



GOVERNMENT OF TAMIL NADU

Tamil Nadu e-Governance Agency(TNeGA)

Request for Proposal

for

Selection of Agencies (Empanelment and Rate Contract) for providing Recruitment Services to TNeGA for IT Human Resource Requirements (direct hires on contract basis) for a Period of 3 Years

Technical Bid Document

Tender Ref No: TNeGA/OT/HRSVCS/2021-2022

Tamil Nadu e-Governance Agency

807, P.T.LeeChengalvarayanNaickerMaaligai,

Anna Salai, Chennai - 600 002.

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Website: www.tnega.tn.gov.in

Important Notice

This Tender (RFP) process is governed by The Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu 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.

Letter of Undertaking

To

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

Sir,

Sub: Undertaking for participating in **Selection of Agencies (Empanelment and Rate Contract) for providing Recruitment Services to TNeGA for IT Human Resource Requirements (direct hires on contract basis) for a Period of 3 Years-Reg.**

Ref: Tender Ref: **TNeGA/OT/HRSVCS/2021-2022**

I/We do hereby submit my/our bid for the **Selection of Agencies (Empanelment and Rate Contract) for providing Recruitment Services to TNeGA for IT Human Resource Requirements (direct hires on contract basis) for a Period of 3 Years** 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 Agencies (Empanelment and Rate Contract) for providing Recruitment Services to TNeGA for IT Human Resource Requirements (direct hires on contract basis) for a Period of 3 Years** 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 five 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/Weunderstand that I/We are liable to be blacklisted by TNeGA/Government of Tamil Nadu for a period of five 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.

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1. Introduction

1.1. About this RFP

TNeGA, as a State Nodal Agency, is responsible for driving all technology initiatives for the Government. TNeGA's primary aim is to develop low cost, technology enabled, scalable solutions to impact Governance and create an inclusive, equitable and universally accessible G2C service delivery mechanisms. TNeGA has established a Centre of Excellence in Emerging Technologies (CEET) focusing on AI, Blockchain, Data Analytics and is helping the Government adopt digital transformation in critical sectors such as Education, Healthcare & Agriculture.

Accordingly, Government of Tamil Nadu has entrusted several major projects to TNeGA. Additionally, several Government departments & agencies have reached out to TNeGA to provide qualified IT human resources for their on-going e-Governance solution development/operational needs.

The objective of this RFP is to empanel agencies for providing recruitment services to TNeGA towards fulfilment of IT human resource requirements in a timely manner. The empaneled agencies are expected to provide recruitment services to TNeGA identifying suitable candidates for a TNeGA's human resource requirements, submitting the profiles, following-up with candidates and TNeGA during the evaluation process towards timely completion of the recruitment process. The bidder has to quote the one-time service charge as a percentage of annual salary payable to the candidate selected through the bidding agency. TNeGA would enter into a contractual agreement with the candidates directly and pay salaries to them as per the agreement.

"Recruitment Services" in this RFP means fulfilment of highly qualified human resource requirements skilled in IT Software Development/IT System Integration /IT Deployment/Technology R&D by an agency/firm for direct hiring by its customers. The activities undertaken by the agency/firm would typically include identifying suitable candidates for a TNeGA's human resource requirements, submitting the profiles to TNeGA, following-up with candidates and TNeGA during the evaluation process towards timely

completion of the recruitment process. For the purpose of clarity, it is emphasized that the term "Recruitment Services" in this RFP does not apply to a firm/agency providing contract staffing services or temporary staffing services or payroll processing services where the employer is the agency/firm while its customer pays the agency/firm for utilizing the services of agency/firm's employees.

The bidders are advised to study this RFP document carefully, before submitting their proposals in response to the RFP Notice. The bids are to be submitted as per the procedures given in this document. The submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

1.2. Definitions

In this document, the following terms shall have respective meanings as indicated:

- i. "TNeGA" shall mean Tamil Nadu e-Governance Agency and GoTN shall mean Government of Tamil Nadu.
- ii. "Client" shall mean the department/organization for which the order is being placed.
- iii. "e-Governance" or IT consultancy - ICT (Information and Communication Technology) based projects in Government/public sector
- iv. "Consulting Service" means any subject matter of procurement (which as distinguished from 'Non Consultancy Services' involves primarily non-physical project-specific, intellectual and procedural processes where outcomes/ deliverables would vary from one consultant to another), other than goods or works, except those incidental or consequential to the service, and includes professional, intellectual, training and advisory services or any other service classified or declared as such by a procuring entity.
- v. "Recruitment Services" means fulfilment of highly qualified human resource requirements skilled in IT Software Development/IT System Integration /IT Deployment/Technology R&D by an agency/firm for direct hiring by its customers. The activities undertaken by the agency/firm would typically include identifying

suitable candidates for a customer's human resource requirements, submitting the profiles to the customers, following-up with candidates and customers during the evaluation process towards timely completion of the recruitment process. For the purpose of clarity, it is emphasized that the term "Recruitment Services" in this RFP does not apply to a firm/agency providing contract staffing services or temporary staffing services or payroll processing services where the employer is the agency/firm while customer pays the agency/firm for utilizing the services of agency/firm's employees.

- vi. "RFP" shall mean Request for Proposal, Tender Document or Bidding Document including the written clarifications issued by TNeGA in respect of the RFP.
- vii. "Authorized Representative/Agency" shall mean any person/agency authorized by TNeGA
- viii. "Contract" shall mean the Work Order placed by TNeGA on successful Bidder and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- ix. "Financial Year" (FY) period from 1st of April till 31st of March of subsequent year.
- x. "Site" shall mean the location(s) for which the work has been allotted and where the services are to be delivered.
- xi. "Specifications" shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Bidding Documents.
- xii. "Bidder" means the firm/consortium offering the solution(s), services and/or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after intimation of Successful Bidder shall mean the Successful Bidder, also called "Agency", on whom TNeGA places Work Order for Delivery of services.
- xiii. "Party" shall mean TNeGA or Bidder individually and "Parties" shall mean TNeGA and Bidder collectively.
- xiv. "Services" means requirements defined in this document including all additional services associated thereto to be delivered by the Bidder.

