



**GOVERNMENT OF TAMIL NADU**

**Tamil Nadu e-Governance Agency (TNeGA)**

**Request for Proposal for the Selection of System Integrator**

**for**

**Development and Maintenance of the Tamil Nadu State Scholarship  
Portal (TNSSP)**

**Technical Bid Document**

**Tender Ref No: TNeGA/TNSSP/2022-2023**

Tamil Nadu e-Governance Agency

807, P.T. Lee Chengalvarayan Naicker Maaligai, Anna Salai, Chennai - 600 002.

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Website: [www.tnega.tn.gov.in](http://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.

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### **Letter of Undertaking**

To

Chief Executive Officer,

Tamil Nadu e-Governance Agency (TNeGA),

807, P.T. Lee. Chengalvarayan Naicker Maaligai, Anna Salai, Chennai - 600 002.

Sir,

Sub: Undertaking for participating in **Selection of System Integrator for Development and Maintenance of the Tamil Nadu State Scholarship Portal (TNSSP)** - Reg.

Ref: Tender Ref: **TNeGA/TNSSP/2022-2023**

I/We do hereby submit my/our bid for the **Selection of System Integrator for Development and Maintenance of the Tamil Nadu State Scholarship Portal (TNSSP)** in accordance with the Terms and Conditions of this RFP.

I/We have examined the details of the tender and have carefully noted the conditions of contract and the specification with all the stipulations of which I/We agree to comply. I/We hereby undertake to complete the assigned tasks as **Selection of System Integrator for Development and Maintenance of the Tamil Nadu State Scholarship Portal (TNSSP)** at the places mentioned in the specification of all the articles within as per RFP & tender schedule from the date of communication of acceptance of my/our tender.

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

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

I/We-----hereby confirm that our Company was not blacklisted

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

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

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

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

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

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

I/We\_\_\_\_\_certify that we are liable and responsible for any disputes arising out of Intellectual Property Rights.

I/We \_\_\_\_\_ certify that I/we shall not form any consortium with other firms/

organizations/agencies/ companies for carrying out the tasks specified in this RFP.

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

**Name, Designation and Signature of the Authorised Signatory of the bidder**

**Tele No/ Mobile, Email**

**Note:**

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

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

No Consortium is allowed.



**List of Acronyms**

<b>Sl. No.</b>	<b>Acronym</b>	<b>Definition</b>
1	AJAX	Asynchronous JavaScript and XML
2	BPR	Business Process Reengineering
3	CFY	Current Financial Year
4	CR	Change Request
5	DSC	Digital Signature Certificate
6	ECS	Electronic Clearing Services
7	ELCOT	Electronics Corporation of Tamil Nadu Limited
8	EMD	Earnest Money Deposit
9	FOSS	Free and Open-Source software
10	GoI	Government of India
11	GoTN	Government of Tamil Nadu
12	G. O	Government Order
13	H/W	Hardware
14	HQ	Head Quarters
15	HTTP	Hypertext Transfer Protocol
16	IT	Information Technology
17	ICT	Information & Communications Technology
18	IPR	Intellectual Property Rights
19	ISO	International Organization for Standardization
20	KT	Knowledge Transfer
21	KUA	KYC User Agency
22	LD	Liquidated Damage
23	LOA	Letter of Acceptance
24	MIS	Management Information System
25	NOC	No Objection Certificate
26	NFY	Next Financial Year
27	O&M	Operation & Maintenance
28	OEM	Original Equipment Manufacturer
29	OS	Operating System
30	RBAC	Role Based Access Control
31	RFP	Request for Proposal
32	S/W	Software
33	SD	Security Deposit
34	SDC	State Data Centre
35	SIT	System Integration Testing
36	SL	Service Level
37	SLA	Service Level Agreement

38	SMS	Short Messaging Service
39	SO	Section Officer
40	SOA	Service Oriented Architecture
41	SOAP	Simple Object Access Protocol
42	SPOC	Single Point of Contact
43	SRS	System Requirement Specification
44	SSL	Secure Sockets Layer
45	SSO	Single Sign On
46	STQC	Standardization Testing and Quality Certification
47	SSDG/SP	State Service Delivery Gateway/State Portal
48	TNeGA	Tamil Nadu e-Governance Agency
49	TNSWAN	Tamil Nadu State Wide Area Network
50	UAT	User Acceptance Test
51	UIDAI	Unique Identification authority of India
52	URL	Uniform Resource Locator
53	VPN	Virtual Private Network
54	W3C	World Wide Web Consortium
55	WBS	Work Breakdown Structure

## 1. Introduction

### 1.1. Tamil Nadu e-Governance Agency (TNeGA)

- a) Tamil Nadu e-Governance Agency (TNeGA) is responsible for driving all technology initiatives for the Government of Tamil Nadu. Its primary aim is to develop low cost, technology enabled scalable solutions to impact Governance in a significant way. It aims to create an inclusive, equitable, and universally accessible G2C service delivery mechanism for barrier free access to Governance. TNeGA offers IT solutions and consultancy services to Government departments for their technology needs. Tamil Nadu e-Governance Agency is functioning under the Information Technology & Digital Services Department, Government of Tamil Nadu.
- b) Tamil Nadu State Scholarship Portal (TNSSP) a single window platform for all the scholarship schemes offered by various departments of the state. This portal envisages to provide an end-to-end solution for all the scholarship schemes starting from online student registration, verifications and disposal of application online, sanction and disbursement of various scholarships to the students through Direct Benefit Transfer (DBT). This portal aims to provide a simplified and transparent system for faster & effective disposal of the scholarship applications and delivery of funds directly into beneficiaries account without any hassles.
- c) TNeGA invite bids from various established firms Development and Maintenance of the Tamil Nadu State Scholarship Portal (TNSSP) as per the scope of work detailed in the relevant sections and terms & conditions of this RFP.

## 2. Tender Schedule and Data Sheets

1.	Tender inviting Authority, Designation and Address	Chief Executive Officer, Tamil Nadu e-Governance Agency, 807, P.T. Lee. Chengalvarayan Naicker Maaligai, Anna Salai, Chennai - 600 002. Tel No: +91-44-28521112
2.	A) Name of the Work	<b>Selection of System Integrator for Development and Maintenance of the Tamil Nadu State Scholarship Portal (TNSSP)</b>
	B) Tender Ref No.	<b>TNeGA/TNSSP/2022-2023</b>
3.	Earnest Money Deposit	Rs.60,000/- (Rupees Sixty Thousand only) should be paid through online mode.
4.	Contract Period	<b>28.5 Months</b> (4.5 Months Development & Deployment Phase upto Go-Live + 12 Months Free Warranty period after Go live + 12 Months O & M after free warranty period)
5.	Tender Document	The Tender document can be downloaded from the URL <a href="https://www.tnega.tn.gov.in">https://www.tnega.tn.gov.in</a> <a href="https://tntenders.gov.in">https://tntenders.gov.in</a> at FREE OF COST.
6.	Mode of Submission	<b>e-Submission through</b> <a href="https://tntenders.gov.in">https://tntenders.gov.in</a> Bids cannot be submitted after the due date and time.
7.	Date and Place of Pre-Bid meeting	On <b>15-02-2023 @ 11:30 hrs.</b> Prebid meeting will be conducted online through video conference (VC) and the link for the VC is <a href="https://bit.ly/3YujXRq">https://bit.ly/3YujXRq</a>
8.	Due Date and Time for Bid Submission	<b>On 27-02-2023 up to 16:00 hrs.</b>
9.	Date, Time, and Place of Opening of Technical Bids	<b>On 27-02-2023 @ 16.30 hrs.</b>

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

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

### 3. General Instructions

#### 3.1. General

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

#### 3.2. Clarifications to the RFP

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

websites <https://www.tnega.tn.gov.in>, <https://tntenders.gov.in>

### 3.3. Amendments to the Tender

- a) A Pre-bid meeting will be held online through video conference (VC) for addressing the clarifications on the date and time mentioned in the Tender Data Sheet or any other date to be decided by TNeGA. The Bidders are requested to participate in the Pre-bid meeting and get the clarifications. The link for the VC is given below: <https://bit.ly/3YujXRq>
- b) Before closing of the Tender, clarifications and corrigendum (if any) will be notified in the websites mentioned in the Tender Schedule. The Bidders shall periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. TNeGA will not make any individual communication and will in no way be responsible for any information missed out by the bidders.
- c) No clarifications would be offered within 48 hours prior to the due date and time for submitting the Tender.
- d) Before the closing of the Tender, TNeGA may amend the Tender document as per requirements or wherever it feels that such amendments are absolutely necessary.
- e) Amendments also may be given in response to the queries by the prospective Bidder(s). Such amendments will be notified in the websites mentioned in the tender schedule. It is bidder responsibility to keep checking the website for any changes or clarifications or corrigendum to the tender document.
- f) TNeGA at its discretion may or may not extend the due date and time for the submission of bids on account of any amendments.
- g) TNeGA is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidder failure to update the Bid documents on changes announced through the website.

