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Bid No. GEM/2023/B/3459359

**DIRECTORATE GENERAL OF EMPLOYMENT
MINISTRY OF LABOUR AND EMPLOYMENT
SHRAM SHAKTI BHAWAN
RAFI MARG, NEW DELHI – 110001**

Tender Document: no. DGE-U-11011/11/2021-NCS(Coord.)

REQUEST FOR PORPOSAL (RFP) FOR “APPOINTMENT OF A CONSULTING AGENCY FOR NATIONAL CAREER SERVICE PROJECT”

“National Career Service (NCS)” portal of DGE, Gol acts as a common, centralized digital platform to provide a spectrum of services including job placement, vacancy notification, formal training programmes, on-the-job trainings etc.

DGE, through this RFP, seeks to appoint a Consulting Agency having competent and expert IT resources to handle its Technical Services, Tools and Assets as a part of its comprehensive Programme Management Unit (PMU), which shall function as DGE’s strategic technical and business partner.

The Agency will be selected as per Quality cum Cost Based Selection (QCBS) process.

Online e-bid/s are invited from the interested companies for Selection of agency for providing PMU service to DGE.

The bidding firms under this Request for Proposal are requested to carefully study the Scope of Work and technical requirements attached in the bid document.

All clarifications/ corrigenda will be published only on the GeM portal. The official website for accessing the information related to RFP is GeM Portal (<https://gem.gov.in>).

**No. DGE-U-11011/11/2021-NCS(Coord.)
Directorate General of Employment (DGE)**

***Request for Proposal (RFP) for “Appointment of a
Consulting Agency for National Career Service
Project”***

For

*Directorate General of Employment,
Ministry of Labour & Employment, Government of India*

13th June, 2023

Directorate General of Employment (DGE)
Ministry of Labour and Employment
Shram Shakti Bhawan Rafi Marg, New Delhi-110001
Ph. No: 011-2338 6737, 2335 0896
E-Mail: [ddg-dget\[at\]nic.in](mailto:ddg-dget[at]nic.in)

Key Information & Dates

| | | |
|----|--|--|
| 1 | Tender Inviting Authority | Directorate General of Employment (DGE), Ministry of Labour and Employment, Government of India, Shram Shakti Bhawan, Rafi Marg, New Delhi-110001 |
| 2 | Job Requirement | “Appointment of a Consulting Agency for National Career Service Project” for Directorate General of Employment (DGE), Ministry of Labour & Employment (MoLE), Government of India. |
| 3 | Publication of the RFP | 13 th June, 2023 |
| 4 | Contact person for clarification | Dr. Shikha Anand, Director (Employment), Directorate General of Employment (DGE), Ministry of Labour and Employment, Government of India, Room No. 324, Shram Shakti Bhawan, Rafi Marg, New Delhi-110001. Email ID: ddg-dget[at]nic.in |
| 5 | Last date for receiving queries/ clarifications | 22 nd June, 2023 over GeM portal |
| 6 | Date & Venue of Pre-Bid Meeting | 20 th June, 2023 at Directorate General of Employment (DGE), Ministry of Labour and Employment, Shram Shakti Bhawan, Rafi Marg, New Delhi-110001. |
| 7 | Date of response to Bidder Queries | 30 th June, 2023 |
| 8 | Last date for submission of Bids | Up to 12:00 P.M. on 13 th July, 2023 at Directorate General of Employment (DGE), Ministry of Labour and Employment, Shram Shakti Bhawan, Rafi Marg, New Delhi-110001. |
| 9 | Bid Security / Earnest Money Deposit Amount Payable | The Bidder shall furnish, as part of its bid, a bid security in the form of Bank Guarantee / Demand Draft / Banker's Cheque / Fixed deposit drawn in favour of “PAO, DGET, Ministry of Labour and Employment, New Delhi” payable at Delhi for an amount of Rs.25,00,000/- (Rs. Twenty Five Lakhs Only) payable at Delhi. |
| 10 | Opening of Technical Bids | 13 th July, 2023 at Directorate General of Employment (DGE), Ministry of Labour and Employment, Shram Shakti Bhawan, Rafi Marg, New Delhi-110001. |
| 11 | Technical Presentation | The date & venue for the same shall be communicated to the bidders |
| 12 | Opening of the Financial / Commercial Bid of the technically qualified bidders | The date & venue for the same shall be communicated to the bidders. |

DISCLAIMER

The information contained in this RFP Document or subsequently provided to Bidder(s) or Applicants whether verbally or in documentary form by or on behalf of Director (Employment), Directorate General of Employment (DGE), Ministry of Labour and Employment, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP Document and all other terms and conditions subject to which such information is provided.

This RFP Document is not an agreement and is not an offer or invitation by the Director (Employment), Directorate General of Employment (DGE), Ministry of Labour and Employment to any party other than the Applicants who are qualified to submit the Bids (i.e. Bidders). The purpose of this RFP Document is to provide the Bidder(s) with information to support the formulation of their proposals. This RFP Document does not purport (claim) to contain all the information each Bidder may entail (require). This RFP Document may not be appropriate for all persons, and it is not possible for the Director (Employment), Directorate General of Employment (DGE), Ministry of Labour and Employment, their employees, or advisors to consider the investment objectives, financial situation, and particular needs of each Bidder who reads or uses this RFP Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources. The Director (Employment), Directorate General of Employment (DGE), Ministry of Labour and Employment, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the precision (accuracy), reliability or completeness of the RFP Document. The Director (Employment), Directorate General of Employment (DGE), Ministry of Labour and Employment may in its absolute discretion, but without being under any obligation to do so, update, improve or supplement the information in this RFP Document.

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ABBREVIATIONS/ ACRONYMS

The following abbreviations and acronyms have been used in this document.

| ABBREVIATION/ ACRONYM | DESCRIPTION |
|----------------------------------|--|
| CEC | Consultancy Evaluation Committee |
| DGE | Directorate General of Employment |
| EEMMP | Employment Exchange Mission Mode Project |
| EMD | Earnest Money Deposit |
| Gol | Government of India |
| ITB | Invitation To Bid |
| MMP | Mission Mode Projects |
| MoLE | Ministry of Labour and Employment |
| MoU | Memorandum of Understanding |
| NCS | National Career Service |
| NCSP | National Career Service Portal |
| NIC | National Informatics Centre |
| PBG | Performance Bank Guarantee |
| RFP | Request For Proposal |

SECTION 1: INVITATION FOR BIDS

1. Invitation for bids

This invitation for bids is for “Appointment of a Consulting Agency for National Career Service Project” for Directorate General of Employment (DGE), Ministry of Labour & Employment, Government of India. The Bid document will be uploaded on the Government e-Market Portal (GeM).