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.ChengalvarayanNaickerMaaligai, Anna Salai, Chennai - 600 002. Tel No: +91-44-28521112
2.	A) Name of the Work	Selection of Agencies (Empanelment and Rate Contract) for providing Recruitment Services to TNeGA for IT Human Resource Requirements (direct hires on contract basis) for a Period of 3 Years
	B) Tender Ref No.	TNeGA/OT/HRSVCS/2021-2022
3.	Earnest Money Deposit	Rs.1,00,000/- (Rupees One Lakh only) should be paid through online mode.
4.	Contract Period	36Months
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 05.07.2021@ 11.30 hrs. Prebid meeting will be conducted online through video conference (VC) and the link for the VC is https://teams.microsoft.com/l/meetup-

		join/19%3ameeting_Y2RIMDQ4YjQtYWQ0My00MjRiLWI4MTYtNWl2YjYxNzNkZGZl%40thread.v2/0?context=%7b%22Tid%22%3a%2243ba7e2e-286a-4816-bcdc-53c0b403bc51%22%2c%22Oid%22%3a%22cc927e1d-ab69-4e8e-9c4c-a00f1ae435e7%22%7d
8.	Due Date and Time for Bid Submission	On 15.07.2021 upto 11.00 hrs.
9.	Date, Time and Place of Opening of Technical Bids	On 15.07.2021@ 11.30 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 should be fully and completely responsible to TNeGA and State Government for all the deliveries and deliverables.
- g) The Bidder shall submit the scanned copy bid document (in .pdf) and corrigendum (if any) as an acceptance of the bid.
- h) 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 totenders.tnega@tn.gov.in 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> and <http://www.tenders.tn.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: -

https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2RIMDQ4YjQtYWQ0My00MjRiLWI4MTYtNWl2YjYxNzNkZGZI%40thread.v2/0?context=%7b%22Tid%22%3a%2243ba7e2e-286a-4816-bcdc-53c0b403bc51%22%2c%22Oid%22%3a%22cc927e1d-ab69-4e8e-9c4c-a00f1ae435e7%22%7d

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.

- b) No clarifications would be offered within 48 hours prior to the due date and time for submitting the Tender.
- c) 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.
- d) 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.

- e) TNeGA at its discretion may or may not extend the due date and time for the submission of bids on account of any amendments.
- f) 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 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 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.

Provided that the parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic which is ongoing as of the date of the execution of this agreement.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

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.	Basic Requirements	Minimum Eligibility Criteria	Documents to be submitted
4.1.1	Legal Entity	The bidder should be a Company registered under Indian Companies Act, 1956 or Indian Companies Act 2013 or a Partnership registered under the India Partnership Act 1932 or Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008 or Proprietary firm with their registered office in India.	Copy of Letter of Incorporation/ Certificate of Registration attested by Authorized signatory of the bidder.
4.1.2	Presence in India	The bidder must be operating in India for at least the last three financial years i.e. FY 2018-19, FY 2019-20, FY 2020-21.	Certificate issued by the CA (with CA's Registration Number/ Seal) regarding the bidder having operations in India for the last three years i.e. FY 2018-19, FY 2019-20, FY 2020-21.
4.1.3	Nature of Business	The bidder must be in the business of providing Recruitment Services (placement of qualified human resources skilled in IT Software Development/IT System Integration /IT Deployment/Technology R&D on client's rolls – See Section 1.2 Definitions for full definition)to public/private sector enterprises in India for at least the last three financial years, i.e. FY 2018-19, FY 2019-20, FY 2020-21.	Certificate issued by the CA (with CA's Registration Number/ Seal) regarding the bidder's nature of business operations in India for the last three years, i.e. FY 2018-19, FY 2019-20, FY 2020-21.

4.1.4	Company Turnover	The Bidder should have an average annual turnover of INR 10 Crores or above from its Recruitment Services (placement of qualified human resources skilled in IT Software Development/IT System Integration /IT Deployment/Technology R&D on client's rolls- See Section 1.2 Definitions for full definition) from operations in India in the last three financial years, i.e. FY 2018-19, FY 2019-20, FY 2020-21.	Extracts from Audited and certified Balance Sheet & Profit/Loss Account statement for last 3 financial years, i.e. FY 2018-19, FY 2019-20, FY 2020-21. For FY2020-21, provisional statement is acceptable. (OR) Certificate from CA (with CA's Registration Number/Seal).
4.1.5	Technical Capability	The bidder should have successfully placed at least 800 IT human resources skilled in IT Software Development/IT System Integration /IT Deployment/Technology R&D, at a monthly salary \geq INR 50,000 per resource , at public/private sector entities in India in the rolls of the client during the last two financial years (i.e. FY2019-20, FY 2020-21).	1. Purchase order/payment receipt from clients indicating the quantity and salary details. 2. Certificate issued by the CA (with CA's Registration Number /Seal) regarding total no. of IT human resources successfully placed by the bidder and the average monthly salary for the candidates placed.
4.1.6	Office in Tamil Nadu	The Bidder should have at least one office in Chennai. If the Bidder is not having any office in Chennai, then bidder should submit a letter of undertaking to open an office in Chennai 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.

b) The bidder is required to do a self-assessment on the criteria and include the self-assessment as per the template provided in Annexure II along with documentary evidences for meeting the criteria.

c) 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:

Table: Technical Qualification Criteria			
S. No	Technical Qualification Criteria	Max Marks	Documents Required
4.2.1	Total No. of Clients: Total no. of public sector/private sector clients who paid for Recruitment Services (sourcing profiles of highly qualified human resources skilled in IT Software Development/IT System Integration /IT Deployment/Technology R&D– See Section 1.2 Definitions for full definition) by the bidder during the last two financial years i.e., FY 2019-20, FY 2020-21. <ul style="list-style-type: none"> • ≥ 200 clients: 30 marks • $\geq 100 \& \< 200$ clients: 20 marks • $\geq 50 \& \< 100$ clients: 10 marks • < 50 : 0 marks 	30	Certificate issued by the CA (with CA's Registration Number/Seal) with the list of clients and total no. of clients in India successfully served by the bidder for IT human resource requirements (on client's rolls) in the last two financial years i.e., FY 2019-20, FY 2020-21.

4.2.2	Total No. of Successful Placements: Number of human resources skilled in IT Software Development/IT System Integration /IT Deployment/Technology R&D successfully placed in India (on client's rolls) at monthly salary \geq INR 50,000 during the last two financial years (i.e., FY 2019-20, FY 2020-21) <ul style="list-style-type: none"> • ≥ 3000 placements :30 marks • ≥ 1500 but < 3000 resources: 20 marks • ≥ 800 but < 1500 resources: 10 marks • < 800: 0 marks 	30	Certificate issued by the CA (with CA's Registration Number /Seal) with the bidder's list of clients in India and no. of placements in each of them for IT human resource requirements (on client's rolls) at monthly salary \geq INR 50,000 in the last two financial years i.e., FY 2019-20, FY 2020-21. The bidder should be ready to share, on demand by TNeGA, the list of clients with their contact details for any verification/audit requirements.
4.2.3	Total No. of Placements in Chennai: Number of human resources skilled in IT Software Development/IT System Integration /IT Deployment/Technology R&D successfully placed in Chennai (on Client's rolls) at monthly salary \geq INR 50,000 during the last 2 financial years (i.e., FY 2019-20, FY 2020-21) <ul style="list-style-type: none"> • ≥ 1000 resources :25marks • ≥ 500 resources but < 1000 resources :20 Marks • ≥ 200 resources but < 500 resources :10 Marks • < 200 resources : 0 marks 	25	Certificate issued by the CA (with CA's Registration Number /Seal) with the bidder's list of clients in Chennai and no. of placements in each of them for IT human resource requirements (on client's rolls) at monthly salary \geq INR 50,000 in the last three financial years i.e., FY 2019-20, FY 2020-21. The bidder should be ready to share, on demand by TNeGA, the list of clients with their contact details for any verification/audit requirements.