### 3.4. Language of the Bid

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

### 3.5. Bid Currency

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

### 3.6. Contacting Tender Inviting Authority

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

### 3.7. Force Majeure

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

### 3.8. Arbitration

- a) In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the CEO, Tamil Nadu e-Governance Agency (TNeGA) under the “Arbitration and Conciliation Act 1996”. The arbitration shall be held in Chennai, Tamil Nadu, India and the language of arbitration shall be English. The Hon’ble High Court of Madras, 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)



<b>S. No.</b>	<b>MEC</b>	<b>Attachments</b>
4.1.1	The bidder should be a company registered/ incorporated under Indian Company Act 1956/2013 and must have 5 years of existence in India as on date of submission of bids.	1. Valid copy of the Certificate of Incorporation 2. Copy of PAN and GST
4.1.2	The Bidder should be Software Development firm and should be in operations in successful Software Development, Software Customization & Implementation anywhere in India during the last 5 Years as on date of submission of bid.	Work order and satisfactory performance certificate from the client for proof of delivering IT services as per the scope of work order in the last 5 years.
4.1.3	The Bidder should have an average annual turnover of at least Rs.1.25 Crores during last three financial years 2019-2020, 2020-2021 and 2021-2022.	Audited and Certified Balance Sheet & Profit/Loss Account of last 3 financial Years 2019-2020, 2020-2021 and 2021-2022.
4.1.4	The bidder should have successfully Implemented, at least Two enterprise grade, customizable workflow management software / application (design, development, and O&M of software application) during last 5 years as on date of submission of bids in India where the value of each project should be at least Rs.50 Lakhs and both the projects should have Gone live.	Work Order / Project Contract Document / Agreement along with Satisfactory Completion Certificate / Go-Live Certificate issued by the client with details of project value with clear scope of project.
4.1.5	The Bidder should have at least one office in Tamil Nadu. If the Bidder is not having any office in Tamil Nādu, then bidder should submit a letter of undertaking to open an office in Tamil Nadu within 15 days from the date of issue of work order if he is awarded the work.	The copy of Property tax bill/Electricity Bill/Telephone Bill/G.S.T.-C.S.T. Registration/Lease agreement should be submitted as proof Or Undertaking Letter.

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

#### 4.2 Technical Evaluation System (TES)

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

S. No	Criteria	Maximum Marks
4.2.1	<b>Bidders Existence</b>	5
	The bidder should have valid certification as on date of submission of bids. Copy of certification should be attached.	
	CMMI level 3 or 5 = 5 marks	
	ISO 9001:2015 or latest certification = 3 Marks	
4.2.2	<b>Turnover</b>	5
	Average Annual Turnover for last 3 years:	
	More than Rs. 2 Cr. = 5 marks	
	>= Rs. 1.25 Cr and Less than or equal to Rs. 2 Cr. = 3 marks (Bidders are required to submit audited Turnover Statements for last 3 years)	
4.2.3	<b>Past Experience</b>	

<p>Bidder Should have experience developing and implementing end-to-end enterprise grade, customizable workflow management software / application (design, development and O&amp;M of software application) for any state / Central/ UT Government departments / PSUs / Government Agencies / Private Agencies with a value of each project atleast Rs.50 lakhs and project should be live as on date.</p> <p><u>Document to be submitted:</u> Work Order / Project Contract Document / Agreement along with Completion / Satisfactory Performance /Go-Live Certificate by the client with details of project value with clear scope of project.</p> <p><b>Note: Project implemented on SaaS / License model will not be considered.</b></p>	<p>a) 2 Projects = 10 marks b) 3 or more Projects = 15 marks</p>	<p><b>15</b></p>
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4.2.4	<p>Bidder Should have experience in development &amp; implementation of web application pertaining to similar scope of work i.e. scholarship application (design, development and O&amp;M of software application) for any state / Central/ UT Government departments / PSUs / Government Agencies and project should be live as on date.</p> <p><u>Document to be submitted:</u> Work Order / Project Contract Document / Agreement along with Completion / Satisfactory Performance /Go-Live Certificate by the client with details of project value with clear scope of project.</p> <p><b>Note: Project implemented on SaaS / License model will not be considered.</b></p>	<p>a) 1 Projects = 5 marks</p> <p>b) 2 or more Projects = 10 marks</p>	<b>10</b>
<b>Human Resources</b>			
4.2.5	<p><b>Project Manager (PM)</b></p> <p>a) Should have MCA or B. Tech / B.E degree in Computer Science / Information Technology</p> <p>b) Overall Experience of 10 years in software design, development, testing and implementation</p> <p>c) At least 4 years of experience as a Project Manager in</p>	<p>a) Educational Qualification = 1 mark</p> <p>b) Overall IT Experience &gt;= 10 years = 2 marks</p> <p>c) Project management experience &gt;= 4 years = 1 mark</p> <p>d) Project Management Certification (PMP/Prince2/Six Sigma/ITIL) = 1 mark</p>	<b>5</b>

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

	Information Technology b) Overall Experience of 5 years in IT c) Experience of 4 years or more in Software testing	c) Relevant experience $\geq$ 4 years = 2marks  For lesser experience, marks will be on pro- rata basis	
4.2.9	<b>Senior Business Analyst (SBA)</b>  a) Should have B. Tech / B.E degree in Computer Science / Information Technology or M.B.A b) Overall Experience of 8 years in IT and currently as a Senior Business Analyst c) Experience of 5 years or more in Business Analysis or related job roles.	a) Educational Qualifications = 1 mark b) Overall IT experience $\geq$ 8 years and currently as a Senior Business Analyst = 2 marks c) Relevant experience $\geq$ 5 years = 2 marks  For lesser experience, marks will be on pro- rata basis	<b>5</b>
<b>Approach &amp; Methodology</b>			
4.2.10	a) Understanding of Project requirement & work plan b) Identified project risk & Mitigation c) Proposed solution & architecture	a) Requirements Understanding = 10 marks b) Proposed solution and architecture = 15 marks c) Project plan, Risks & Mitigations plan = 5 marks	<b>30</b>
4.2.11	Presentation and demonstration of projects specified in cl. 4.2.3 & 4.2.4	a) 2 projects = 6 marks b) 1 project = 3 marks c) additional 2 marks per project (subject to a maximum of 4 marks) will be awarded if the projects are pertaining to similar scope of work i.e projects specified for 4.2.4	<b>10</b>
<b>Total 4.2</b>			<b>100</b>

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

#### **4.2 Evaluation of technical proposal:**

- a) Tender Scrutiny Committee (TSC) will evaluate whether all the requirements mentioned in the RFP are understood and addressed well.
- b) The bidder has to make a technical presentation & live demonstration (Cl.4.2.10 and 4.2.11) to the TSC.
- c) To declare a bidder as technically qualified, the bidder has to score a minimum of 70 marks based on the above said cl.4.2 – TES and financial bids of those bidders who score 70 or above in the TES shall only be opened.
- d) The bidder shall ensure that the candidates proposed as per the sections 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9 are deployed for this project and the PM, SBA should be stationed at the bidder's Chennai office to ensure their availability any time without prior notice for discussion with TNeGA / respective welfare departments.

#### **4.3 Final Evaluation of bid**

- a) The Final Evaluation will be done on Quality-cum-Cost-Based-System (QCBS) with the weightage of Technical & financial bid (Price bid) score in the ratio of **80:20**. The final evaluation shall be done as described below:

1. The marks scored in the technical bid will be evaluated as follows:

$$\mathbf{TN = TB / TMax * 100}$$

where:

TN = Normalized technical score of the bidder under consideration

TB = Evaluated technical score for the bidder under consideration

TMax = Maximum technical score for any bidder

2. For Technically Qualified bidders, the commercial scores will be calculated as

$$\mathbf{FN = Fmin / FB * 100}$$

where:

FN = Normalized financial score of the bidder under consideration

FB = Evaluated cost for the bidder under consideration

FM = Minimum evaluated cost for any bidder

3. Both the Technical bid mark & Price bid mark will be added to arrive at the total mark as follows:

$$\mathbf{BN = 0.8 * TN + 0.2 * FN}$$

where:

BN = overall score of the bidder under consideration

TN = Normalized technical score for the bidder under consideration

FN = Normalized financial score of the bidder under consideration

- 2) The total mark will be arranged in descending order. The Highest scorer (H1) will be declared the successful bidder.
- 3) In the event the Final scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value bidder for the award of the Project.

## **5. Bid Preparation and Submission**

### **5.1. Cost of Bidding**

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

### **5.2. Earnest Money Deposit (EMD)**

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



### **5.3. Letter of Authorization**

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

#### **5.4.2. Financial Bid**

- a) The 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 clause 8 to 19 of this RFP and no other charges will be allowed by TNeGA other than the cost quoted.
- c) Bill of Quotation (BoQ) should not contain any conditional offers or variation clause, otherwise the bids will be summarily rejected.
- d) The rates quoted shall be only in INDIAN RUPEES (INR) only. The tender is liable for rejection if BoQ contains conditional offers.
- e) The cost quoted by the bidder shall be kept firm for a period specified in the tender from the date of opening of the tender. The bidder should keep the rates firm during the period of contract including during the period

of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase of duties / taxes payable to the Governments in India.