2. Due Diligence

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding document in any respect, will be at the Bidder's risk and may result in rejection of the bid.

3. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid and Director (Employment), Ministry of Labour and Employment hereinafter referred to as "the Client", will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4. Content of Bidding Document

The requirements, bidding procedures and contract terms are prescribed in the bidding document. This bidding document include:

- Section1: Invitation for Bids
- Section2: Introduction
- Section3: Instructions to Bidders
- Annexure1: Contents and Format of Technical Bid
- Annexure2: Content and Format of Financial Bid
- Annexure3: Evaluation Criteria: Technical Bid
- Annexure4: Service Level Agreements (SLAs)
- Annexure 5: Methodology for calculation of Absolute Financial Quote (Fb)

5. Clarification of Bidding Documents

A prospective bidder requiring any clarification on the bidding document may notify the DGE in writing or by e-mail. The following personnel may be contacted for this purpose:-

| Name of the officer | Designation | Contact Particulars |
|---------------------|-----------------------|--|
| Dr. Shikha Anand | Director (Employment) | Room. No. 324 Directorate General of Employment (DGE) Ministry of Labour and Employment, Shram Shakti Bhawan, Rafi Marg, New Delhi-110001. Email ID: ddg-dget[at]nic.in , Ph. No.: 011-2338 6737 |

The bidder shall submit any queries related to the Bid document in the following format not later than **06:00 PM on 22nd June, 2023**.

| S. No | Page No | Reference Clause | Queries | Recommendations/Explanation Of the <<Name of the Bidder>> |
|-------|---------|------------------|---------|---|
| | | | | |

DGE shall convene a pre-bid meeting on **3:00 PM on 20th June, 2023** and the responses (explanation of the query but without identifying the source of the inquiry) to the queries shall be uploaded on the website of Directorate General of Employment (DGE), Ministry of Labour & Employment (www.dge.gov.in).

6. Amendment of Bidding Documents

At any time before the deadline for submission of bids, DGE may, for any reason, whether at its own initiative or in response to the clarification requested by a prospective Bidder, modify the bidding document by amendment.

All such amendments shall be uploaded on the website of Directorate General of Employment (DGE), Ministry of Labour & Employment (www.dge.gov.in) and shall be binding on the bidders.

If required in order to allow prospective Bidders reasonable time to take the amendment into account in preparing their bids, DGE reserves the right to extend the deadline for the submission of bids.

SECTION 2: TENDER DETAILS

1. Project Background

1.1 About Ministry of Labour and Employment, Government of India

The Ministry of Labour & Employment is one of the oldest and important Ministries of the Government of India. The main responsibility of the Ministry is to protect and safeguard the interests of workers in general and those who constitute the poor, deprived and disadvantage sections of the society, in particular, with due regard to creating a healthy work environment for higher production and productivity and to develop and employment services. Government's attention is also focused on promotion of welfare and providing social security to the labour force both in organized and unorganized sectors, in tandem with the process of liberalization. These objectives are sought to be achieved through enactment and implementation of various labour laws, which regulate the terms and conditions of service and employment of workers. The State Governments are also competent to enact legislation, as labour is a subject in the concurrent list under the Constitution of India.

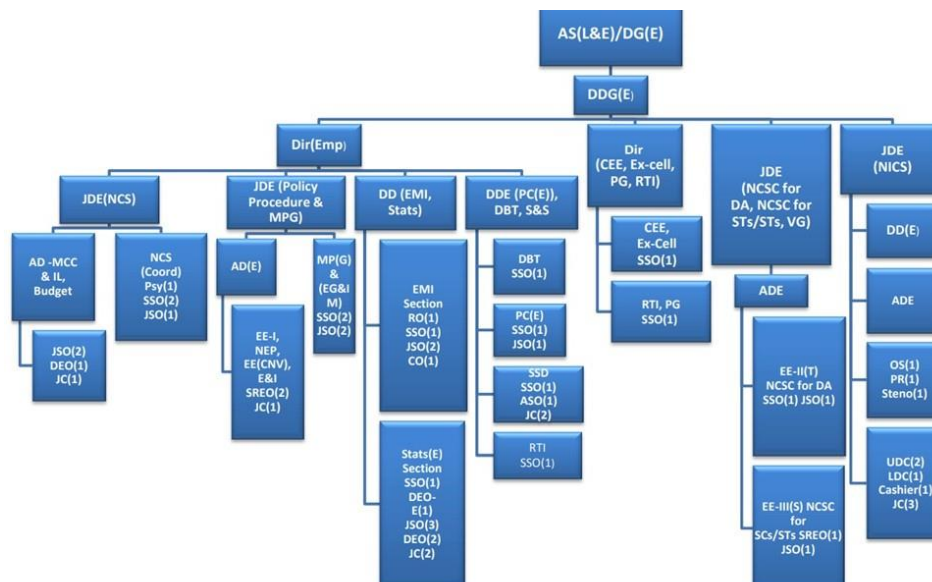
The overall broad organization structure of the Ministry includes the following :

- Main Secretariat
 - Autonomous Bodies
 - Adjudicating Bodies
- Attached offices
- Subordinate offices

1.2 Directorate General of Employment (DGE)

The Directorate General of Employment (DGE) in Ministry of Labour is the apex organisation for development and coordination at National level for the programmes relating to Employment Services. Employment service is operated through a countrywide network of Employment Exchanges. The Employment Exchanges are under the administrative and financial control of State Governments or Union Territory Administrations.

DGE also operates Vocational Training Schemes in some of the specialized areas through field institutes under its direct control. Development of these programmes at national level, particularly in the area concerning common policies, common standards and procedures, training of instructors and trade testing is the responsibility of the DGE.