4.2.4	Company Technical BidSubmission and Presentation: Qualitative assessment based on the following parameters: <ul style="list-style-type: none"> • Proposed engagement model • Diversity of profiles handled – technology skills, experience level etc., • Methodologies for sourcing of profiles and placement services • Understanding of technical skill requirements and ability to attract top talent • Value Added Services (Market salary surveys, tools for screening resumes etc.,) 	15	Presentation
Total		100	

- **The bidder is required to do a self-assessment on the criteria and include the self-assessment scores as per the template provided in Annexure III along with documentary evidences for the criteria.**
- **The bidder shall be required to get at least 75 marks out of 100 marks to qualify for next stage i.e. opening of the financial bids.**

Evaluation of technical proposal:

- Tender Scrutiny Committee (TSC) will evaluate whether all the requirements mentioned in the RFP are understood and addressed well.
- The bidder has to make a technical presentation & live demonstration (Cl.4.2.9, 4.2.10 and 4.2.11) to the TSC.

- c) To declare a bidder as technically qualified, the bidder has to score a minimum of 75 marks based on the above said cl.4.2 – TES and financial bids of those bidders who score 75 or above in the TES shall only be opened.

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 in 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 in company's letter head in pdf
 - ii. Technical Bid documents
 - iii. Copy of supporting documents for MEC and TES as .rar file (Zipped) have to 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 the 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 in company’s letterhead as per the format given in this RFP along with Letter of Authorisation	1	PDF (Max 2 MB)
Technical Bid		Upload Format
This Technical Bid document along with corrigendum if any	1	PDF (Max 2 MB)
Minimum Eligibility Criteria (4.1)		Upload Format
1	Copy of documentary proof for clause 4.1.1 as PDF	7 (All these PDF have to be placed in a folder, and zipped as .rar file before submission) RAR (WinRAR) (Max 20 MB)
2	Copy of documentary proofs in chronological order for clause 4.1.2 as merged PDF	
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	
7	Copy of Bidder’s Self-Assessment Sheet for	

	Minimum Eligibility Criteria as per Annexure II.		
Technical Evaluation System (4.2)			Upload Format
1	Copy of documentary proofs for clause 4.2.1 as merged PDF	5 (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 Bidder’s Self-Assessment Sheet as per Annexure III.		
Price Bid			Upload Format
Bill of Quotation (BoQ)		1	.XLS
Total		15	

Note: - Under Technical bid = 14 documents

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

5.5. Bid closing date and time

- a) Bids cannot be submitted 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 print out of Bid

SubmissionConfirmation 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 120days 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 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. submitted without self-assessment sheets for Minimum Eligibility Criteria and Technical Evaluation System as per the templates in Annexure II and Annexure III respectively
 - vii. non-compliance of any of the clauses stipulated in the Tender
 - viii. 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 4.2.5. If the bidder fails to demonstrate their bid will be summarily rejected. Minimum marks to be scored by the bidders in the TES is 75 (seventy five) out of 100, so as to declare the bid as technically qualified. Bidders who score 75 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 Tamil Nadu 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) The financial offers of Bidders who satisfy the MEC (4.1), scored 75 or more out of 100 in TES (4.2) shall be evaluated and the lowest rate quoted for *Recruitment Services – One-time Service Charge - Percentage of Annual CTC per Candidate Recruited through Agency* would be declared the L1 rate.
- e) Negotiations will be conducted with the (L1) bidder in the list of bidders as per d) above for improvement in the scope of work, specification, further reduction in bid price and advancement of delivery schedule.
- f) If there are more than 05 bidders in the list of bidders who satisfy the MEC (4.1), scored 75 or more out of 100 in TES (4.2), their financial offers shall be evaluated and sorted in numerical ascending order of their financial offers - L1, L2, L3 etc., i.e., L1 being the lowest offer and then others in increasing order. In case of a tie in the financial rates quoted by the bidders, the bidder with higher technical evaluation score would be moved up in the order. If there is a tie in both the financial rates and technical evaluation score, the bidder with lower average annual revenue in the past 3 completed financial years would be treated to have a lower priority in financial bid than the other bidder. This is purely for deciding the tie. The L2 bidder shall be allowed to match the L1 rates first. If the L2 bidder does not agree to match the L1 rates, then the offer may be extended to other technically qualified bidders in the order of evaluation as described above. However, the total no. of agencies for empanelment and rate contract shall not exceed 05.
- g) If there are 05 or less bidders in the list of bidders who satisfy the MEC (4.1), scored 75 or more out of 100 in TES (4.2), then all the bidders shall be allowed to match the L1 rates.
- h) Each Bidder as determined in f) or g) above and who agreed to meet L1 rates shall be

eligible for empanelment and rate contract and declared as Successful Bidder. However, the total no. of agencies for empanelment and rate contract shall not exceed 05.

6.6. 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 bidders. After acceptance of the tender and LOA issued by TNeGA, the successful bidders 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.

6.7. 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) Inspect the bidders' premises/Company before or after placement of orders and based on the inspection, reserves a right to modify the quantity ordered.
- c) Withhold any amount for the deficiency in Quality/Service aspect rendered during the contract period.
- d) 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 Contract

7.1. Payment of Security Deposit (SD)

- a) The successful bidder shall have to furnish a Security Deposit (SD) for INR 2,00,000 (Rupees Two Lakhs Only) 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 36 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.
- c) TNeGA reserves the right to ask for additional deposit as Security Deposit in case the penalties levied but not yet enforced on the bidder exceeds the Security Deposit held at the time penalties are levied.

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, the successful bidder is eligible for providing recruitment services to TNeGA.

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 remitted by the bidder will be forfeited to TNeGA.
- b) If the successful bidder fails to remit the SD, the EMD remitted by the bidder 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 to 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 7 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 seven 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 Lead

- a) The successful bidder should nominate and intimate TNeGA, a Project Lead who should be responsible for effective delivery of work complying with all the terms and conditions. The successful bidder should ensure that the Project Lead fully familiarizes with the RFP, Contract and deliverables.

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. In case of the termination of the contract by TNeGA due to non- performance of the successful bidder, the 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.
- 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 sole arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Sole Arbitrator shall be appointed by the CEO, TNeGA. The Sole 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. Neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.
- d) The Sole Arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- e) The venue of the arbitration shall be Chennai and language English. The fees of the sole arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- f) 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.
- g) Subject to the above, the Courts in Chennai alone shall have jurisdiction in this matter.

8. Scope of Work

8.1. Background

TNeGA, as a State Nodal Agency, is responsible for driving all technology initiatives for the Government. TNeGA's primary aim is to develop low cost, technology enabled, scalable solutions to impact Governance and create an inclusive, equitable and universally accessible G2C service delivery mechanisms. TNeGA has established a Centre of Excellence in Emerging Technologies (CEET) focusing on AI, Blockchain, Data Analytics and is helping the Government adopt digital transformation in critical sectors such as Education, Healthcare & Agriculture.