### 5.5. Details of the Documentary proofs to be uploaded in portal.

<b>Letter of Undertaking</b>		<b>Upload Format</b>
A Letter of Undertaking (as per the format given in this RFP) in company's letter head in pdf and letter of authorization	<b>1</b>	PDF <b>(Max 2 MB)</b>
<b>Technical Bid</b>		<b>Upload Format</b>
This Technical Bid document and corrigendum if any	<b>1</b>	PDF <b>(Max 2 MB)</b>
<b>Eligibility Criteria (4.1)</b>		<b>Upload Format</b>
1	Copy of documentary proof for clause 4.1.1 as PDF	<b>5</b>  (All these PDF have to be placed in a folder and zipped as .rar file before submission)
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	
		<b>RAR (WinRAR) (Max 20 MB)</b>
<b>Technical Evaluation Criteria (4.2)</b>		<b>Upload Format</b>
<b>1</b>	Copy of documentary proofs for clause 4.2.1 as merged PDF	<b>11</b>  (All these PDF have to be placed in a folder and zipped as .rar file before submission)
<b>2</b>	Copy of documentary proofs for clause 4.2.2 as merged PDF	
<b>3</b>	Copy of documentary proofs for clause 4.2.3 as merged PDF	
<b>4</b>	Copy of documentary proofs for clause 4.2.4 as merged PDF	
<b>5</b>	Copy of CV and documentary proofs for clause 4.2.5 as merged PDF	
<b>6</b>	Copy of CV and documentary proofs for clause 4.2.6 as merged PDF	
		<b>RAR (WinRAR) (Max 30 MB)</b>

7	Copy of CV and documentary proofs for clause 4.2.7 as merged PDF		
8	Copy of CV and documentary proofs for clause 4.2.8 as merged PDF		
9	Copy of documentary proofs for clause 4.2.9 as merged PDF		
10	Copy of documentary proofs for clause 4.2.10 as merged PDF		
11	Copy of documentary proofs for clause 4.2.11 as merged PDF		
<b>Financial Bid (Price Bid)</b>			<b>Upload Format</b>
1	Bill of Quotation (BoQ)	1	.XLS
<b>Total</b>		<b>19</b>	

Note: Under

Technical bid = 18 documents

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

## 5.6. Bid closing date and time

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

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

- a) Bidder should read all the terms and conditions and accept the same to proceed further to submit bids. Tendering system will give a successful bid update message after uploading all the bid documents submitted. A printout of Bid Submission Confirmation showing the bid number, the date and time of submission of the bid with all other relevant details can be taken from the website and kept as an acknowledgement for submission of bid. This acknowledgement will act as proof of bid submission.
- b) The bidders can resubmit the bid as many times as possible till the closing time of the bid submission. Withdrawal of the bid is also possible before the closing time of the bid submission.
- c) The time settings fixed in the server and displayed at the top of the tender site, will be valid for all actions of bid submission, bid opening etc., in E-Tender system.

## 6. Tender Opening and Evaluation

### 6.1. Technical Bid Opening

- a) The Technical Bid will be opened on the date and time as specified in the Tender schedule or in the

Corrigendum issued by TNeGA (if any).

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

## **6.2. Tender Validity**

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

## **6.3. Initial Scrutiny**

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

## **6.4. Clarifications**

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

## **6.5. Tender Evaluation**

### **6.5.1. Suppression of facts and misleading information**

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

### **6.5.2. Technical Bid Evaluation**

#### **Minimum Eligibility Criteria:**

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

#### **Technical Evaluation System:**

- a) TSC will examine the bids as per clause 4.2 - TES based on the documentary evidence enclosed by bidder in the Technical Bid. The bidder shall be informed to make a presentation to TSC as per 4.2.10 and 4.2.11. If the bidder fails to demonstrate their bid will be summarily rejected. The minimum marks to be scored by the bidders in the TES is 70 (seventy) out of 100, so as to declare the bid as technically qualified. Bidders who score 70 and above marks in the TES as per cl. 4.2 above shall be deemed technically qualified and financial bids of those bidders will only 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) Bidders who satisfy the MEC (4.1), scored 70 or more out of 100 in TES (4.2), and have the highest QCBS score (H1) per section 4.3 (Final evaluation of bid) would be declared as the successful bidder (H1).

## 6.6. Negotiations

- a) Negotiations will be conducted with the successful (H1) bidder for improvement in the scope of work, specification, further reduction in bid price and advancement of delivery schedule.

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

- a) Award of Contract (Letter of Acceptance) shall be issued online through <https://tntenders.gov.in> to the successful (H1) bidder. After acceptance of the tender and LOA issued by TNeGA, the successful bidder (H1) shall have no right to withdraw their tender or claim a higher price.
- b) No dispute can be raised by any bidder whose bid has been rejected and no claims will be entertained or paid on this account.

## 6.8. TNeGA reserves the right to:

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

## 7. Execution of Work

### 7.1. Payment of Security Deposit (SD)

- a) The successful (H1) bidder shall have to furnish a **Security Deposit (SD) for 5% of contract value** by way of **Demand draft or Banker's Cheque** payable at Chennai or in the form of unconditional irrevocable Bank Guarantee valid for a period of **32 months** from the date of acceptance of the tender on receipt of confirmation from TNeGA. **The SD shall be paid within 10 days from the date of issue Letter of Acceptance (LOA) by TNeGA.** The SD furnished by the Successful Bidder in respect of the tender will be returned to them after the entire scope of work is executed by the bidder as per the RFP, Contract and as per order(s) issued by TNeGA from time to time during the execution of work and after 3 months from the completion of contract period. The Security Deposit held by TNeGA till it is refunded to the successful

bidder will not earn any interest thereof.

- b) The EMD/Security Deposit will be forfeited if the successful bidder withdraws the bid during the period of bid validity specified in the tender or if the bidder fails to sign the contract.

## **7.2. Execution of Contract**

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

## **7.3. Release of Work Order**

- a) After the payment of Security Deposit and execution of the Contract by the successful bidder, TNeGA will issue the Work Order to the successful bidder for commencement of the work.

## **7.4. Refund of EMD**

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

## **7.5. Forfeiture of EMD and SD**

- a) If the successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited.

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

## **7.6. Termination of Contract**

### **7.6.1. Termination for default**

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

### **7.6.2. Termination for Insolvency**

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

### **7.6.3. Termination for Convenience**

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

## **7.7. Project Manager (PM)**



- a) The successful bidder should nominate and intimate TNeGA, a Project Manager in the capacity as per clause 4.2.4, who should be responsible for effective delivery of work complying with all the terms and conditions. The successful bidder should ensure that the Project Manager fully familiarizes with the tender conditions, scope of work and deliverables. The Project Manager and the Senior Business Analyst (SBA) as per clause 4.2.4 & 4.2.8, should be stationed at Chennai.

#### **7.8. Assigning of Tender whole or in part**

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

#### **7.9. Liquidated Damages (LD)**

- a) The successful bidder must strictly adhere to the implementation schedule, specified in the RFP & Contract/ Work Order and any delay attributable to the successful bidder will enable TNeGA to resort to any or both of the following:
- i. Claim liquidated damages at 0.5% of the contract Value for delayed performance per week of such delay and the Maximum LD applicable is 10% of the contract value. However, LD clause will not be applicable if the delay is not due to issues related to the vendor.
  - ii. In case of the termination of the purchase order by TNeGA due to non-performance of the obligations arising out of the purchase order, the Earnest Money Deposit / Security Deposit will be forfeited.
  - iii. In addition, TNeGA reserves the right to award the work to any other party / parties and the loss / expenses incurred thereafter will be recovered from the Successful Bidder.
- b) The RFP, bid submitted by the successful bidder, negotiated offer of the successful bidder, contract and the work orders will form part of this contract. Wherever the offer conditions furnished by the successful bidder are at variance with conditions of this contract or conditions stipulated in the work order, the latter shall prevail over the offer conditions furnished by the successful bidder.
- c) Notwithstanding anything contained in this clause, TNeGA reserves the right to blacklist the successful bidder from taking part in any of the procurement operations of TNeGA for a minimum period of three years from the date of blacklisting for their failure to execute the work as per the agreed terms and conditions of the RFP, Contract and Work Order.

#### **7.10. Other Conditions**

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

### **7.11. Arbitration and Jurisdiction**

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

## **8. Background and Scope**

### **8.1 Background**

Tamil Nadu e-Governance Agency (TNeGA), as a State Nodal Agency has been formed to support and drive all e-Governance initiatives of the Government of Tamil Nadu. TNeGA is implementing various e-Governance projects with the objective of making all Government services, wherever feasible & accessible to the common man in an efficient and transparent manner.

The state envisages meeting the objectives like examples below:

- a. Implementation of an efficient electronic workflow system.