1.3 Mission Mode Project of Ministry of Labour and Employment, Government of India

Recognizing the role played by the Employment Exchanges and its impact in providing employment services to the citizens, Employment Exchange has been identified as one of the Mission Mode Projects (MMP) for upgradation and modernization of Employment Exchanges in order to make them more demand responsive.

The vision of the Employment Exchange Mission Mode Project (EEMMP) is to ***"Provide a national platform for interface between stakeholders for responsive, transparent and efficient employment services in order to meet skill needs of a dynamic economy"***.

The overall aim of the EEMMP is to provide gainful employment to all job-seekers registered with Employment Exchanges by facilitating interaction between jobseekers and employers and disseminating accurate and consistent employment market information to the policy makers on time.

1.3.1 National Career Service Project

1. The Ministry of Labour & Employment, Government of India, is implementing the National Career Service (NCS) project for transformation of the National Employment Service to provide a variety of employment related services like job search & matching, career counselling, vocational guidance, information on skill development courses, internships etc. through a digital platform [www.ncs.gov.in]. The portal was launched by the Hon'ble Prime Minister in July 2015. It acts as a one stop solution for career related services including jobs from private and government sector, information on online and offline job fairs, skill/training programmes etc. The main objectives of NCS project are as follows:
 - a. Enhancing career and employment opportunities
 - b. Counselling and guidance for career development
 - c. Enhancing quality of workforce
 - d. Focusing on inclusive growth initiatives.
 - e. Empowering youth through digital skills.
2. The various stakeholders on the NCS platform include jobseekers, employers, employment exchanges (career centers), counsellors, training providers, educational institutions and placement organizations. Services on NCS platform are free of cost.
3. Following are the main features of NCS:
 - 3.2 Network of 1000+ Employment Exchanges (EEx) & Model Career Centres (MCCs).
 - 3.3 Around 800 approved counsellors providing career guidance.
 - 3.4 3600+ job roles with a knowledge repository of career content on these job roles.
 - 3.5 Toll Free Call Centre (1514) in 7 different languages.
 - 3.6 Integration with 28 States for information exchange.
 - 3.7 Strategic MoU partnerships with portals/private organizations like Monster, Freshersworld, HireMee, TCS-Ion, Microsoft, UNICEFYuWaah, CSC etc.
 - 3.8 Linkage with EPFO, ESIC, MHRD (AICTE&AISHE), MSDE (Skill India portal), Digi Locker.
 - 3.9 Linkage with Govt. recruitment bodies – UPSC, SSC, ASRB, Indian Railways etc.
4. Services on NCS platform are free of cost.

1. Scope of Work

The scope of work for the consulting agency is defined with reference to the set of services which need to be taken up under the “National Career Service Portal (NCSP) project.

Note: *The structure of the report/deliverable should be finalised by the consulting agency with DGE before the commencement of the concerned deliverable.*

a. Project Management Support

The consulting agency shall provide the required support to DGE in monitoring, supervising & managing the various activities to be conducted by the IA.

The Project Management activities herein would broadly include the following:

- Coordinate with the stakeholders of the project to ensure smooth implementation & monitoring of the Project
- Providing strategic advice to DGE on NCSP project
- Assist DGE in escalating, tracking the resolution and follow up with the IA for the issues and problems/grievances raised by the stakeholders of NCSP.
- Review and assist DGE in the appraisal of project plans, FRS, SRS reports, design document etc. submitted by the IA.
- Review and assist DGE in the appraisal of the portal prototype developed by the IA.
- Escalate Technical & Functional issues to DGE on any delay in achievement of milestones by IA & assist in timely resolution of the issues
- Regular review of the SLAs; preparation and analysis of SLA deviation statements based on the SLAs defined in the contract.
- Escalation of SLA reports and associated issues to DGE
- Assist DGE in reviewing the payment to be made to the IA as per the payment schedule defined in their contract. The payment to be made would be derived based on the performance of the vendor on the SLAs defined, penalty if applicable and other terms & conditions as defined in the contract.
- Oversee the change management activities being carried out by the IA.
- Support DGE in giving sign-offs on the deliverables submitted by the IA.
- Provide regular support to DGE for brainstorming discussions on improvement of NCSP, with officers of DGE & other stakeholders.
- Provide support to DGE during regular interaction with the stakeholders and support DGE in preparation of monthly reports on functioning of the NCSP, problems of the stakeholders and gathering of suggestions for improvement of the NCSP
- Assessment of Performance and deliverables of the strategic and operational partners on the basis of Service Level Agreement. Comprehensive SLA management to be performed.
- Service planning, reporting and reviews based on Prime Service Agreement (PSA) between DGE and the System Integrator(s) (SI)/ Service Provider(s) (SP)/Technology Partner(s) (TP), Consulting Entity for Project Management (CEPM), etc.
- Management and Monitoring of future/newer development of application, gathering of Business requirements, user acceptance testing, deployment of application and its usage and assistance in implementation of new applications, formulation of SOPs as per Software Development Life Cycle and implementations as per standards/SOPs.
- Review and evaluation of NCS application architecture regularly.
- Assist DGE in Vendor management and discussion with vendors along with Service Provider/ System Integrator.
- Management, Monitoring and Technology implementation of new features and functionalities etc...
- Mobile Applications, inter-organizational API integration management & monitoring.
- Examination and presentation to DGE of all bills raised by the System Integrator(s) / Service Provider(s) with reference to their conformity with the technical and commercial requirements of the PSA and the applicability of penalties (as per the Service Level Agreement).