Accordingly, Government of Tamil Nadu has entrusted several major projects to TNeGA. Additionally, several Government departments & agencies have reached out to

TNeGA to provide qualified IT human resources for their new/on-going e-Governance solution development/operational needs.

The objective of this RFP is to empanel agencies for providing recruitment services to TNeGA towards fulfilment of IT human resource requirements in a timely manner. The empaneled agencies are expected to provide recruitment services to TNeGA identifying suitable candidates for a TNeGA's human resource requirements, submitting the profiles, following-up with candidates and TNeGA during the evaluation process towards timely completion of the recruitment process. The bidder has to quote the one-time service charge as a percentage of annual salary payable to the candidate selected through the bidding agency. TNeGA would enter into a contractual agreement with the candidates directly and pay salaries to them as per the agreement.

"Recruitment Services" in this RFP means fulfilment of highly qualified human resource requirements skilled in IT Software Development/IT System Integration /IT Deployment/Technology R&D by an agency/firm for direct hiring by its customers. The activities undertaken by the agency/firm would typically include identifying suitable candidates for a TNeGA's human resource requirements, submitting the profiles to TNeGA, following-up with candidates and TNeGA during the evaluation process towards timely completion of the recruitment process. For the purpose of clarity, it is emphasized that the term "Recruitment Services" in this RFP does not apply to a firm/agency providing contract staffing services or temporary staffing services or payroll processing services where the employer is the agency/firm while its customer pays the agency/firm for utilizing the services of agency/firm's employees.

The bidders are advised to study this RFP document carefully, before submitting their proposals in response to the RFP Notice. The bids are to be submitted as per the procedures given in this document. The submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

8.2. IT Human Resource Requirements

The Empaneled Agencies would be expected to provide validated profiles of suitable resources for the following categories of IT Professionals:

- a. Software Development Professionals
- b. IT Professionals
- c. Data Science Professionals
- d. Knowledge Professionals

The following table liststypicalroles and skill areas for the various profile categories. Detailed requirements such as educational qualifications, technical skills, project experiences would be made available online at TNeGA's web site as and when the need for resource arises.

S No	Category	Roles	Skill Areas
1	Software Development Professionals	<ul style="list-style-type: none"> • Software Developer • Tech Lead • Architect • Project/Program Manager 	<ul style="list-style-type: none"> • Web Front-end • Backend Services • Mobile Applications • Databases • Security • UI/UX • Quality Assurance • Software Engineering • Project Management
2	IT Professionals	<ul style="list-style-type: none"> • System Engineers • System Analysts • DevOps • Business Analysts • Project/Program Manager 	<ul style="list-style-type: none"> • Server/Storage/Networks Administration • Data Centre/Virtualization • Database Administration • Cybersecurity/Infosec • Websites/Content Management • Automation • GIS/Remote Sensing • Technical Writers

3	Data Science Professionals	<ul style="list-style-type: none"> • Data Architect • Data Scientist • Data/Bi Analyst • Data Engineer • AI/ML Engineer 	<ul style="list-style-type: none"> • Big Data • ETL, Data warehouses, Data Lakes • Data Analytics, Statistical modelling, R/Python etc., • Data Visualization • AI/ML – Computer Vision, NLP etc.,
4	Knowledge Professionals	<ul style="list-style-type: none"> • Social Media Manager • Content Writer • Content Collector • Graphics Designer • Video Editor 	<ul style="list-style-type: none"> • Social Media Engagement • Multimedia Content Design • Digital Marketing

It is mandatory that the Agency has the capacity and capability to provide, on demand by TNeGA, resources satisfying any or all of the roles/skill areas specified in the table above. Further, TNeGA may add/modify the categories and roles/skill areas from time to time as per its needs. A few sample job descriptions are included in Annexure VI for the purpose of illustration.

8.3. Methodology for Fulfilment of Resource Requirements

Open Call for Contract Staff and Submission of Profiles

1. The requirements for IT Resources on contract mode would be assessed by TNeGA and listed in TNeGA's website (referred as "Contract Roles" henceforth) on a continuing basis. Additionally, the requirements may be advertised in newspapers and social media at the discretion of TNeGA.
2. Any candidate interested in applying for the Contract Roles may apply directly to TNeGA via its web site online and submit relevant details such as educational qualifications, experience in the industry, resume etc.,
3. The Empaneled Agency would identify suitable candidates matching the skill-sets, educational qualification, experience and other criteria as specified in the Listing and

upload their resumes online at TNeGA's web site using specific URL/credentials provided to the Agency.

4. The Agency is expected to submit a minimum of 02 profiles for each of the contract positions notified by TNeGA on its website before the specified due date. The agency should submit additional profiles on demand by TNeGA if the initial set of 2 profiles do not meet TNeGA's requirements.
5. The Agency is expected to carry out its due diligence of candidates before submitting their profiles to TNeGA. Such due diligence should minimally include candidate's technical suitability and interest/commitment in a contract role with TNeGA.
6. If a candidate applies directly to TNeGA for a specific Contract Role and the same candidate is proposed by the Agency also, the said candidate would not be considered as proposed by the Agency. No service charges would be payable to the Agency in this scenario even if the candidate were to be selected by TNeGA. TNeGA's decision is final and binding on the Agency in this regard.
7. In case of multiple Agencies submitting profiles of the same candidate, the agency which submitted the profile earlier (based on the timestamp of online submission) would be considered as eligible for service charge payment, subject to the restrictions as per item 4) above. TNeGA's decision is final and binding on the Agencies in this regard.

Candidate Evaluation, Selection & Offer Process

8. TNeGA shall shortlist from the list of applicants (either received directly or through the Empaneled Agencies) based on the eligibility criteria determined by TNeGA, conduct technical interviews/evaluations and select candidates as per its requirement.
9. The Agency in mutual coordination with TNeGA shall arrange for interview of its proposed candidates within a maximum 03 working days from the date of the intimation by TNeGA to the Agency. The said timelines apply unless explicitly agreed to otherwise by TNeGA in writing.
10. The candidates would have to make their own arrangements to appear for the interview/evaluation. TNeGA would decide the mode and place of interview/evaluation.

11. TNeGA shall fix the salary for the candidate and enter into a contractual agreement with the candidate directly. The contract would be limited to a defined time period, such as for two years typically, and may vary from candidate to candidate depending on TNeGA/department requirements.
12. TNeGA shall pay salary directly to the staff as per the contract terms and conditions. A model contract between TNeGA and the selected candidates with the details of terms and conditions are included in Annexure V. TNeGA reserves the right to update/modify the terms and conditions as per its requirements.
13. The Agency should ensure that a selected candidate would be able to join the organization within 30 working days from the date of offer made by TNeGA. The said timelines apply unless explicitly agreed to otherwise by TNeGA in writing.