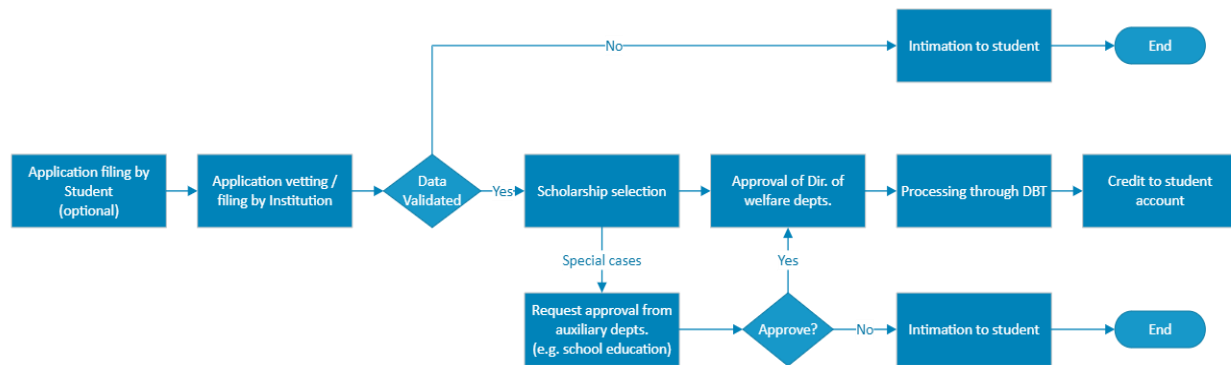
- b. Infusion of transparency and accountability in state department operations.
- c. Reduction of workload of department personnel.
- d. Electronic security and control of confidential data.
- e. Fast processing of public cases/appeals/grievances dissemination of information as per public requirement.
- f. To create an efficient delivery mechanism from the Government that brings citizens to the Department.
- g. To proactively provide an efficient system of disseminating information on the Government schemes planned developmental activities and status of current activities.

## 8.2 Scope

The scope of the Tamil Nadu State Scholarship Portal (TNSSP) proposes to provide a single portal aiming at the below objectives.

- a. Provide a common portal for institutions, students, welfare departments, etc. for application for various Scholarships schemes of Central and State Governments.
- b. Ensure application form filling is quick by populating data from existing databases like EMIS, Aadhaar, etc.
- c. Ensure application will also accommodate form submission without EMIS, etc.
- d. Ensure duplication is eliminated.
- e. Provide validation and calculation engines to help the portal users with quick decision-making efforts.
- f. Provide a transparent database for state authorities.
- g. Provide an easy workflow for approvals and tracking of the application status.
- h. Application of Direct Benefit Transfer through respective integrations.
- i. On boarding of all scholarship schemes of Head of Departments namely Directorates of (1) Adi Dravidar (2) Tribal Welfare, (3) Higher Education, (4) BC Welfare, (5) MBC / DNC Welfare, (6) Minority Welfare, (7) Technical Education, (8) Collegiate education (9) Differently abled welfare (10) Youth welfare and Sports development (11) School Education, (12) Social Welfare.
- j. Dashboards and MIS not limited to the below would be required in the respective / consolidated logins:
  - Directorate level
  - District level
  - State level
  - Institution level
  - HoDs level
- k. The high-level possible work flows of an application is depicted below. This workflow should be customized based on the different engines described in this scope. However, the successful

bidder is requested to finalize the workflow in consultation with TNeGA and respective departments during the SRS phase and to proceed accordingly.



### 8.2.1. Roles and Responsibilities

The activities and the responsibilities are mentioned in the following table:

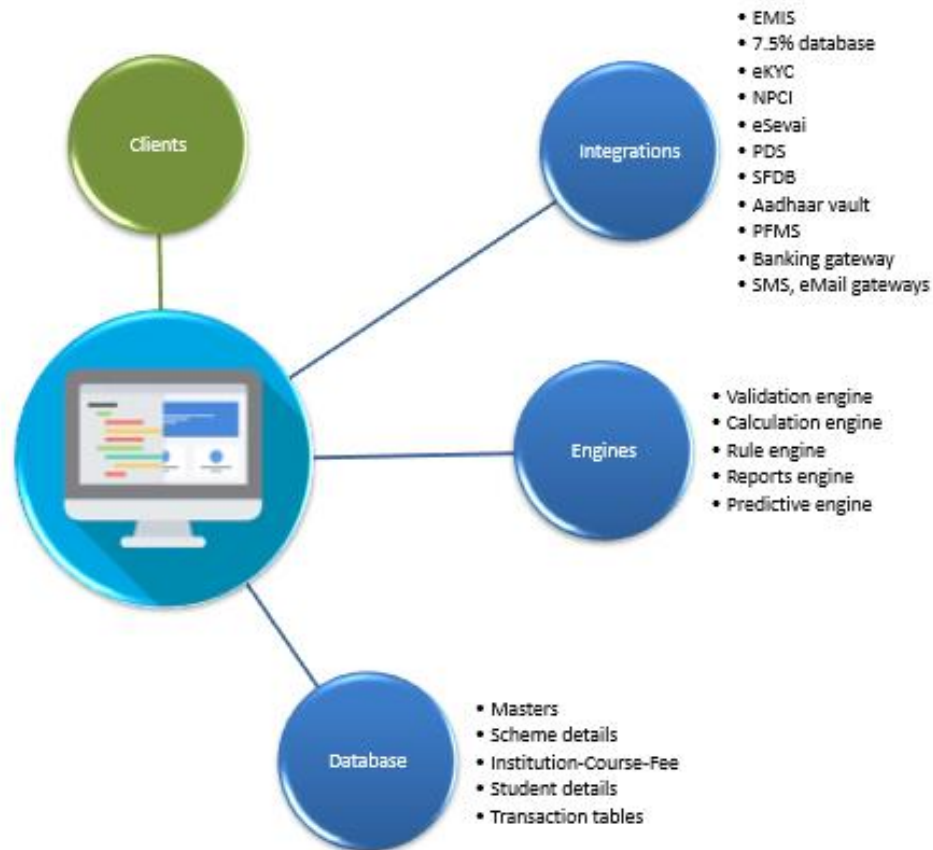
SI. No	Activity	Responsibility
1	Requirement Gathering	TNeGA & respective welfare Departments
2	As-Is Process	Respective welfare Departments
3	Government Process Reengineering	TNeGA & respective welfare Departments
4	To-Be Process	TNeGA & respective welfare Departments
5	FRS Drafting	TNeGA
6	FRS Initial Approvals (in 2 levels)	TNeGA
7	FRS Final Approval	Respective welfare Departments
8	Preparation of SRS	SI
9	Coding & Unit Testing	SI
10	Integration Testing	SI/TNeGA

11	UAT Signoff	Respective welfare Departments & TNEGA
12	Security Audit	SI/TNeGA
13	Moving into Production	SI/TNeGA/ Respective welfare Departments
14	Fixing Service charges if any	TNeGA
15	Training	SI
16	Go Live Certification	Respective welfare Departments & TNEGA
17	Go Live	TNeGA

## 9. Key Application and Design Principles

### 9.1 Functional Requirements

The high-level components of TNSSP are depicted in the picture below:



### 9.1.1 Scholarship scheme for the state:

1. The TNSSP portal is the core of this process and interacts with various external applications through APIs or D/b interfaces for data.
2. The validation engine validates the data received from the interfaces to ascertain if an application is valid to proceed further.
3. The calculation engine helps the portal to calculate the applicable scholarships from various schemes for quick decision making by the stakeholders.
4. The TNSSP portal will host the workflow of the application through the different departments for approvals and status updates.
5. The database of the TNSSP portal will host the data related to the application, its transactions, history, user data, etc. The data from the interfaces will be stored only if required. Otherwise, it will be fetched every time needed in the workflow.
6. All information will be pre-populated from EMIS to reduce manual, repetitive and incorrect data entry. For renewal, the previous year's information will be pre-populated.
7. Critical information will be verified by integrations with other applications such as:
  - UMIS student details verification
  - Aadhaar e-KYC verification
  - Income, Community, First Graduate verifications with eSevai
  - NPCI –Bank account information.
8. Any critical data of the student that has changed can be pushed back to the interfaces like EMIS, if requested, to ensure that the information is in sync between both the systems.
9. The onboarding of departments in the portal should be implemented through the engines mentioned in this scope section.

### 9.1.2 Interfaces

The TNSSP portal will interact with different interfaces at different stages to collect and disseminate data.

1. EMIS – to collect school information about the student.
2. UMIS – to collect higher education information about the student.
3. SFDB – Integration with State Family Database.
4. PFMS, IFHRMS – Integration with Centre, State financial tracking systems.
5. eKYC – to collect and validate Aadhaar information of the student.
6. NPCI – bank account details of the student for DBT.