- Submission of all PMU reports on monthly basis (by the 10th day of every month) or as and when required by DGE.
- Assist DGE in preparation of DPR, RFP, eTenders and in BPR activities.
- *Any other work assigned to PMU by DGE, from time to time as required or within the scope of NCS Project.*

- Composition of the team and expertise required:

The detailed across the various roles/designations, education qualification and the experience profile requirements of IT Manpower, are given below:

| S. No | Profile | Education Qualification | Min. Years of Exp | Profile Description |
|-------|--|---|-------------------|--|
| 1 | Project Director | B. Tech/ B. E/ MCA Desirable qualification: MBA | 15 | <ul style="list-style-type: none"> • Must have good understanding of Government Processes and IT automation initiatives in e-Governance Domain • Demonstrated experience in end-to-end implementation of large IT projects for Central Government / PSUs/ State Government. • Having at least 7 years of post-qualification relevant work experience in design and development of customized IT applications for Central Government / PSUs/ State Government. • 10+ years of project management experience working through the design, development, release (SDLC) cycle delivering application software projects for Central Government / PSUs/ State Government. • Deployment of best practices and continuous improvement initiatives |
| 2 | Application Architect (Cloud Specialist) | B. Tech/ B. E (ECE, CS, IT)/ MCA + Any Cloud Certification | 10 | <ul style="list-style-type: none"> • Having at least 3 years of working experience with Central Government / PSUs/ State Government. • Should have demonstrated work experience in designing and understanding Microservices, containerization-based architecture • Strong knowledge of Agile based methodologies. • Strong knowledge and experience of DevOps, main Cloud infrastructure technologies & solutions and container management framework. • Experience of developing, presenting and delivery of large-scale application modernization roadmap plans as part of enterprise cloud migrations. • Should have experience to design, analyze, evaluate the cloud-based solutions using VMware and any of the Cloud Service Provider. • Experience in design and implementation of large cloud platform-based project. • Experience in lift and shift of existing data center-based portal to cloud environment. • Knowledge of SaaS, PaaS, IaaS etc. |
| 3 | Functional Consultant (Sr. Business Analyst) | B. Tech/ B. E./ MCA | 10 | <ul style="list-style-type: none"> • Having at least 7 years of working experience with Central Government / PSUs/ State Government. • Demonstrated experience in end-to-end implementation of large IT projects for Central Government / PSUs/ State Government. • Experience in evaluating business processes, anticipating requirements, uncovering areas for improvement, and developing and implementing solutions. • Should have experience in preparation of DPR, RFP, bid process management and providing project management support for IT projects for Central/State government of India. • Should be able to study the existing systems / apps |

| | | | | |
|---|--|--|---|--|
| | | | | and create requirement documents, process flow diagrams. |
| 4 | Functional Consultant (Business Analyst) | B. Tech/ B. E./ MCA + Any certification in Data Analytics | 6 | <ul style="list-style-type: none"> • Having at least 4 years of working experience with Central Government / PSUs/ State Government. • Should be able to study the existing systems / apps and create requirement documents, process flow diagrams. • Work experience as a data analyst or in a related field. • Creation of Documents such as SRS/ FRS/BRD/DPR/RFP and experience in Bid Process Management • Preparing reports for the management stating trends, patterns, and predictions using relevant data • Knowledge of any RDBMS like MySQL, SQL, Oracle etc. • High level of expertise in data analytics tools like SAS, Power BI, Tabule, Excel etc. • Knowledge of R, Python etc. |
| 5 | Technical Consultant (Open-source/ Emerging Tech/ Cloud) | B. Tech / B. E (ECE, CS,IT)/ MCA + Any certification in Data Analytics | 6 | <ul style="list-style-type: none"> • Having at least 3 years of working experience with Central Government / PSUs/ State Government. • Expertise in Open-source tools and technologies. • Knowledge of Testing practices, Test plans, procedures, and metrics. • Demonstrated experience in DevOps and Agile practices • Expertise in UI/UX and Mobile App technologies. • Hands-on experience in any of .NET/Java/Node.js etc. • Expertise in any of the RDBMS like MySQL, SQL, Oracle etc. |

The Project Team needs to be deployed full time on the project in the premises of DGE forboth the phases of the project & should be on the payrolls of the bidder.

Note:

- The deployment of expert(s) from the 'Consulting Team' shall be based on the requirement of DGE. Further, DGE may ask for any other expert during the course of the project depending on the requirement, the rates of which shall be mutually agreed to with the approval of competent authority of DGE.
- The bidder will ensure that in the event of change of project resources during the course of the project, prior intimation to the DGE and suitable knowledge transfer takes place. Also, the replacement of the resource should be of higher or similar skill-set, experience level and shall need to be approved by DGE.
- The leaves of the employees of the selected bidder deployed full time for the project shall be as per the policy of DGE. Also, if the deployed resource of the appointed consulting agency is on leave other than the leaves as per the DGE policy, then the bidder shall provide a substitute resource with higher or similar skill-set and experience level. The appointed bidder needs to inform the same to DGE well in advance.
- PMU will be housed at DGE HQ, New Delhi.
- The activities will be reviewed by DGE on atleast monthly basis or as and when required.
- The team will consist of resources with necessary qualifications and experience as laid down in this RFP.
- The agency will undertake not to sub-contract any part of this work to third parties.
- The team shall be deployed at DGE office on an exclusive basis. None of the full time team members deployed under this PMU will work on any other engagement.
- The resources will be selected from the set of CVs submitted as part of response to the RFP.
- In case of any replacement of resources, the agency will make such replacement with a resource that has higher or equivalent qualification and experience, and such replacement shall be with the

consent of the DGE. Further, to facilitate knowledge transfer, the consultancy organization/ PMU will ensure that there is at least 15 days overlap between the existing resource and the replacement resource. Any delays in the project on account of replacement of any kind shall solely be the responsibility of the consulting organization/ PMU. The decision of DGE will be final and binding in the matter of replacement of resources or placement of additional resources, irrespective of the fact that a resource may be replaced by a person with higher qualification and / or experience. Every replacement of resources by the agency would attract penalty as per Annexure-4. Additional Rs. 20,000/- (Rupees Twenty Thousand) penalty shall be levied if overlap of 15 days between existing and replacement resource is not provided for.

- In case of failure to meet the standards of DGE (which includes efficiency, cooperation, discipline, integrity and performance) bidder may be asked to replace the resource without any penalty for replacement/exit within a period of 15 days. However, failure to do the same may also levy a penalty of Rs 20,000/- per week.
- All penalty shall be deducted from the quarterly bill of PMU.
- The team will work with the DGE, Line Ministries/Departments and State departments on a day-to- day basis for program management support.
- The PMU team may be augmented by resources as required at an appropriate time in the project at the person-month rates quoted as per the prevailing NICSI rates.
- Based on the above, the PMU will have initial strength of Five resources. The breakdown is as follows:

| Role | Staff strength |
|--|-----------------------|
| Project Director | 1 |
| Application Architect (Cloud Specialist) | 1 |
| Functional Consultant (Sr. Business Analyst) | 1 |
| Functional Consultant (Business Analyst) | 1 |
| Technical Consultant (Open-source/Emerging Tech/Cloud) | 1 |
| Total | 05 (Five) |

SECTION 3: INSTRUCTIONS TO BIDDERS

Preparation of Bids

1. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and DGE shall be written in English language only.