Agency Considerations

14. Agency would be eligible to receive One-time Service Charges for the selected candidate only after the candidate accepts the contractual offer made by TNeGA and joins TNeGA as per the terms & conditions in the offer. Payment would be made strictly in accordance with the SLAs and Payment terms as set forth in this RFP.
15. Agency is required to share current and expected salary of candidates proposed by them and also typical salary levels in the market for the contract roles on offer. However, there is no obligation on the part of TNeGA to fix/modify contractor remunerations based on the information provided by the Agency. The decision of TNeGA is final in this regard.
16. If a selected candidate is found to have misrepresented any facts during the course of his/her candidature, TNeGA would take appropriate action including withdrawal of the offer letter, termination of the contract and any other action as deemed fit by TNeGA. The Agency would not be entitled to any One-time Service Charge in case TNeGA terminates the contract of an employee on account of misrepresentation of facts presented during the course of his/her candidature.
17. As per industry best practices, it is expected that the Agency normally would not charge the candidates appearing through them for their candidature to contract roles at TNeGA. In any case, TNeGA does not take any responsibility of any amount/fees/charges by whatever name called, which the agency may charge from the

prospective candidates who come through the agency. TNeGA will not be a party to any such dealing and strongly discourages this practice.

9. 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

Contract roles would be notified by TNeGA on its web site and optionally advertised in newspapers as per its requirements on a continuing basis. The empaneled agencies should submit the profiles before the due date notified by TNeGA.

10. SLA Monitoring

The following Service Levels are expected from the Empaneled Agency throughout the contract period and in case of lapses, penalties as stated below are applicable. The penalty shall be deducted while making payments to the invoices raised by the agency for the services provided.

S No	Baseline Performance	Breach in Performance	Penalty for Breaches
1	After having joined TNeGA, the candidate referred by the Empaneled Agency shall serve at TNeGA for the entire contract duration or at the least 90 days (where	After having joined TNeGA, the candidate referred by the Empaneled Agency leaves TNeGA within 90 days (where contract duration is for an year or more); or within 1/4 th of the contract duration	The empaneled agency will not be eligible for one-time service charge applicable for the candidate. Further, the Empaneled Agency would be levied a penalty of 25% of One-time Service Charge applicable for the candidate. TNeGA would recover any payment

	contract duration is for an year or more) or 1/4 th of the contract duration (where the contract duration is less than an year).	(where the contract duration is less than an year).	already paid to the agency by TNeGA as One-time Service Charge for the said candidate.
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- (a) If the penalty levied on a successful bidder in a financial year exceeds 5% of the amount paid to the bidder during that financial year for the delivery of services as per this RFP, TNeGA reserves the right to invoke termination clause or terminate the contract all-together.
- (b) If the successful bidder is not able to fulfill any resource requirements for a period of six consecutive months, TNeGA reserves the right to invoke termination clause or terminate the contract all-together. This clause may not apply where the failure of the successful bidder could be attributed to TNeGA not opening any contract positions for recruitment in the said period.
- (c) TNeGA also reserves the right to invoke the Performance Security furnished by the successful bidder at the time of signing the Contract with TNeGA, if for any reason stated in the Contract document, the Contract of the successful bidder is terminated.
- (d) TNeGA reserves the right to ask for additional amount as Security Deposit in case the outstanding penalties exceed the Security Deposit.

11. Change Request

- a) All change requests that may be required for any reason by TNeGA shall be made in accordance with the procedures to be established by TNeGA in this regard.
- b) The Service Levels may change as the roles and responsibilities evolve over the course of the Contract period.
- c) Any changes to the Service Level provided during the term of the Contract between TNeGA and the Successful bidder and as defined above, will be requested, documented and negotiated in good faith by TNeGA and the Successful bidder. Change in Service Level can be requested by either party (TNeGA or Successful bidder).

- d) Upon receiving any revised requirement in writing, from TNeGA, the Successful bidder would discuss the matter with TNeGA to gain a better understanding of the requirement.
- e) In case such requirement arises from the side of the Successful bidder, it would communicate in writing the matter with TNeGA as well as discuss the matter, giving reasons thereof.
- f) In either of the two cases as explained above, both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a change in Service Levels or not.
- g) If it is mutually agreed that such requirement constitutes a "Change in Service Levels" then a new Service Level Agreement will be prepared and signed by the Successful bidder and TNeGA to confirm a "Change in Service Level" and will be documented as an addendum to this Contract.
- h) In case, mutual Agreement is not reached, TNeGA has the right to exit the contract based on the change in requirement.

12. Confidentiality

The empanelled agency and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of TNeGA or its clients without the prior written consent of TNeGA.

13. Intellectual Property Rights (IPR)

- a) The ownership and IPR of the deliverables made under this Contract would always rest with 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 TNeGA.
- b) The selected bidder or any of its personnel, shall not retain any raw data/ intermediate data/ finished product/ customized solution/ source code/initial, intermediate & final

reports etc. generated or shared with the successful bidder as part of this project. All such data / information should be transferred to TNeGA when the personnel deployed by the successful bidder leave the project and/or when the contract is terminated/expires, by not keeping any copy of such data.

- c) Intellectual Property Rights (IPR) of all the deliverables, including data captured, source code, intermediate data, all information pertaining to customized development of application / software component etc., shall remain with TNeGA/line departments.
- d) The selected bidder shall not keep/ store/ distribute copy of raw as well as developed data at its premises or elsewhere without the knowledge of TNeGA during and after the completion of the contract period.
- e) The selected bidder shall delete all such copies of data available with them during the closure of the contract and submit an undertaking to TNeGA on the compliance of same.
- f) Any breach of trust/ source code/ IPR during the project may lead to termination of the project and necessary action/ legal proceeding as deemed fit by TNeGA.

14. Review and Monitoring

- a) The successful bidder would be accountable to TNeGA for successful implementation of the contract. TNeGA will hold review meetings and the successful bidder should report the progress to TNeGA and adhere to the decisions made during the review meeting.

15. 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.
 - i. All information relating to the work rendered
 - ii. Project data and confidential information
 - iii. All other information including but not limited to documents, records and agreements relating to the services reasonably necessary to TNeGA or any

other agency identified to carryout due diligence in order to transition the provision of services to TNeGA or any other agency identified.

- iv. All properties provided by TNeGA shall be returned.
- v. Before the date of exit, the successful bidder shall deliver to TNeGA all new and updated deliverables and shall not retain any copy thereof.

16. Payment Terms

- a) Payment terms & schedule - Payments to the successful bidder shall be made on the services provided by the successful bidder as per the Scope of Work mentioned under the RFP/Contract signed between the successful bidder and TNeGA.
- b) The payments will be computed on the basis of *Recruitment Services – One-time Service Charge - Percentage of Annual CTC per Candidate Recruited through Agency*, agreed upon by TNeGA and the successful bidder at the time of signing the Contract, applied to the annual salary of the candidates selected through the bidder. Where the contract with the candidate is for a period less than an year, the One-time service charge payable would be pro-rated for the duration. (For e.g., assume TNeGA offers a contract role to a candidate for a period of 10 months at INR 50,000 per month. Assuming, the One-time Service Charge as 5%, the Agency would be eligible for a payment for $5\% * (12 * 50,000) * (10/12) = \text{Rs. } 25,000$).
- c) The One-time Service Charge payable to the successful bidder will be paid in 02 instalments, only after the said candidate joins TNeGA. The first instalment of 25% payment would be payable one week after the candidate has joined TNeGA and the remaining 75% would be payable at the end of 3 months after the candidate has joined TNeGA. Payments due to the Agency would be made after deducting any penalties, if applicable, as per the SLAs defined in Section SLA Monitoring.
- d) Penalties, if any, for violating the Service Levels will be computed at the end of each payment cycle (monthly). The penalties may be adjusted in the payment due to the successful bidder in the subsequent month.
- e) The selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices (in triplicate) describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions

of the contract and upon fulfilment of all the obligations stipulated in the Contract. The Selected Bidder shall submit the invoice for payment on a quarterly basis.