7. eSevai – to confirm citizen details like community, income, etc. of the student.
8. eSign integration
9. SMS, Email Integrations
10. AISHE – to verify the college or institution details.
11. UDISE - to verify the school details.
12. Integration with various agencies providing Accreditations like AICTE, NAC etc.
13. Other integrations as requested by the user departments.

## 9.2 Proposed Technical Specification and Architecture

TNSSP will be built using modern industry-tested server-side technologies, development frameworks and runtime environments.

### 9.2.1 Technology Stack

1. Enterprise level Technology stack

#### 9.2.1.1 Workflow Engine

This is the core part of the system which applies logic and rules to move operations toward completion. The built-in applications are to be driven by an intelligent process modeling engine— one that uses automation, can adapt to changing business needs. We expect the engine to be.

- Templates by role/use case
- Pre -built workflow components.
- Modular and Composable based on changing needs.
- Portability and Integration possibility to any kind of scholarship portal

#### 9.2.1.2 Rule Engine

To be developed using json-rules-engine. Rules are to be composed of simple json structures, making them human readable and easy to persist.

- Rules expressed in simple, easy to read JSON
- Full support for ALL and ANY Boolean operators, including recursive nesting
- Fast by default, faster with configuration; priority levels and cache settings for fine tuning performance
- Secure; [no use of eval()]
- Isomorphic; runs in node and browser

- Lightweight & extendable

### **9.2.1.3 Validation engine**

The validation engine's sole purpose is to validate the data collected about the student from various interfaces.

Some of the validations are as below:

1. Validates name between EMIS and Aadhaar -
2. Validates details like income, community, disability, etc.
3. Validates duplicate applications
4. Validates bank account availability

If required, this engine can also be used to integrate with other portals or re-used for the same purpose.

### **9.2.1.4 Calculation engine**

The calculation engine will help the TNSSP portal to calculate the scheme scholarships for the students.

1. A student may be eligible for multiple schemes and will find it difficult to select the best scholarship.
2. The calculation engine will help the students and institutions to calculate the scholarships of various schemes.
3. This will help to be a decision support system for the stakeholders.

If required, this engine can also be used to integrate with other portals or re-used for the same purpose.

### **9.2.1.5 User interface**

The user interface will be designed in such a way that the data will be populated in related sections for easier reference.

### **9.2.1.6 User Interface Requirements**

- GIGW guidelines will be implemented in the portal.
- Web Standards will be followed to ensure consistency across the web pages.
- All interfaces/pages performing similar functionality will have a consistent look and feel. Navigation facilities will be provided to navigate from one page to another page with a minimum number of clicks.
- Access to the functionality of the application will be controlled based on the user type.
- The input screens will require the least number of key presses and mouse clicks.
- The portal should be bilingual (Tamil, English) and mobile friendly.



### **9.2.1.7 Other system requirements**

#### **9.2.1.7.1 Security and Privacy**

- The architecture should provide an end-to-end security model that protects data.
- Unauthorized access to applications, database, servers and network should be prevented.
- Role-based user credentials and access control should be enabled.
- A log should be maintained for the transactions handled. Systems always enable to store and retrieve historical updates of the data at all levels.

#### **9.2.1.7.2 Audit Trail**

- Audit trails shall be maintained to enable generation of a comprehensive report as and when required.

#### **9.2.1.7.3 Reliability**

- System should behave consistently in a user acceptable manner when operating within the environment for which the system was intended.
- System should deliver the services as specified.
- A stable and reliable RDBMS system shall be used so that Data integrity can be maintained.
- Even if there is a failure in any of the components in the interface it should be traceable.

#### **9.2.1.7.4 Recoverability**

- The system should be able to recover, with rollback capability, the data in case of any system or communication failure.
- The Disaster Recovery for adequate data backup, business continuity and restoration procedures for the Departmental Data (including but not limited to the database, attachments and all other data elements created in and generated by the system and users).
- Ensuring data backup till the last transaction occurring in the system.

#### **9.2.1.7.5 System Availability**

- The system or application is available 24/7, with no scheduled outages...

#### **9.2.1.7.6 Performance**

- The response time for a given request should not exceed 30 seconds
- Multiple users should be able to carry on with the online application service.

**9.2.1.7.7 Data Retention**

- Application and related processing data captured will be retained on live servers and the same will be archived at different storage areas too.
- Frequency of Archival will be discussed with the department during SRS Preparation by the Software developer.

**9.2.1.7.8 Error Handling**

- System should throw only the user defined and customized error. The error logs should be maintained and can be retrieved at any time.

**9.2.1.7.9 Conventions/Standards**

- W3C standards for Web pages
- SOAP, HTTP/HTTPS for information access / transfer protocol
- SOA and other Open standards for Web services Interoperability
- RSA standards for Digital Signature
- PKCS specifications for encryption
- SSL protocols for secure communication
- ISO 27001 for Information Security
- IEEE/ ISO/ CMMI specifications of Documentation.

**10. Application****10.1 Application Study and Analysis of Requirements**

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

before beginning the design of the system.

## 10.2 Solution Design

- a) Based on the requirements study completed, the design of the Solution would be done by the selected System Integrator. An indicative list of documentation to be prepared as part of this phase:
1. Detailed Design document detailing Technical architecture (application, network, and security)
  2. Data Architecture, interface architecture and integration architecture, appropriate load balancing and clustering techniques should be adopted by the Successful Bidder in the Solution design for meeting the requirements of the RFP.
  3. SRS document shall be prepared and validated with Respective welfare Departments /TNeGA and to meet the standards specified in this RFP. The SRS Validated and approved by the Respective welfare Departments / TNeGA for all subsequent phases of application development and deployment from an Application requirements perspective.
  4. The Successful Bidder is required to keep all such documentation up to date to reflect the latest enhancements/modifications made to the application.

## 10.3 Application Development

- a) The Successful Bidder would be responsible for developing, testing and implementing the end-to-end application. The application developed would be evaluated against the SRS as approved by the TNeGA.
- b) The Successful Bidder would be required to deliver the overall application including the web-portal along with all the services of TNSSP and documentation in line with best standards.
- c) The successful Bidder should consider appropriate open-source technology stack for the development & production environment
- d) The portal should be mobile friendly with facilities to upload documents from mobile devices.
- e) The site will be best viewed with standard web browsers such as IE, Firefox, Mozilla, Chrome, etc.,
- f) Web portal shall have single view of all contact and basic information related to TNSSP including departments, citizens and others related agencies. The basic information related to TNSSP shall be updated on regular basis whenever required using content management system.
- g) All interface/pages performing similar functionality will have a consistent look and feel. Appropriate titles will be given to each page. The titles will specify the functionality of the Page.
- h) Access to the functionality of the application will be controlled based on the user type.
- i) Navigation facilities will be provided to navigate from one page to another page with minimum number of clicks.
- j) The Administration module is the core for the entire application which enables the system administrator to

create the user, their roles and access control list, configures the application for the business.

- k) User management function shall provide the functionality to define, add, modify and logical delete user/permissions to the systems. Also, the system administrator shall monitor the activities of each user.
1. The system must allow to create / update / soft-delete user and user profile.
  2. The system must allow the user to limit access to cases to specified users or user groups.
  3. The system should provide for role-based control for the functionality within the system.
  4. The system must allow only admin-users to set up user profiles and allocate users to groups.
  5. The system must allow changes to security attributes for groups or users (such as access rights, security level, privileges, password allocation and management) to be made only by super-admin
  6. System should allow the user to access only those functionalities that he/she is authorized to access.
  7. System should allow a maximum of three attempts to login in case of failed to login. This should be followed by a period of non-access.
  8. System should allow the user to regenerate a lost password/reset password with set of hint questions.
  9. System should allow creation of new users, change of roles and any other actions that affect their authentication and authorization settings.

#### **10.4 Application Testing & User Acceptance Testing (UAT)**

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

##### **10.4.1 Unit Testing**

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

##### **10.4.2 Integration Testing**

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

### 10.4.3 Performance Testing/Load Testing

- a) The total users are anticipated to be 40-50 lakhs per year, concurrent users during the peak period (June to October every year) would be around 50,000 and concurrent users during off peak period would be around 1000 users.
- b) The successful bidder shall enable to conduct performance testing on many performance test parameters (industry standard parameters). At the time of requirement sign off the successful bidder may provide their study results for the number of concurrent users and average transactions per day of the proposed system and plan the Performance & Load Testing accordingly.
- c) The successful bidder shall incorporate the changes/suggestion given by the load testing agency.

### 10.4.4 UAT server Installation

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

### 10.4.5 User Acceptance Testing (UAT)

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

### 10.5 Release Management

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

## 10.6 Capacity Building and Training

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

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

- b) The major components of capacity building and training programs are: -

1. Identification training objectives
  2. Planning and Scheduling
  3. Preparation of training materials, help files and etc.
  4. Provide the required training materials, manuals, help files in both soft and hard copies during the training session for all trainees.
  5. Conduct the training Programme.
  6. Address the user issues and resolve them if required.
  7. Get feedback and close the feedback loop.
  8. To train the trainer
- c) The venue, refreshments and other facilities will be provided by the TNEGA client (Respective welfare Departments) if planned as face-to-face training. The successful bidder should work out a training and capacity building plan with a proper schedule and submit as part of the overall plan for the project.
- d) Before deployment of the system training needs to be conducted. If any updates or refinement are carried out in the system, training may be conducted.