2. Documents Constituting the Bid

The Proposal submitted by the Bidder shall comprise the following documents:

- Technical bid (including eligibility criteria) in the formats specified in Annexure 1 of this RFP.
- Financial bid in the formats specified in Annexure2 of this RFP.
- Any other information that is to be submitted during the course of Proposal process.

2.1 Eligibility Criteria

This invitation to bid is open to all organizations meeting the following minimum eligibility criteria:

| S.No | Basic Requirement | Specific Requirements | Documents Required |
|------|-------------------|---|---|
| 1 | Legal Entity | <p>The bidder should be a company registered under Indian Companies Act</p> <p>OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932.</p> <p>OR</p> <p>A Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008</p> <p>OR</p> <p>A Proprietorship firm registered under the Rajasthan Shops & Commercial Establishments Act, 1958 or a similar Act of any other State/ Union, as applicable</p> <p><i>(Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)</i></p> | Copy of Certificates of incorporation / Certificate of Registration |
| 2 | Turnover | The bidder should have an average annual turnover of not less than INR 100 Crores from IT/ e-Governance consultancy services in India in each of the last three financial years (i.e. 2020-21, 2021-22 & 2022-23), from operations in India. | CA Certificate with CA's Registration Number/ Seal |

| | | | |
|---|-----------------------|---|--|
| 3 | Financial: Net Worth | The net worth of the bidder as per the last published balance sheet on 31-03-2023 or 31-03-2022, should be Positive. | CA Certificate with CA's Registration Number/ Seal |
| 4 | Technical Capability | The Bidder should have successfully undertaken at least one Project Management assignment for managing & monitoring IT implementation project of value atleast INR 1 crore for a Central Government/ State Government/PSU/ Government body of India, within the last 5 years. | Copy of Work order and certificate of completion /self-certificate attested by the authorized signatory of the bidder (In case of self-certificate the bidder needs to provide proof of completion of the stated value of the concerned experience cited). |
| 5 | Manpower Capability | The Bidder should have atleast 100 full-time qualified consultants (for IT consulting projects, e-governance, programme / project management, IT audit projects etc.) as on date of submission of the bid. | Self-Certificate on the letterhead of the bidder signed by Authorized signatory with the bidder's seal and stamp. |
| 6 | Mandatory Undertaking | As on date of submission of the proposal, the bidder should not have been blacklisted by any Government entity (Central or State Government or PSU) in India or is under a declaration of ineligibility for fraudulent or corrupt practices by any Government entity (Central or State Government or PSU) in India. | No Conviction certificate duly signed by authorized signatory. |

2.1.1 Change in Eligibility Criteria

If there is a change in the status of the bidder on any of the above clauses at any stage during the bid process till the award of the project, the bidder should immediately bring the same to the notice of the DGE.

2.2 Consortium & Sub Contracting

Consortium & subcontracting are not permitted.

2.3 Technical Bid

Technical Bid shall comprise of the Cover Letter, compliance to eligibility criteria, Technical Proposal and an undertaking (for contents and formats of the technical bid kindly refer Annexure 1).

Kindly note that any reference / mention of the financial quote or price schedule in the Technical Bid shall be at the Bidder's risk and may result in rejection of the bid.

2.4 Financial Bid

The Financial Bid should comprise of the cover letter and price schedule in accordance with ITB Clauses 3 and 4. Kindly ensure that the financial bid is in the format provided in Annexure 2. Non adherence to the format of the financial bid as specified in Annexure 2 of

the bid document shall be at the Bidder's risk and may result in rejection of the bid.

2.5 Bid Security

Bid security should be furnished in accordance with ITB Clause 4.

2.6 Undertaking

An undertaking from the Bidder stating the compliance with all the conditions of the Contract and Technical criteria of the Bidding Document is required, since no deviation or assumptions will be acceptable to the DGE in accordance with Annexure 1 of this RFP.

3. Bid Price

3.1 Prices in the Price Schedule

As part of its quote, the bidder shall provide each line item wise breakup of the financial bid, separately stating the taxes and duties payable thereon, as per the format provided in Annexure.

2. In case the breakup is not given separately as per the formats provided, the bidder would run the risk of being disqualified.
3. Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code and GST rate.
4. While quoting the basic rate, the Bidder should offset the input credit available, if any, as per the GST Act.
5. The Financial Bids should strictly conform to the formats to enable evaluation of bids.

A special care must be taken to ensure that the bids do not have any hidden costs or conditional costs, as this shall make the proposal liable for rejection.

3.2 Separation of Price Components

The price components furnished by the Bidder in accordance with ITB Clause 3.1 above will be solely for the purpose of facilitating the comparison of bids by the DGE and will not in any way limit DGE's right to contract on any of the terms offered.

3.3 Fixed Price

Prices quoted by the Bidder shall be fixed and no variation will be allowed under any circumstances. No open-ended bid shall be entertained and the same is liable to be rejected straightaway.

3.4 Bid Currencies

Prices shall be quoted in Indian Rupees (INR).

4. Bid Security/Earnest Money Deposit (EMD)

4.1 Amount of Bid Security

The Bidder shall furnish, as part of its bid, a bid security in the form of Bank Guarantee / Demand Draft / Banker's Cheque / Fixed deposit drawn in favour of "PAO, DGE, Ministry of Labour and Employment, New Delhi" payable at Delhi for an amount of Rs. 25,00,000 (Rs. Twenty Five Lakhs only). EMD should be valid for a period of 180 days from the date of submission of the bid.

4.2 Currency of Bid Security

The bid security shall be furnished in Indian Rupees (INR).

4.3 Requirement of Bid Security

The bid security is required to protect DGE against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to ITB Clause 4.

