) The successful bidder will maintain logs for the entire contract period.

Sl. No.	Service	Expected serviceLevel target	Penalty
1	System support - System Availability	99% uptime	d) 95% to 98.99%: 1% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount. e) Less than 95%: 2% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount. f) Beyond 10% penalty for the milestone, the Department may take a decision as per the exit clause.

2	Concurrent users	650	<p>d) For <650 and >500 concurrent users: 1% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount.</p> <p>e) For <500 concurrent users: 2% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount.</p> <p>f) Beyond 10% penalty for the milestone, the Department may take a decision as per the exit clause.</p>
3	Response Time for the Forms in Application	1 second	<p>d) For < 2.00 second: No penalty</p> <p>e) For > 2.00 sec and < 3.00 seconds: 1% of milestone payment amount for every week from the data of SL slippage with a cap of 5% of milestone amount</p> <p>f) For >3.00 seconds: 2% of milestone payment amount for every week from the data of SL slippage with a cap of 10% of milestone amount</p>

11) Milestone Deliverable Matrix

a) The selected agency shall deliver the following:

1. Project Plan and Schedule along with Project implementation timeline
2. Data Model
3. Data Flow Diagram
4. Work Breakdown Structure
5. Software Requirement Specifications (SRS)
6. Risk Management Plan
7. Requirement Traceability matrix
8. Test reports along with screen shots for unit and integration testing
9. Release Management Plan & Version control
10. User Manuals, Help files, training materials and Trainings
11. Application Deployment Plan
12. Backup, restore procedure
13. SOP (Standard Operating Procedures) for O&M
14. Source code (complete source code with versions and latest version used in the Go-Live system)
15. Minutes of Meetings

12) Milestone Deliverable Matrix

Sl. No.	Milestone	Deliverable(s)	Approval/Sign-off authority
1	Project Management Plan	Need & Objective, Constraints, Assumptions, Statement of work, Schedule & Milestones, Time, ProjectTeam, Quality, Risk Management, Hardware sizing and Deployment plan	TNLWSD and TNeGA
2	Data Model	Conceptual & Physical Data Model	TNLWSD and TNeGA
3	Data Flow Diagram	Data Flow Diagram	TNLWSD and TNeGA
4	SRS	SRS document, Use Cases, Test Cases & CRs	TNLWSD and TNeGA
5	Work Breakdown Structure	WBS Hierarchy & Tree Structure & WBSDictionary	TNLWSD and TNeGA
6	Development	Unit report, CRs & complete Source code along with its version management & control	TNLWSD and TNeGA
7	System Testing (Unit & Integration)	Test Matrix, Test report with screen shorts, Action taken Report on Issues & CRs	TNLWSD and TNeGA
8	UAT sign off	UAT report, Action Taken Report on Issues & CRs	TNLWSD and TNeGA
9	Requirement Traceability Matrix	Requirement Traceability Matrix	TNLWSD and TNeGA
10	Training	Training materials, Participation list & Feedback form	TNLWSD and TNeGA
11	Security Audit	Audit Report & Certificate	TNLWSD and TNeGA
12	Implementation	Server Logs for successful deployment and configuration, Screen shots of the portal, reports from the Live system and Source code of entire system (latest version deployed in the Go-Live system)	TNLWSD and TNeGA
13	Release Notes	Release documents for every production update, Build versions along with its relevant source code files, supplements and its related versions	TNLWSD and TNeGA
14	Free Warranty,	Bug fixing report, system Tuning report & Patch update. Incident and resolution report, Support	TNLWSD and TNeGA

	Operation & Maintenance Support	personnel attendance if required (in case of T&M payments), SLA compliance report, CRs, production support details report, 11.2 Monthly task completion report.	
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13) Implementation Timeline

Milestone	Timelines (in month)
Award of Contract (LOA)	T1
Provide performance Bank guarantee, signing of contract and issue of work order	T2 = T1 + 10 days
Data Model, WBS and SRS Sign off	T3 = T2 + 0.5 Months
Development & Integration Testing	T4 = T3 + 4.0 Months
Training & UAT Sign Off	T5 = T4 + 0.5 Months
Security Audit completion	T6 = T5 + 0.5 Month
Deployment & Go Live	T7 = T6 + 0.5 Months
Free Warranty	T8 = T7 + 12 Months
Operations and Maintenance	T9 = T8 + 12 Months

Note: Penalty / Liquidated damages will be levied for any delay as per clause.7.9

14) Payment Terms

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

S. No	Milestone	% Of Total Cost (Software Development including Free warranty + 3 years of O&M (1.01+1.02 Of price bid)	Basis of Approval
I	Total project cost (R)		