## 10.7 Software freezing

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

## 10.8 Rollout and Handholding

### 10.8.1 Data Center and DR installation

- a) The successful bidder shall size the hardware and software requirements for hosting & deployment and

install the application in the production servers. The successful bidder shall finalize the architecture and server configuration and submit it to Respective welfare Departments / TNeGA for validation and approval. The successful bidder shall install the Operating System, Database and Web services, Web, Application, DB servers and other required components and services and support & install the necessary software required for the implementation of e-Sign/ Digital Signature. The web server/middle ware servers shall be configured for the parameters standardized during the UAT and pilot. The application shall be replicated from staging server.

- b) Any modification or corrections in the Web Portal should be done in the staging server and pushed into the production server after testing. The application should comply with all the standardized parameters.

### **10.8.2 Rollout**

- a) The finalized software should be rolled out in all Districts/units of Respective welfare Departments. The successful bidder shall discuss a phased approach with TNEGA shall ensure that all the user locations are rolled out within the agreed time frame. After successful rollout, the developed web portal/software applications must be handed over to TNeGA (Preferably in an encrypted Pen drive) for back-up purpose.
- b) Go-Live means completion of all modules as specified in the SRS along with the onboarding of departments mentioned in section 8.2(i). It should be tested and accepted by Respective welfare Departments & TNEGA. The code should be tested/reviewed using industry standard tools and passed. The standard reports for the same must be submitted.

### **10.9 IT Infrastructure**

- a) The Successful Bidder shall be responsible for hosting the Web Portal (responsive) for TNSSP. The Successful Bidder shall provide the sizing of the IT infra required for this project which will be reviewed by TNeGA. The Respective welfare Departments / TNEGA will buy the H/W & licenses and the successful bidder will support the installation, commissioning and other deployment activities with the OEMs and other stakeholders.

1. The proposed Hosting solution should be centralized on ASP (Application System Integrator) ALL Hosted Solution Model
2. Hosting must be done in Tamil Nadu State Data Center & the ELCOT DR Site.
3. The proposed portal solution should provide followings without compromising in the quality & performance of the services:
  - i. High Reliability
  - ii. High Availability (24\*7\*365) i.e., > 99% Server Uptime
  - iii. High Scalability (concurrent users as per cl. 10.4.3 (a)) with Load Balancing & Clustering

as per the need.

iv. High Performance (The proposed solution should work even in low bandwidth like 128 Kbps using dialup connection)

v. It should not take more than 6 seconds for responding to the users

b) The Successful Bidder shall deploy commission and configure the Software, Servers and Networks for the staging and production environment. Also, the environment should test before Go-Live by the successful Bidder. The Successful Bidder should support the content management and training activities. The bidder shall ensure that the deployment strategy and solution for portal/mobile solutions is vendor neutral and not specific to any hardware.

### **10.10 Implementation and Support**

a) The selected System Integrator's responsibilities during this phase would include:

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

### **10.11 Software Change management**

a) Making enhancements / modifications to the application including web-portal arising from changes in legislation or regulations or change in user requirements or any other factors.

b) Any change to the application from the System Requirements specification document agreed and signed-off by the Department. The Successful Bidder is expected to adopt the relevant procedures, protocols and standards of a mature Software Development Life Cycle (SDLC) including (but not limited to) the following for any enhancement / amendment done to the application during the course of the Project.

1. Feasibility study / Proposal for change
2. Requirement study and Impact Analysis
3. Design
4. Development
5. Unit and Integration testing
6. User acceptance testing



## 7. Rollout

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

### **10.12 Software Documentation**

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

## **11 Non-Functional Requirements**

- a) Bug fixes and updates to the asset or the underlying software stack.
- b) Bidder is required to provide scheduled operations 24hrs a day, 7 days a week, for the portal. No need to deploy manpower onsite however, as per the SLA the bidder has to monitor the Software Application.
- c) The bidder is required to provide 99% system availability uptime measured over a calendar month based on Service Hours of 24/7/365 for the core modules.
- d) The bidder shall provide SLA metrics for database backup, recovery and maintenance.
- e) The bidder shall support resolution times for reported incidents as follows: -
  - 1. Level 1 Severity - 4 hours**
  - 2. Level 2 Severity - 8 hours**
  - 3. Level 3 Severity - 16 hours**

#### 4. Level 4 Severity - Next release

f) The Technical & Functional requirements of this Portal have been categorized into following table:

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

		<p>b. User Logout: User should be able to log out within a maximum time of 5 seconds</p> <p>c. Pages: ALL pages must open (on Archives intranet) within a maximum time of 5seconds.</p> <p>d. (Navigation: Users should be able to navigate from one to otherpage in maximum time of 5 seconds. Ability to go back on the previous pages by clicking back button in maximum time of 5 seconds</p> <p>e. Search: Searches must return results within a maximum time of 5 seconds</p> <p>f. Idle Time: Users should be logged out if application is not used more than 5 mins</p> <p>g. Test Report: Third party test reports certifying the above benchmarks should be submitted by IA before Go Live of the application</p>
10	Access Rights	<p>a. Allows Multiple User Access levels and Authorization of Users depending on Roles.</p> <p>b. Users shall not be able to delete records.</p> <p>c. Any changes in record shall be appended to the original record</p> <p>d. Secure access providing features like View Records, View Metadata, Update Records, Update Record Metadata, Modify Record etc. should be configurable by the administrator.</p> <p>e. Security definable at folder, sub-folder, and document level Complaints with GIGW guidelines as per standards of Government of India</p>
11	Security	<p>a. The viewing of the PDF/A on Internet and Intranet should be secure.</p> <p>b. Application should provide alerts in case of security breaches. The system requirement for security breaches is to be finalized during requirement analysis.</p> <p>c. Should have the ability to automatically remove temporary role assignments after a predefined period.</p> <p>d. Should provide security levels for classifying records as confidential, classified, public access etc.</p>
12	Certification	<p>a. Website Quality certification from STQC</p>

		b. Security Auditing from Cert-in empaneled auditor.
13	Audit	<p>a. Log all the actions done by individual users with username with the following functions (not limited to):</p> <p>b. Action which is carried out by the user</p> <p>c. Object to which action is applied</p> <p>d. User carrying out the action</p> <p>e. Date and time for the action</p> <p>f. Audit Trail Report</p> <p>g. Should support both database and file system-based audit logs</p> <p>h. Audit trail should record changes made to metadata associated with any folder or record</p> <p>i. Provide statistics to evaluate usage of repository</p>
14	Reports and alerts	<p>a. Provide statistical report on activity and status of all process flows</p> <p>b. Customizable dashboard view based on user rights. Provide the capability for end-users to create ad-hoc reports, to run "on-the-fly"</p> <p>c. Audit trail reports</p>
15	Data Backup	a. Support automated backup and recovery facility for all records in tape library
16	Software Development Kits	a. Provision of all applicable software development kit and web services for interoperability for developing customized software on top of core software
17	Workflow module	<p>a. Customization of workflows as per the required modules in the functional requirement of the application</p> <p>System should have the ability of creating ad-hoc workflows</p>
18	Viewing of records	<p>a. Server based Inbuilt Document Image Viewer for displaying image document without native viewer.</p> <p>b. Viewer should be browser independent</p> <p>c. PDF documents when opened should be viewed with visible watermarks with print &amp; download/save disabled.</p> <p>d. In case of images with printed English text, the output PDF document should be searchable. In this case the PDF should also be reflowable</p>

		such that the text readjusts itself on the basis of the size of the screen.
19	Administration	<p>a. It should provide web-based and desktop administration module.</p> <p>b. It should support multiple level of access rights like read, create, modify, soft / logical delete etc. on records and folders</p> <p>c. It should have inbuilt health and monitoring tool for proactive monitoring of application and services like No of active users, no of concurrent users, idle session time out etc.</p> <p>d. It should provide ability of doing database schema migration ability to easily migrate to new versions eliminating lengthy version upgrades.</p>
20	Help	a. Proposed solution should provide context sensitive 'Help' operation.