4.4 Rejection of Bid

Any bid not secured in accordance with ITB Clauses 4.1 and 4.2 mentioned above, shall be rejected by the DGE, without any further correspondence, as non-responsive.

4.5 Discharge of Security Bid of Unsuccessful Bidder

Unsuccessful Bidder's bid security will be discharged / returned as promptly as possible but not later than 60 days after the expiration of the period of bid validity prescribed by DGE, pursuant to ITB Clause 5.

4.6 Discharge of Security Bid of Successful Bidder

The successful Bidder's bid security will be returned subsequent to receipt of the Performance Bank Guarantee from the Bidder pursuant to ITB Clause 20.

4.7 Forfeiture of Bid Security

The bid security can be forfeited, if a Bidder

- Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form or
- Does not accept the correction of errors pursuant to ITB Clause 14 or
- In case of the successful Bidder, if the Bidder fails to
 - sign the Contract in accordance with ITB Clause 14 and 19
 - furnish performance bank guarantee in accordance with ITB Clause 20

5. Period of Validity of Bids

5.1 Validity Period

Bids shall remain valid for 180 days after the date of submission of bids. DGE holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

5.2 Extension of Period of Validity

In exceptional circumstances, DGE may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. The bid security provided under ITB Clause 4 shall also be suitably extended. A Bidder may refuse the request without forfeiting the bid security. A Bidder granting the request will not be permitted to modify its bid.

6. Format and Signing of Bid

6.1 Number of Copies of Bid

The bidder shall submit the bid documents as per the details given below:

- **Original Copy of the Bid:** This would consist of the following:
 - Original copy of Technical Bid in hard copy format, duly signed by the authorized signatory on every page in ink.
 - Original copy of Financial Bid in hard copy format, duly signed by the authorized signatory on every page in ink.
 - Soft copy of Technical Bid in a CD.

- **Duplicate Copy of the Bid:** This would consist of the following:
 - Duplicate copy of Technical Bid in hard copy format, duly signed by the authorised signatory on every page in ink.
 - Soft copy of Technical Bid in a CD.

(Note: The original and duplicate copies should be exactly same. In case any deviations / discrepancies found in the content of the two, the original copy shall prevail).

The Bidder should submit his Bid in the prescribed annexed Performa only. If any Bidder fails to submit his Bid in the prescribed manner, the bid shall be summarily rejected.

6.2 Authentication of Bid

The original /duplicate copies of the bid shall be type written and shall be signed in ink by a person or persons duly authorized to bind the Bidder to the Contract. **The letter of authorization shall be supported by a written power-of-attorney / Board Resolution, accompanying the bid.** Scanned or digitized signatures are not permitted. Non adherence to this clause would make the bid liable for rejection.

6.3 Validation of inter lineations in Bid

Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature in ink.

7. Rejection of Bid

The Bid has to be submitted in the form of printed document. The bids submitted by Telex, fax or email shall not be entertained.

Any condition put forth by the bidder non-conforming to the bid requirements shall not be entertained at all and such bid shall be rejected.

8. Deadline for Submission of Bids

8.1 Last date for Submission

The Bids (Technical and Financial) must be received by DGE, at the address specified under ITB Clause 7.2, not later than **12 PM, Date, Month, Year**. In the event of the specified date for the submission of Bids being declared a holiday for DGE, the Bids will be received up to the specified time on the next working day.

8.2 Extension for Last date for Submission

DGE may, at own discretion, extend this deadline for submission of bids by amending the bid document, in which case all rights and obligations of DGE and Bidders previously subject to the deadline, will thereafter be subject to the deadline as extended.

9. Late Bids

Any bid received by DGE after the deadline for submission of bids prescribed by DGE, will be summarily rejected and returned unopened to the Bidder. DGE shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

10. Modification and Withdrawal of Bids

10.1 Written Notice

The Bidder may modify or withdraw its bid after the bid submission provided that the DGE receives written notice of the modification or withdrawal before the expiration of deadline prescribed for submission of bids.

10.2 Signing and Marking of Notice

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and submitted in accordance with the provisions of ITB Clause 6. A duly signed withdrawal notice may also be sent by post so as to reach the designated office before the expiration of deadline for submission of bids.

10.3 Last Date for Notice

No bid may be modified subsequent to the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the forfeiture of Bidder's bid security.

Bid Opening and Evaluation of Bids

11. Opening of Technical Bids

11.1 Opening of Bids

DGE will open all Technical Bids in the presence of Bidders' representatives who choose to attend the Technical Bid opening at **3:00 PM on 13th July, 2023** in the **office of DDG (Employment), Ministry of Labour and Employment, Gol, New Delhi**. The Bidder's representatives who are present shall sign a register evidencing their attendance.

Technical Bids will be opened and evaluated in detail. However any bid failing to meet any one of the eligibility criteria as mentioned in ITB Clauses 2.1 shall be summarily rejected and will not be considered for further evaluation.

During the course of evaluation of the Technical Bids, the bidders may be requested to make a presentation to the Consultancy Evaluation Committee (CEC) based on their Technical proposal submitted for the project. The date and time for the presentation shall be intimated to the bidders well in advance through email or fax.

11.2 Announcement of Bids

In the event of the specified date of Bid opening being declared a holiday for DGE, the Bids shall be opened at the appointed time and location on the next working day.

12. Opening of Financial Bids

12.1 Opening of Bids

Financial Bids will be opened and compared after the technical evaluation has been completed for those Bidders whose technical bids reach the minimum score /standard as specified in this RFP.

12.2 Announcement of Bids

The Financial Bids will be opened in the presence of Bidders' representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of Bidder, Bid Prices, Discount, etc. will be announced at the meeting. In the event of the specified date of Bid opening being declared a holiday for DGE, the Bids shall be opened at the appointed time and location on the next working day.

13. Clarification of Bids

During evaluation of bids, DGE may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, DGE reserves the right to make his own reasonable assumptions at the total risk and cost of the Bidder and also may reject the bid.

14. Preliminary Examination

14.1 Completeness of Bids

DGE will examine the bids to determine whether they are complete, whether they meet all the conditions of the Contract and Technical Specifications and whether any computational errors have been made, whether required bid security (EMD) & tender fee has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

14.2 Rectification of Errors

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

14.3 Rejection of Bid

If a bid is not responsive and not fulfilling all the conditions it will be rejected by DGE and shall not subsequently be accepted even if it is made responsive by the Bidder by correction of the non-conformity.