- c) In case of early termination of the Contract between the TNeGA and the successful bidder, the payment shall be made to the successful bidder as mentioned herewith only towards performance of the contract to the extent not terminated.
- f) Due payments shall be made promptly by the purchaser, generally within thirty (30) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.
- g) The currency in which payments shall be made to the supplier/selected bidder under this Contract shall be Indian Rupees (INR) only.
- h) All remittance charges will be borne by the supplier/selected bidder.
- i) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- j) The TDS amount, Penalty if any, will be deducted from the payment of successful bidder.
- k) 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.
- l) 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 will not be responsible or liable for default on payment of taxes to the statutory authorities.

Annexure 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 ChengalvarayanNaicker 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 ChengalvarayanNaicker 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 for Selection of System Integrator for Design, Develop and Maintain the Software Application for Tamil Nadu Motor Vehicle Maintenance Department. 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)

AnnexureII: Bidder's Self-Assessment Sheet for Minimum Eligibility Criteria

[To be filled in by the bidder and submitted along with the bid documents.]

S.No.	Basic Requirements	Minimum Eligibility Criteria	Documents to be submitted	Compliance to Minimum Eligibility Criteria (Yes/No)	Documentary Evidence Submitted
1	Legal Entity	The bidder should be a Company registered under Indian Companies Act, 1956 or Indian Companies Act 2013 or a Partnership registered under the India Partnership Act 1932 or Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008 or Proprietary firm with their registered office in India.	Copy of Letter of Incorporation/ Certificate of Registration attested by Authorized signatory of the bidder.		
2	Presence in India	The bidder must be operating in India for at least the last three financial years i.e. FY 2018-19, FY 2019-20, FY 2020-21.	Certificate issued by the CA (with CA's Registration Number/ Seal) regarding the bidder having operations in India for the last three years i.e. FY 2018-19, FY 2019-20, FY 2020-21.		
3	Nature of Business	The bidder must be in the business of providing Recruitment Services (placement of qualified human resources skilled in IT Software	Certificate issued by the CA (with CA's Registration Number/ Seal) regarding the bidder's nature of business operations in		

		Development/IT System Integration /IT Deployment/Technology R&D on client's rolls – See Section 1.2 Definitions for full definition) to public/private sector enterprises in India for at least the last three financial years, i.e. FY 2018-19, FY 2019-20, FY 2020-21.	India for the last three years, i.e. FY 2018-19, FY 2019-20, FY 2020-21.		
4	Company Turnover	The Bidder should have an average annual turnover of INR 10 Crores or above <u>from its Recruitment Services</u> (placement of qualified human resources skilled in IT Software Development/IT System Integration /IT Deployment/Technology R&D on client's rolls – See Section 1.2 Definitions for full definition) from operations in India in the last three financial years, i.e. FY 2018-19, FY 2019-20, FY 2020-21.	Extracts from Audited and certified Balance Sheet & Profit/Loss Account statement for last 3 financial years, i.e. FY 2018-19, FY 2019-20, FY 2020-21. For FY2020-21, provisional statement is acceptable. (OR) Certificate from CA (with CA's Registration Number/Seal).		
5	Technical Capability	The bidder should have successfully placed at least 800 IT human resources skilled in IT Software Development/IT System Integration /IT Deployment/Technology R&D, at a monthly salary >= INR 50,000 per resource , at public/private sector entities in India in the rolls of the client during the last two financial years (i.e. FY2019-20, FY 2020-21).	1. Purchase order/payment certificate from clients indicating the quantity and salary details. 2. Certificate issued by the CA (with CA's Registration Number /Seal) regarding total no. of IT human resources successfully placed by the bidder and the average monthly salary for the candidates placed.		

6	Office in Tamil Nadu	The Bidder should have at least one office in Chennai. If the Bidder is not having any office in Chennai, then bidder should submit a letter of undertaking to open an office in Chennai 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.		
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AnnexureIII: Bidder's Self-Assessment Sheet for Technical Evaluation System

[To be filled in by the bidder and submitted along with the bid documents.]

S No	Technical Qualification Criteria	Max Marks	Documents Required	Self-Assessment Score	Documentary Evidence Submitted
1	Total No. of Clients: Total no. of public sector/private sector clients who paid for Recruitment Services (sourcing profiles of highly qualified human resources skilled in IT Software Development/IT System Integration /IT Deployment/Technology R&D – See Section 1.2 Definitions for full definition) by the bidder during the last two financial years i.e., FY 2019-20, FY 2020-21. <ul style="list-style-type: none"> • ≥ 200 clients: 30 marks • ≥ 100 & < 200 clients: 20 marks • ≥ 50 & < 100 clients: 10 marks • < 50 : 0 marks 	30	Certificate issued by the CA (with CA's Registration Number /Seal) with the list of clients and total no. of clients in India successfully served by the bidder for IT human resource requirements (on client's rolls) in the last two financial years i.e., FY 2019-20, FY 2020-21.		
2	Total No. of Successful Placements: Number of human resources skilled in IT Software Development/IT System	30	Certificate issued by the CA (with CA's Registration Number /Seal) with the bidder's		

	<p>Integration /IT Deployment/Technology R&D successfully placed in India (on client's rolls) at monthly salary \geq INR 50,000 during the last two financial years (i.e., FY 2019-20, FY 2020-21)</p> <ul style="list-style-type: none"> • \geq 3000 placements :30 marks • \geq 1500 but <3000 resources: 20 marks • \geq 800 but <1500 resources: 10 marks • < 800: 0 marks 		<p>list of clients in India and no. of placements in each of them for IT human resource requirements (on client's rolls) at monthly salary \geq INR 50,000 in the last two financial years i.e., FY 2019-20, FY 2020-21.</p> <p>The bidder should be ready to share, on demand by TNeGA, the list of clients with their contact details for any verification/audit requirements.</p>		
3	<p>Total No. of Placements in Chennai:</p> <p>Number of human resources skilled in IT Software Development/IT System Integration /IT Deployment/Technology R&D successfully placed in Chennai (on Client's rolls) at monthly salary \geq INR</p>	25	<p>Certificate issued by the CA (with CA's Registration Number /Seal) with the bidder's list of clients in Chennai and no. of placements in</p>		