### 11.1 Security Audit

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

### 11.2 Free Warranty and Operation & Maintenance

- a) The successful bidder should maintain the web portal for a period of **24 months** (as free warranty period for 12 months after Go-Live and as O&M 12 months after free warranty period). The scope of work for free warranty consists of the comprehensive regular timely operations, content management (add, modify, delete, etc.) of the website, maintenance, CR implementation, H/W and S/W installation & support, commissioning of H/W and S/W components, managing the system alerts & events, SSL implementation and maintenance, UIDAI license/key management support (if required) etc.,

- b) The successful bidder must also onboard any other HOD's (other than those mentioned in 8.2(i)) scholarships schemes if any, during the free warranty & O&M phase.
- c) Apart from the above the following detailed activities should be performed one or more times based on the requirement:
1. Bug fixes and updates to the asset or the underlying software stack.
  2. Addition/Removal/Update of content (static or dynamic) or layers including its authoring; where content includes, but is not limited to: Web pages, Style sheets, Images, Audio, Video, Maps, Animation, Scripting, AJAX interfaces, Flash interfaces/content etc. and authoring includes but is not limited to: capturing, development, testing, processing etc.
  3. Server-side activities required for proper functioning, but not limited to: configuration, finetuning, optimization, scripting, and addition/soft deletion/updates of features for the applicable web server(s), application server(s), database server(s) etc.
  4. Replacing any content (photos, videos, text etc.) derived from public domain with the official content as and when they are developed or made available for a given asset.
  5. Feedback-based continuous improvement.
  6. Identification of Preventive and corrective measures with the respect to the changes occurring.
  7. Maintain a log for the operations being done which can be used for further action.
  8. BCP management

### 11.3 Implementation Timeline

Milestone	Timelines (in months)
Award of Contract (LOA)	T1
Provide performance Bank guarantee, signing of contract and issue of work order	T2 = T1 + 10 days
Data Model, WBS and SRS Sign off	T3 = T2 + 0.5 Months
Development & Integration Testing	T4 = T3 + 2.5 Months
Training & UAT Sign Off	T5 = T4 + 0.5 Months
Security Audit completion	T6 = T5 + 0.5 Month
Deployment & Go Live	T7 = T6 + 0.5 Months
Free Warranty	T8 = T7 + 12 Months
Operations and Maintenance	T9 = T8 + 12 Months

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

## 12 Deliverables

a) The selected agency shall deliver the following:

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

## 13 Milestone Deliverable Matrix

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

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



		support details report, 11.2 monthly task completion report	
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## 14 SLA Monitoring

### 14.1 Service Level Agreement

- a) The Web Portal should be developed, deployed, and hosted at the central server. Necessary application-level support should be mainly on the server side. However, client level support shall be required when the issues are reported by the department.
- b) The successful bidder shall ensure system uptime more than 99%. The uptime will be monitored on a quarterly basis.
- c) The initial contract is for a period of **28.5 months (4.5 months for development & deployment (upto Go-live), 12 months as free warranty post Go-live and 12 months for O&M support after free warranty)**. The SLA will be monitored during this period.
- d) The onsite support persons shall handle the service calls and comply with the SLA. Any bugs or errors beyond the level of onsite support, the service shall be escalated to the back-office team for rectification.
- e) The successful bidder will maintain logs for the entire contract period.

S. No.	Service	Expected service Level target	Penalty
1	System support - System Availability	99% uptime	<ol style="list-style-type: none"> <li>a) 95% to 98.99%: 1% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount.</li> <li>b) Less than 95%: 2% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount.</li> <li>c) Beyond 10% penalty for the milestone, the Department may take a decision as per the exit clause.</li> </ol>
2	Concurrent users	As per cl. 10.4.3 (a)	<ol style="list-style-type: none"> <li>a) For up to 20% drop in expected service level for concurrent users: 1% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount.</li> </ol>

			<p>b) For less than 20% drop in expected service level for concurrent users: 2% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount.</p> <p>c) Beyond 10% penalty for the milestone, the Department may take a decision as per the exit clause.</p>
3	Response Time for the Forms in Application	2 seconds	<p>a) For &lt; 2.00 second: No penalty</p> <p>b) For &gt; 2.00 sec and &lt; 3.00 seconds: 1% of milestone payment amount for every week from the data of SL slippage with a cap of 5% of milestone amount</p> <p>c) For &gt;3.00 seconds: 2% of milestone payment amount for every week from the data of SL slippage with a cap of 10% of milestone amount</p>

## 15 Change Request

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

## 16 Intellectual Property Rights (IPR)

- a) The ownership and IPR of the deliverables made under this Contract would always rest with 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.

## 17 Review and Monitoring

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

TNeGA and adhere to the decisions made during the review meeting.

## 18 Exit Clause

- a) At the time of expiry of the contract period, as per the contract between the parties, the successful bidder should ensure a complete knowledge transfer to the new professional replacing them within a period of 4 weeks. The successful bidder at the time of exit process will supply the following.
1. All information relating to the work rendered.
  2. The developed web portal/ software applications (including source code, User manual, software build and release configuration files and associated scripts, design & API documents) must be handed over to TNeGA (preferably in a portable drive).
  3. Project data and confidential information
  4. All other information including but not limited to documents, records and agreements relating to the services reasonably necessary to 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.
  5. All properties provided by TNeGA shall be returned.
  6. Before the date of exit, the successful bidder shall deliver to TNeGA all new and updated deliverables and shall not retain any copy thereof.

## 19 Payment Terms

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

S. No	Milestone	% Of Software Development Cost including 12 months Free warranty	Basis of Approval
<b>I</b>	<b>Total project cost (R)</b>		
1	a) Work Breakdown Structure b) SRS Sign Off	10%	On approval of TNeGA
	a) Integration Test Report along with Screen shots	20%	On approval of TNeGA

2	b) UAT Sign off (customized platform) c) Traceability Matrix d) Security Audit clearance		Copy of Security and Performance Testing Certification
3	Training & Pilot Roll out	15%	On approval of TNeGA
4	Go-Live (customized platform and onboarding scholarship schemes of HODs stated in clause 8.2 (i))	10% for Go-live of platform. 10% for onboarding of 6 HODs of 8.2(i) 10% for onboarding of remaining 6 HODs of 8.2(i)	On approval of TNeGA & respective HODs
6	On completion of Free warranty period of 12 months	20%	On approval of TNeGA
7	After Successful completion of exit management clause as per cl.17 of RFP	5%	On approval of Department of TNeGA
	<b>Total cost</b>	<b>100%</b>	

- c) Payments for the Operation & Maintenance (item No.1.02 of BOQ) will be released upon successful completion of the O&M of the TNSSP application by the bidder every quarter on pro-rata basis.
- d) Any payment due to the successful bidder will be released within 30 days from the date of receipt of bills along with acceptance from TNeGA.
- e) The TDS amount, Penalty if any, will be deducted from the payment of successful bidder.
- f) 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.
- g) The successful bidder shall have full and exclusive liability for payment of all Taxes and other statutory payments payable under any or all 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 axes to the statutory authorities.

**20 APPENDIX – I: Bank Guarantee Format**

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

To

The Chief Executive Officer, Tamil Nadu e-Governance Agency,  
807, 2<sup>nd</sup> floor, PT Lee Chengalvarayan Naicker Building, Anna Salai,  
Chennai – 600002

Bank Guarantee No:

Amount of Guarantee:

Guarantee covers from:

Last date for lodgment of claim:

This Deed of Guarantee executed by ..... (Bankers Name & Address) having our Head Office at

.....(address) (hereinafter referred to as “the Bank”) in favor of CEO, TNeGA, registered under Societies Act and wholly owned by Government of Tamil Nadu and having its Registered office at No.807, 2<sup>nd</sup> Floor, PT Lee Chengalvarayan Naicker Building, Anna Salai, Chennai- 600 002 (hereinafter referred to as “the Beneficiary”) for an amount not exceeding Rs.\_\_\_\_\_/ - (Rupees\_\_\_\_\_Only) as per the request of M/s. \_\_\_\_\_ having its office address at \_\_\_\_\_ (hereinafter referred to as “Successful Bidder”) against Letter of Acceptance reference \_\_\_\_\_ dated \_/ \_/ of M/s. Tamil Nadu e-Governance Agency for the Development and Maintenance of TNSSP. 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 not withstanding any objection or dispute whatsoever raised by the Successful Bidder.

This Guarantee is valid until 32 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)

## 1. APPENDIX – II: Model Form of Contract

(To be executed on a Rs. 100/- Non-Judicial Stamp Paper bought in Tamil Nadu by the Successful Bidder)

**(NO FIGURES IN NUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER)**

This CONTRACT is made at Chennai on the..... day of ..... 2023

BETWEEN

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

AND

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

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

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

Whereas, TNeGA invited a tender vide **Tender Ref: TNeGA/TNSSP/2022-2023 for Selection of System Integrator for Development and Maintenance of the Tamil Nadu State Scholarship Portal (TNSSP)** as per the Scope of Work Clause 8 prescribed in the Tender document.

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

NOW THEREFORE

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

## 1) Purpose

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

## 2) Definition

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

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

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

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

## 3) No Licenses

- a) This Agreement does not obligate either party to disclose any particular proprietary information; to



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

#### **4) Disclosure**

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

#### **5) Return or Destruction of Confidential Information**

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

## 6) Independent Development and Residuals

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

## 7) Injunctive Relief

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

## 8) Non-Waiver

- a) No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.
- b) This Contract shall remain in force during the Contract period of **28.5 months** as per the Deliverables and Scope of work from the date of signing of this contract. TNeGA may renew/extend the contract for a further period as may be agreed between the parties.
- c) The Successful Bidder agrees to deliver the services as per the scope indicated in the Tender Scope of Work Clause 8 of this Tender within the stipulated period prescribed by TNeGA at the cost arrived at in the PRICE BID. This cost is firm and not subject to enhancement.
- d) The Contract or any part share of interest in it shall not be transferred or assigned by the Successful Bidder directly or indirectly to any person or persons whomsoever without the prior written consent of TNeGA.
- e) Neither TNeGA nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:

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

#### **9) Liquidated Damages (LD)**

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

other penalties. Such bidders would be automatically banned for 3 years from taking part in TNeGA's Tenders. As mentioned in the RFP Document in Clause 7.9.