15. Evaluation and Comparison of Bids

15.1 Stages of Evaluation

The evaluation of the proposals will be carried out in two stages:

- i. **Technical Bid Evaluation:** In the first stage only the technical bids would be evaluated:
 - o **Technical Presentation:** The bidders meeting the eligibility criteria may be required to make a presentation of the technical bid submitted by them in order to determine whether the bidders are substantially responsive to the requirements set forth in the RFP. The technical presentation should be in line with the requirements specified in Technical Evaluation Criteria in the RFP. The eligible bidders would be intimated of the time and venue of the presentation through email. Followed by the presentation, the Consultancy Evaluation Committee (CEC) will undertake a detailed evaluation of the technical bids. In order to evaluate the bids the CEC will examine the information supplied by the bidders in their technical bids and the presentation. Each Technical Bid will be assigned a technical score out of a maximum of 100 as per the criteria specified in Annexure 3.

- o **Technical Score Formulation:**

The total technical score of the bid would comprise of scores from the Technical Bid evaluation by the Consultancy Evaluation Committee (CEC) of DGE as per the criteria mentioned in Annexure 3 of this RFP. Every technical bid shall be awarded an absolute technical score of 'Tb' marks out of a total of 100 marks.

Minimum absolute technical score to qualify for financial evaluation is 70 with each category of technical evaluation criteria achieving minimum 60% of the marks for that category as specified in Annexure 3 of the RFP. CEC's decision in this regard shall be final & binding and no further discussion/interface will be held with the bidders whose bids are technically disqualified/rejected.

Evaluation of Technical Proposals by CEC shall not be questioned by any of the Bidders. CEC may ask Bidder(s) for additional information to verify claims made in Technical Bid documentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Financial Proposal.

- ii. **Financial Proposal Evaluation:**

The Financial bids of those bidders who qualify the technical evaluation will only be opened.

The Financial Bids of the technically qualified bidders will be evaluated as per the evaluation criteria explained below.

The lowest evaluated Financial Proposal will be the L1 as per the provision available under GeM portal.

Note:

- o Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence DGE's processing of bids or award decisions may result in the rejection of his Bid.

16. Bid Evaluation Criteria

The bid proposal will be evaluated using the following criteria.

| Sl. No. | Description | Details |
|---------|--|--|
| 1 | Stage-I: Technical Bid. Technical Bid Presentation. | Only the bids meeting the eligibility criteria shall be further evaluated. This stage is scored out of 100. |
| | <i>Minimum absolute technical score to qualify for financial evaluation is 70 with each category of technical evaluation criteria achieving minimum 60 % of the marks for that category as specified in Annexure 3 of the RFP.</i> | |
| 2 | Stage-II: • Financial Bid | Financial bids of only the bidders having the minimum absolute technical score of 70 with each category of technical evaluation criteria achieving minimum 60 % of the marks for that category as specified in Annexure 3 of the RFP, will be opened |

17. Contacting the DGE

17.1 Contact by Writing

Subject to ITB Clause 12 and Clause 13, no Bidder shall contact DGE on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of DGE, it should be done in writing.

17.2 Rejection of Bid

Any effort by a Bidder to influence DGE in its decisions on bid evaluation, bid comparison or contract award shall be liable for rejection of the bid.

Award of Contract

18. DGE's right to accept any Bid and to reject any Bid or all Bids

DGE reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time before the contract is awarded, without thereby incurring any liability to the affected Bidder or Bidders, with or without assigning any reason.

19. Notification of Award

19.1 Notification to Bidder

Before the expiry of the period of validity of the proposal, DGE shall notify the successful Bidder in writing by registered letter or by fax, that its bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of award and will enter into agreement within specified time.

19.2 Signing of agreement

The Agreement shall be signed on all the pages by the person(s) duly authorized to bind the bidder to the contract. DGE may negotiate certain terms with successful Bidder before signing of the agreement. After the signing of the agreement the bidder will initiate the execution of the work as specified in the agreement.

19.3 Discharge of Bid Security

Upon the successful signing of the agreement, DGE shall promptly request the Bidder to provide performance bank guarantee. On receipt of the performance bank guarantee, DGE shall discharge the bid security of successful bidder.

19.4 Expenses for the Contract

The incidental expenses of execution of agreement / contract shall be borne by the successful bidder.

19.5 Failure to abide by the Agreement

The conditions stipulated in the agreement shall be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of DGE to impose penalties as specified in the Bidding document and the agreement.

20. Performance Bank Guarantee

20.1 Furnishing of Performance Bank Guarantee

- The successful bidder shall at his own expense deposit with organization, within thirty(30) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized bank acceptable to DGE , payable on demand, for the due performance and fulfilment of the contract by the bidder.
- The performance guarantee shall be denominated in the currency of the Contract and shall be by bank guarantee.
- This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value (i.e. 10% of Fb) which is payable to the bidder, through this contract. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder.
- The performance bank guarantee shall be valid till the end of three months after the completion of the contract period. This additional three months is required for facilitating closure of the project.
- The Performance Bank Guarantee may be discharged/returned by the organization upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- In the event of the bidder being unable to service the contract for whatever reason, the organization would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the organization under the Contract in the matter, the proceeds of the PBG shall be payable to the organization as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. DGE shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14days, indicating the contractual obligation(s)for which the Bidder is in default.
- The Client shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

20.2 Annulment of Award

Failure of the successful Bidder to comply with the requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event DGE may make the award to the Bidder who has obtained the next rank under the QCBS criteria.

Termination of Contract

21. Termination for Default

DGE may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the qualified Bidder, terminate the contract in whole or in part if:

- The qualified Bidder fails to deliver any or all of the obligations within the time period(s) specified in the contract or any extension thereof granted by the DGE.
- The qualified Bidder fails to perform any other obligation(s) under the contract. However, the disputes if any, may be referred to Arbitration as per ITB clause 33.

22. Termination for Insolvency, Dissolution etc.

The Client may at any time terminate the contract by giving written notice to the qualified Bidder without compensation to the qualified Bidder, if the qualified Bidder becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to the Client.