1	c) Work Breakdown Structure d) SRS Sign Off	10%	On approval of TNLWSD & TNeGA
2	e) Integration Test Report along with Screen shots f) UAT Sign off g) Traceability Matrix h) Security Audit clearance	25%	3. On approval of TNLWSD & TNeGA 4. Copy of Security and Performance Testing Certification
3	Training & Pilot Roll out	5%	On approval of TNLWSD & TNeGA
4	Go-Live	15%	On approval of TNLWSD & TNeGA
5	On completion of Free warranty period of 12 months	20%	On approval of TNLWSD & TNeGA
6	O & M for a period of 12 months	20%	Payment will be released on completion of every quarter inpro-rata basis, upon approval from TNLWSD & TNeGA
7	After Successful completion of exit management clause as per cl.17 of RFP	5%	On approval of Department of TNLWSD & TNeGA
8	Total cost	100%	

- a) Any payment due to the successful bidder will be released within 30 days from the date of receipt of bills along with acceptance from TNLWSD / TNeGA.
- b) The TDS amount, Penalty if any, will be deducted from the payment of successful bidder.
- c) The Taxes as applicable during the contract period as specified in the Tender will be paid by TNeGA. In case, the Taxes have been reduced retrospectively, the successful bidder shall be liable to return the same to TNeGA.

- d) The successful bidder shall have full and exclusive liability for payment of all Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc., now or hereafter imposed to the respective statutory authorities. TNeGA/ Tamil Nadu Labour Welfare and Skill Development Department will not be responsible or liable for default on payment of axes to the statutory authorities.
- i. The successful bidder shall have full and exclusive liability for payment of all Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc., now or hereafter imposed to the respective statutory authorities. TNeGA/Tamil Nadu Labour Welfare and Skill Development Department will not be responsible or liable for default on payment of axes to the statutory authorities.
 - ii. Payment will be processed only after receipt of the Invoices from the Bidder.
 - iii. All taxes and other levies imposed by Governments of India will be paid at actual as applicable.
 - iv. **Income Tax:** As per the Income Tax Act and Rules, Income Tax, Surcharge, Educational Cess etc., and any other appropriate levy to Govt. as may be notified from time to time will be deducted from each bill towards Income Tax Deducted at Source (TDS).
 - v. The Successful Bidder hereby agrees to get the refund of incentive and pay back to TNeGA such incentive, if the Government or any other appropriate agency reduces the Excise duty or Service/Sales tax or give incentive of any type retrospectively after releasing the Payment. Failing which action will be taken to recover the above referred amount from the Successful Bidder under the Revenue Recovery Act or any other relevant act.
 - vi. Penalty amount if any will be adjusted in the payment due to the Successful Bidder.
 - vii. All Payments shall be made in Indian Rupees Only
 - viii. The TDS amount, Penalty if any, will be deducted in the payment due to the successful bidder.
 - ix. The Taxes as applicable during the contract period as specified in the Tender will be paid by Department. In case, the Taxes have been reduced retrospectively, the successful bidder shall be liable to return the same to Department.
 - x. The successful bidder shall have full and exclusive liability for payment of all Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc. now or hereafter imposed to the respective statutory authorities. The Department will not be responsible or liable for default on payment of axes to the statutory authorities.
 - xi. **Free Warranty** should be covered for the duration of 12 months from date of Go live.
 - xii. **Operation & Maintenance** Based on the satisfactory report from the department, the quarterly

payment shall be made to the successful bidder.

- e) The Successful Bidder shall be liable and / or responsible for the compliance of all Statutory Provisions, especially those relating to Labour Laws in respect of this Contract.
- f) Any notice from one party to the other given or required to be given hereunder shall be given by either:
 - i. Mailing the same by registered mail, postage prepaid, return receipt requested; or
 - ii. Having the same delivered by courier with receipt acknowledged at the address set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice shall be deemed to have been served if sent by post on the date when in the ordinary course of post, it would have been delivered at the addresses to which it was sent or if delivered by courier on the date of acknowledgement of receipt.
- g) In case of breach of any of the conditions of the contract by the Successful Bidder during the contract period, TNeGA reserves the right to recover costs/liabilities arising directly due to such breach from the Successful Bidder.

15) Termination of Contract

a) Termination for Default

- a) TNeGA may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 15 days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to complete any or all of the works within the time period(s) specified in the Contract, or fails to complete the items of work as per the Completion Schedule or within any extension thereof granted by TNeGA; or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder, in the judgment of TNeGA, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event of TNeGA terminating the Contract in whole or in part, TNeGA may procure the maintenance services upon terms and in such manner as it deems appropriate at the risk and cost of the successful bidder shall be liable to TNeGA for any additional costs for such similar services. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

b) Termination of Insolvency

- c) TNeGA may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to TNeGA.

c) Termination of Convenience

- d) TNeGA may be written Notice, with a Notice period of 15 days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for TNeGA's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Successful Bidder is not entitled to any compensation whatsoever.

Any notice to the successful Bidder shall be deemed to be sufficiently served, if given or left in writing at their usual or last known place of abode or business.

IN WITNESS WHEREOF the Parties have by duly authorized Representatives set their respective hands and seal on the date first above

Signed by:

(Name and designation) For and on behalf of TNeGA

(FIRST PARTY)

Signed by:

(Name and designation) For and on behalf of Implementation Partner

(SECOND PARTY)

WITNESSES:

1. (for FIRST PARTY)

2. (for SECOND PARTY)