	<p>50,000 during the last 2 financial years (i.e., FY 2019-20, FY 2020-21)</p> <ul style="list-style-type: none"> • ≥ 1000 resources : 25 marks • ≥ 500 resources but < 1000 resources : 20 Marks • ≥ 200 resources but < 500 resources : 10 Marks • < 200 resources : 0 marks 		<p>each of them for IT human resource requirements (on client's rolls) at monthly salary \geq INR 50,000 in the last three financial years i.e., FY 2019-20, FY 2020-21.</p> <p>The bidder should be ready to share, on demand by TNeGA, the list of clients with their contact details for any verification/audit requirements.</p>		
Total		85			

Annexure IV: Model Recruitment Services Agreement

(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 2020

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 Building, Anna Salai, Chennai - 600002, 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 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: Tender Ref No: TNeGA/OT/HRSVCS/2021-2022 for Selection of Agencies (Empanelment and Rate Contract) for providing Recruitment Services to TNeGA for IT Human Resource Requirements (direct hires on contract basis) for a Period of 3 Years** as per the scope of work and the terms and conditions 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 Empaneled Agency 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)
 - i. is lawfully acquired by the Successful Bidder from an independent source having no obligation to maintain the confidentiality of such information
 - ii. was known to the Successful Bidder prior to its disclosure under this Agreement
 - iii. was or is independently developed by the Successful Bidder without breach of this Agreement(or)
 - iv. 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. TNeGA shall not be in any way responsible for any decisions or commitments made by Successful Bidder in relying on TNeGA's Confidential Information.

5) Return or Destruction of Confidential Information

- a. The parties agree that upon termination/expiry of this a 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 hereto 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

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.

9) This Contract shall remain in force during the Contract period of 36 months as per the Deliverables and Scope of work from the date of signing of this contract.

10) 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.

11) 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.

12) 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:

- a) Natural phenomena including but not limited to earthquakes, floods and epidemics.
- b) Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared.
- c) Accidents or disruptions including, but not limited to fire and explosions.

13) 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.

14) Liquidated Damages (LD) – as per clause 7.9 of this RFP

15) Service Level Agreement – as per clause 10 of this RFP

16) Implementation Timeline– as per clause 9 of this RFP

17) Payment Terms – as per clause 16 of this RFP

18) 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.

19) Any notice from one party to the other given or required to be given hereunder shall be given by either:

- a) Mailing the same by registered mail, postage prepaid, return receipt requested; or
- b) 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.

20) 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.

21) Termination of Contract – as per clause 7.6 of this RFP

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)

Annexure V: Model Agreement between TNeGA and Consultant on Contract

[This is a model of the consultancy services agreement that would be made between a successful candidate interested in offering consultancy services and TNeGA. TNeGA reserves the right to modify the terms and conditions set forth in this annexure as per TNeGA/user department's requirements. The model agreement is included here for informational purposes only.]

SERVICES PROCUREMENT AGREEMENT

PRIVATE & CONFIDENTIAL

[DD-MM-YYY]

To

<Candidate Name>

Ref : Your selection for providing Technical Consultancy Services to Tamil Nadu e-Governance Agency (TNeGA) based on your interview by TNeGA.

1. Introduction

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 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.

TNeGA desires to engage you, as a **<Designation>** on **Contractual basis** ("**Consultant on Contract**") based on **<G.O>**, to provide e-Governance solutions and services (more particularly detailed subsequently in this Agreement) for its clients, based on your assurance that you have the necessary skills and expertise to provide such solutions and services satisfactorily.

This Service Procurement Agreement confirms that TNeGA has engaged you as a Consultant to provide the e-Governance solutions and services on the terms and conditions of this agreement.

2. Effective Date.

This Agreement is made effective from the date of joining. The Services shall be provided by the Consultant for *<two years or as per project requirement>* from the date of joining, subject to the termination clause indicated in this agreement. Upon expiry, if mutually agreed, Parties may renew this Agreement on similar terms and conditions, subject to satisfactory completion of TNeGA's business relationship checks.

3. TNeGA's Clients

Government Departments, Agencies, Public Sector Units (PSUs), Statutory Authorities of Government of Tamil Nadu and other entities (whether Government or private) where TNeGA has any interest.

4. Scope of Work/Service

The Consultant shall deliver the e-Governance work/service on all assigned to him/her within the agreed timeframe. The broader scope of (indicative) work would be in the following technology domain/area as follows:

1. e-Governance applications development/maintenance/support
2. Databases
2. AI/Machine Learning
3. Big Data & Data Analytics
4. Internet of Things
5. Blockchain
6. GIS and Remote Sensing
7. e-Governance applications development/maintenance/support
8. Any other technology/domain area assigned by TNeGA

The individual assignments and works depends on the requirement of TNeGA which may vary depending on the client's requirements from time to time.

5. Timeline for deliverables

Consultant shall be bound by the project plan or work plan & schedule agreed to by TNeGA its clients. TNeGA would inform Consultants of their responsibility for any/all changes to the plan and schedule made by TNeGA or its clients.

6. Pricing Information

Subject to satisfactory completion of the services under this Agreement, TNeGA would pay you a **monthly CTC** of **<Amount> (Rupees....Only)** exclusive of GST. The fee is inclusive of all cost of local travel & transport in Chennai, telephone/fax charges etc. In case of outstation travel, the expenses would be reimbursed on actuals by TNeGA. No additional charge in respect thereof will be due and payable.

Consultant agrees that payments will be made by TNeGA after deducting applicable TDS.

Key Contacts

Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or the Consultant when sent communication to TNeGA at the address specified below:

The Joint Chief Executive Officer
Tamil Nadu e-Governance Agency
807, 2nd Floor,
P.T.Lee Chengalvaraya Trust Building
Anna Salai, Chennai – 600 002

7. Confidentiality

7.1 Confidential Information

TNeGA may disclose its own or its client's confidential information to the Consultant in the course of performance of this agreement, and in some cases, TNeGA's client may also disclose confidential information to the Consultant. Collectively both are referred to as "Confidential Information".

7.2 Use of Confidential Information

Consultant agrees, to use Confidential Information only in discharge of his/her duty pursuant to this Agreement. The Consultant undertakes not to disclose such Confidential Information to any third party, without TNeGA's prior written consent. The Consultant shall take all measures to protect the Confidential Information which comes in his/her possession. No Confidential Information should be copied or revealed to anyone by the Consultant and he/she agrees to maintain Confidential Information in a secure location. The confidentiality obligations of the Consultant under this Agreement shall survive the termination or expiry of this Agreement.

7.3 Non-Disclosure & Intellectual Property Agreement

In connection with the Services and the deliverables, the Consultant shall sign a separate non-disclosure, confidentiality & Intellectual Property agreement with TNeGA upon joining.

8. Data Protection and Privacy Compliance

The Consultant shall comply with all present and future data protection laws, rules and directions from Government of Tamil Nadu and Government of India.

9. Breach of Agreement

Any breach of this agreement by the Consultant may result in termination of his/her contract. Breach of condition(s) mentioned in items 8 and 9 above may attract civil and criminal liabilities.