### 10) Service Level Agreement

- a) The Web Portal should be developed, deployed, and hosted at the central server. Necessary application-level support should be mainly at the server side. However, client level support shall be required when the issues are reported by department.
- b) The successful bidder shall ensure system uptime more than 99%. The uptime will be monitored on a quarterly basis.
- c) The initial contract is for a period of **28.5 months (4.5 months for development& deployment (Up to Go-live), 12 months as free warranty and 12 months for O&M support)**. The SLA will be monitored during this period.
- d) The onsite support persons shall handle the service calls and comply with the SLA. Any bugs or errors beyond the level of onsite support, the service shall be escalated to the back-office team for rectification.
- e) The successful bidder will maintain logs for the entire contract period.

Sl. No.	Service	Expected service Level target	Penalty
1	System support - System Availability	99% uptime	<p>d) 95% to 98.99%: 1% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount.</p> <p>e) Less than 95%: 2% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount.</p> <p>f) Beyond 10% penalty for the milestone, the Department may take a decision as per the exit clause.</p>
2	Concurrent users	As per cl. 10.4.3 (a)	<p>d) For up to 20% drop in expected service level for concurrent users: 1% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount.</p> <p>e) For less than 20% drop in expected service level for concurrent users: 2% of milestone payment amount for every week from the date of SL slippage with a cap</p>

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

### 11) Milestone Deliverable Matrix

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

## 15. Minutes of Meetings

## 12) Milestone Deliverable Matrix

Sl. No.	Milestone	Deliverable(s)	Approval/Sign-off authority
1	Project Management Plan	Need & Objective, Constraints, Assumptions, Statement of work, Schedule & Milestones, Time, Project Team, Quality, Risk Management, Hardware sizing and Deployment plan	TNeGA
2	Data Model	Conceptual & Physical Data Model	TNeGA
3	Data Flow Diagram	Data Flow Diagram	TNeGA
4	SRS	SRS document, Use Cases, Test Cases & CRs	TNeGA and respective welfare dept.
5	Work Breakdown Structure	WBS Hierarchy & Tree Structure & WBS Dictionary	TNeGA
6	Development	Unit report, CRs & complete Source code along with its version management & control	TNeGA
7	System Testing (Unit & Integration)	Test Matrix, Test report with screen shorts, Action taken Report on Issues & CRs	TNeGA
8	UAT sign off	UAT report, Action Taken Report on Issues & CRs	TNeGA and respective welfare dept.
9	Requirement Traceability Matrix	Requirement Traceability Matrix	TNeGA and respective welfare dept.
10	Training	Training materials, Participation list & Feedback form	TNeGA and respective welfare dept.
11	Security Audit	Audit Report & Certificate	TNeGA
12	Implementation	Server Logs for successful deployment and	TNeGA

		configuration, Screen shots of the portal, reports from the Live system and Source code of entire system (latest version deployed in the Go-Live system)	
13	Release Notes	Release documents for every production update, Build versions along with its relevant source code files, supplements and its related versions	TNeGA
14	Free Warranty, Operation & Maintenance Support	Bug fixing report, system Tuning report & Patch update. Incident and resolution report, Support personnel attendance if required (in case of T&M payments), SLA compliance report, CRs, production support details report, 11.2 Monthly task completion report.	TNeGA and respective welfare dept.

### 13) Implementation Timeline

Milestone	Timelines (in month)
Award of Contract (LOA)	T1
Provide performance Bank guarantee, signing of contract and issue of work order	T2 = T1 + 10 days
Data Model, WBS and SRS Sign off	T3 = T2 + 0.5 Months
Development & Integration Testing	T4 = T3 + 2.5 Months
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Security Audit completion	T6 = T5 + 0.5 Month
Deployment & Go Live	T7 = T6 + 0.5 Months
Free Warranty	T8 = T7 + 12 Months
Operations and Maintenance	T9 = T8 + 12 Months

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

### 14) Payment Terms

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

S. No	Milestone	% Of Software Development Cost including 12 months Free warranty	Basis of Approval
<b>I</b>	<b>Total project cost (R)</b>		
1	c) Work Breakdown Structure d) SRS Sign Off	10%	On approval of TNeGA
2	e) Integration Test Report along with Screen shots f) UAT Sign off (customized platform) g) Traceability Matrix h) Security Audit clearance	20%	On approval of TNeGA Copy of Security and Performance Testing Certification
3	Training & Pilot Roll out	15%	On approval of TNeGA
4	Go-Live (customized platform and onboarding scholarship schemes of HODs stated in clause 8.2 (i))	10% for Go-live of platform. 10% for onboarding of 6 HODs of 8.2(i) 10% for onboarding of remaining 6 HODs of 8.2(i)	On approval of TNeGA & respective HODs
6	On completion of Free warranty period of 12 months	20%	On approval of TNeGA
7	After Successful completion of exit management clause as per cl.17 of RFP	5%	On approval of Department of TNeGA
	<b>Total cost</b>	<b>100%</b>	

c) Payments for the Operation & Maintenance will be released upon successful completion of the O&M of the TNSSP application by the bidder every quarter on pro-rata basis.



- d) Any payment due to the successful bidder will be released within 30 days from the date of receipt of bills along with acceptance from TNeGA.
- e) The TDS amount, Penalty if any, will be deducted from the payment of successful bidder.
- f) 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.
- g) 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 axes to the statutory authorities.
- i. The successful bidder shall have full and exclusive liability for payment of all Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc., now or hereafter imposed to the respective statutory authorities. TNeGA/ will not be responsible or liable for default on payment of axes to the statutory authorities.
  - ii. Payment will be processed only after receipt of the Invoices from the Bidder.
  - iii. All taxes and other levies imposed by Governments of India will be paid at actual as applicable.
  - iv. **Income Tax:** As per the Income Tax Act and Rules, Income Tax, Surcharge, Educational Cess etc., and any other appropriate levy to Govt. as may be notified from time to time will be deducted from each bill towards Income Tax Deducted at Source (TDS).
  - v. The Successful Bidder hereby agrees to get the refund of incentive and pay back to TNeGA such incentive, if the Government or any other appropriate agency reduces the Excise duty or Service/Sales tax or give incentive of any type retrospectively after releasing the Payment. Failing which action will be taken to recover the above referred amount from the Successful Bidder under the Revenue Recovery Act or any other relevant act.
  - vi. Penalty amount if any will be adjusted in the payment due to the Successful Bidder.
  - vii. All Payments shall be made in Indian Rupees Only
  - viii. The TDS amount, Penalty if any, will be deducted in the payment due to the successful bidder.
  - ix. The Taxes as applicable during the contract period as specified in the Tender will be paid by Department. In case, the Taxes have been reduced retrospectively, the successful bidder shall be liable to return the same to Department.
  - x. The successful bidder shall have full and exclusive liability for payment of all Taxes and other

statutory payments payable under any or all of the Statutes/Laws/Acts etc. now or hereafter imposed to the respective statutory authorities. The Department will not be responsible or liable for default on payment of axes to the statutory authorities.

- xi. Free Warranty should be covered for the duration of 12 months from date of Go live.
  - xii. Operation & Maintenance for a period of 12 months after free warranty period - Based on the satisfactory report from the department, the quarterly payment shall be made to the successful bidder.
- h) The Successful Bidder shall be liable and / or responsible for the compliance of all Statutory Provisions, especially those relating to Labor Laws in respect of this Contract.
- i) Any notice from one party to the other given or required to be given hereunder shall be given by either:
- i. Mailing the same by registered mail, postage prepaid, return receipt requested; or
  - ii. Having the same delivered by courier with receipt acknowledged at the address set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice shall be deemed to have been served if sent by post on the date when in the ordinary course of post, it would have been delivered at the addresses to which it was sent or if delivered by courier on the date of acknowledgement of receipt.
- j) In case of breach of any of the conditions of the contract by the Successful Bidder during the contract period, TNeGA reserves the right to recover costs/liabilities arising directly due to such breach from the Successful Bidder.

## **15) Termination of Contract**

### **a) Termination for Default**

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

terminated.

**b) Termination of Insolvency**

- 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.

**c) Termination of Convenience**

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

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

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

Signed by:

(Name and designation) For and on behalf of TNeGA

(FIRST PARTY)

Signed by:

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

(SECOND PARTY)

WITNESSES:

1. (for FIRST PARTY)

2. (for SECOND PARTY)