10. Termination of Agreement

This Agreement may be terminated by TNeGA or the Consultant at any time by **giving not less than 60 days written notice in advance**. However, **TNeGA retains the right to terminate this agreement for gross failure and negligence to perform on part of the Consultant.**

11. Acknowledgement and Acceptance

The Consultant shall acknowledge the acceptance of the terms of this Agreement by **signing the confirmation Acknowledgement Slip below and returning a signed copy of this agreement together with the Acknowledgement slip to the above address.**

The Consultant **shall initial on all the pages of this Agreement.**

The Consultant should fill up & sign the personal information form appended to this agreement in Annexure-1 and submit it upon joining. The consultant should indicate his/her proposed date of joining TNeGA in the Acknowledgement Slip.

Chief Executive Officer,
Tamil Nadu e-Governance Agency

/ Forwarded by Order/

Joint Chief Executive Officer, TNeGA

Annexure VI: Sample Job Descriptions for Select Resource Requirements

[The following table lists sample job descriptions for a few requirements. It should be noted that the JDs provided here are only for the purposes of illustration and actual requirements may vary depending on the project. For e.g., some projects may need resources experienced in LAMP stack, others may require proficiency in Node.JS/JavaScript based stacks, people with hands-on experience in Python/Machine Learning, Blockchain etc.,]

S.No.	Role	Educational Qualification	Years of Exp.	Skills/Work Experience
1.	Architect - Backend Services	B.E./B.Tech/M.E./M.Tech/MS/Ph D in Computer Science/Information Technology/Engineering	10+	<ul style="list-style-type: none">• Deep knowledge of enterprise architecture and design patterns• Proven experience with Core Java, Spring (ORM, Security, MVC, AOP and Integration Framework), Spring Boot and JPA / Hibernate• Should know any JMS implementations (ActiveMQ, RabbitMQ, IBM MQ etc.)• Knowledge of/Experience with other back-end programming languages e.g. PHP, Python, Ruby, etc., is desirable• Should have experience with Relational Databases (SQL, PL/SQL), NoSQL (like Cassandra), Apache Ignite and Elasticsearch.• Experience on Web services protocols like REST, SOAP and experience in developing using HTTP• Experience with/good knowledge of secure application development practices, authentication frameworks for SSO etc.,• Should have knowledge of Continuous integration and continuous deployment (CD/CI) using Git/CVS/SVN and Jenkins.• Good knowledge of microservices architecture, Linux Container like Docker and orchestration platforms like Kubernetes, docker swarm and compose etc.

				<ul style="list-style-type: none"> • Experience with cloud platforms (AWS, Azure, etc.) and cloud native design is highly desirable • Knowledge in emerging technologies like AI, Blockchain and Internet of Things (IOT) is highly desirable
2.	Tech Lead - Front-end	B.E./B.Tech/M.E./M.Tech/MS in Computer Science/Information Technology/Engineering	7+	<ul style="list-style-type: none"> • Strong experience in JavaScript ES6+, HTML 5, CSS3 • Experience with UI frameworks such as React, Angular, Vue.js • Good Experience of implementing Enterprise Content Management System (CMS) • Solid knowledge of common JavaScript design patterns • Good working knowledge of CSS pre-processors, web pack, JSX, and Node.js, task runners • Good working knowledge of UI component libraries like Bootstrap, Material UI • Proficient in view layout and rendering technologies (e.g., responsiveness, progressive enhancement, browser/device support) • Understands how to optimize the delivery of code and assets (e.g., images, fonts) to a browser or device (e.g., lazy loading assets, caching, compression, etc.) • Proficient understanding of cross-browser compatibility issues and ways to work around them. • Familiarity with Maps APIs and with the process of rendering geospatial data and information into interactive visualizations • Good understanding of SEO principles and ensuring that application will adhere to them.

				<ul style="list-style-type: none"> • Hands on experience in writing unit tests using frameworks like Jasmine, Jest • Hands on experience with state management libraries like Redux, RXJS and data structure libraries like Immutable JS • Familiar with accessibility standards and tools used to tests for accessibility
3.	Mobile Application Developers	B.E./B.Tech/M.E./M.Tech/MS in Computer Science/Information Technology/Engineering	7+	<ul style="list-style-type: none"> • Strong development experience in developing Android/iOS mobile apps and PWAs using Native SDKs/React Native/Flutter Frameworks • Hands on experience in the full life cycle of Android / iOS application development, Java • Experience of creating and consuming RESTful APIs web services and processing JSON data • Good Knowledge of Android SDK's / iOS SDK, Eclipse & ANT based build system • Experience in Payment gateway integration in mobile apps • Familiarity with testing on different mobile devices. • Must have Built & Published applications in Google Play Store and Apple iTunes store • Push Notifications & Toast • Eclipse & ANT based build system • Infrastructure experience: Maven, GIT/GERRIT, Apigee/ API gateways, Jenkins, Linux Environment • Databases - PostgreSQL, MySQL, MongoDB, any other. • Having clear idea about API development and Management Strategy.

				<ul style="list-style-type: none"> • Experience with API automation testing
4	Tech Lead - DevOps	B.E./B.Tech/M.E./M.Tech/MS in Computer Science/Information Technology/Engineering	7+	<ul style="list-style-type: none"> • Experienced in setting up and maintaining non-production/production environments infrastructure, CI/CD pipelines • Experience with automated application build and support using Maven, Gradle or other build tools • Experience writing Python, Groovy, Go and Bash scripts. • Experience with performing version control and continuous integration of build, deploy, and test, using tools like Jenkins. • Experience with configuration management and infrastructure management systems like Ansible, Chef. • Experienced in monitoring the health of production applications, collect and report on operational metrics for SLA reporting and capacity planning. • Strong grasp of Linux systems, containerization technologies like Dockers, experience in hybrid cloud environments. • Experience with monitoring systems such as CloudWatch, Splunk, ELK stack. • Basic knowledge of open source platforms (Apache, Tomcat etc.). • Experience with Cloud technologies with cloud providers AWS, Azure, GCP etc. • Knowledge of AWS Cloud Devops services such as IAM, VPC, ECS, Lambda, RDS. • Have a working knowledge of databases, SQL and NOSQL (MongoDB/CouchDB/DynamoDB).

			<ul style="list-style-type: none"> • Experience with configuring and installing Mem Cached databases like Redis. • Experience with streaming platforms like Kafka preferred. • Some experience with Front-end (React JS) and Back-end (NodeJS, Java, Spring) experience is desirable
5	Tech Lead – BI/Data Analytics	BE/B Tech /ME/M Tech/M.S. in Computer Science/Information Technology or in quantitative fields such as Statistics, Operations Research, etc.,	<ul style="list-style-type: none"> • Experience in integrating data visualization tools successfully with Big Data ecosystem • Experience in implementation of end-to-end BI life-cycle projects including dimensional modelling, ETL/ integration processes and metadata modelling • Data visualization tools like Tableau, Power BI, Qlix View etc. • Experience in handling structured and unstructured data. • Expertise with SQL and experience working with different data bases • Experience with data management (data quality, data lineage, data mapping) • Experience developing using the following technologies: JavaScript, JQuery CSS/CSS3 and HTML/HTML5, Bootstrap