23. Termination for Convenience

The Client reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination is for Client's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.

24. No Claim Certificate

The qualified Bidder shall not, be entitled to make any claim, whatsoever, against the Client under or by virtue of or arising out of this contract nor shall the Client entertain or consider any such claim after Bidder shall have signed a "no claim" certificate in favour of the Client in such forms as shall be required by the Client after the works are finally accepted.

25. Suspension

The Client may by a written notice of suspension, suspend all payments to the qualified Bidder under the contract, if the qualified Bidder failed to perform any of its obligations under this contract, (including the carrying out of the services) provided that the such notice of suspension:

- shall specify the nature of the failure and
- shall request the qualified Bidder to remedy such failure within a specified period from the date of issue of such notice of suspension.

Intellectual Property Rights

26. IPR

- DGE shall own and have a right in perpetuity to use all Intellectual Property Rights which

have arisen out of or in connection with the implementation of this Contract, including all processes, products, data, knowledge products, training material and other documents which have been developed by the appointed consulting agency during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The consulting agency undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to the DGE and execute all such agreements/ documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the DGE.

- The consulting agency shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the consulting agency shall keep the DGE indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/ license terms or infringement of any Intellectual Property Rights by the consulting agency during the course of performance of the Services.
- DGE shall retain all right, title and interest in and to any and all data, entered or generated by the consulting agency for DGE pursuant to this agreement, and any modifications thereto or works derived there from.

Payment Terms

27. Schedule of Payments

The payment cycle for the appointed bidder/ consulting agency would start from the date of signing of contract. The payment to be made to the consulting agency shall be subject to the performance of the consulting agency on the SLAs (Service Level Agreements) defined in Annexure 4 of this RFP.

The payment to the appointed bidder / consulting agency shall be made as per the details given below:-

- Quarterly payment for the deployment of the Project Team as per the rates specified in their financial proposal in the format provided in the Annexure 2 of the RFP.
- The invoices towards the services rendered by the consulting agency shall be submitted to DGE.
- DGE shall release the payments after checking the invoices as per agreement subject to satisfactory performance of the consulting agency on the SLAs and adherence to the other conditions of the RFP.
- All taxes, duties etc. shall be payable by the consulting agency.
- Mandatory taxes/duties etc. as applicable shall be deducted by DGE.
- The expenditure incurred by consulting agency team [Cost of travel (confined to India) and stay as instructed and required by DGE], shall be reimbursed by DGE as per the instructions issued by Government of India from time to time.

Key Deliverables

The appointed bidder / consulting agency shall submit the below deliverables with as per defined frequency

| S.No. | Deliverables | Frequency |
|-------|--|-----------|
| 1 | Project Progress Report | Monthly |
| 2 | Project Risk Register Report | Monthly |
| 3 | Review and Monitoring of Portal O&M SLA | Monthly |
| 4 | Review and Monitoring of Call Center SLA | Monthly |

| | | |
|---|--|---------|
| 5 | Other deliverables as defined in the Scope of Work | Monthly |
|---|--|---------|

Miscellaneous

28. Standards

The services to be rendered under this contract (signed between DGE and Selected Bidder on stamp paper) shall conform to the standards mentioned in this document, and in case no applicable standards are mentioned, to the latest authoritative standards as laid down by the competent institution governing that standard.

29. Standard of Performance

The Selected Bidder shall render out the service and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted norms, techniques and practices used in the industry.

30. Confidentiality

The Selected Bidder and its personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or DGE's business or operations without the prior written consent of DGE.

31. Force Majeure

- Notwithstanding the conditions of the Bid, the Bidder shall not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of DGE either in its sovereign or contractual capacity, wars or revolutions, fires, floods, earthquakes, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the qualified Bidder shall promptly notify the DGE in writing of such conditions and the cause thereof. Unless otherwise directed by DGE in writing, the Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. DGE may terminate this contract, by giving a written notice of minimum 30 days to the Bidder, if as a result of Force Majeure the Bidder being unable to perform a material portion of the services for a period of more than 60 days.

32. Arbitration and Jurisdiction

In the event of any dispute relating to the import or meaning of any terms and conditions which could not be solved amicably by the parties, the parties may refer the matter to the Arbitrator to be appointed by the DGE on the request of either of the parties for arbitration in consonance with the provisions of the Arbitration and Conciliation Act, 1996 (Act 26 of 1996), and as per prevalent rules/ guidelines/ restrictions issued by the Government of India from time to time.

33. Period of contract

DGE intends to appoint a Selected Bidder / Consulting Agency for the time period as mentioned in Section 2 Clause 4, the time period mentioned in the agreement as mutually decided by both the parties will need to be strictly adhered to.

34. Conflict of Interest

- The bidder should provide professional, objective, impartial advice and services and at all times hold the DGE's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.
- The bidder shall not be eligible to bid for the activities related to the NCSP project which are in direct conflict, either directly or as a member of consortium or through some other party.

Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be.

35. Indemnity

- The Consulting Agency shall execute and furnish to the DGE, a Deed of Indemnity in favour of the DGE in a form and manner acceptable to the DGE, indemnifying the DGE from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred interalia during and after the Contract period out of any negligence or wrongful act or omission by the Consulting Agency.
- The indemnity shall be to the extent of 100% in favour of the DGE.
- If Bidder is finally judicially determined to be liable to DGE, Bidder's maximum liability for any losses, damages, claims, costs or expenses, relating to or in connection with the project, shall under all circumstances, be limited to the amount of the fees paid by DGE to Bidder under the concerned project, except to the extent finally judicially determined to have arisen primarily from the fraud or bad faith of Bidder.

36. Exit Management Schedule

Exit Management schedule shall be a part of the Agreement to be signed in between DGE and Selected Bidder.

Annexure 1: Contents and Format of Technical Bid

In preparing the Technical Proposal, Bidders are expected to examine this Bid document in detail. The proposal should cover all the aspects of the scope of work. Any bid not found responsive with this Bid document shall be rejected. Material deficiencies in providing the information requested may also result in rejection of the Proposal.

PART 1: FORMAT FOR COVER LETTER

[On the letterhead of the organization]

To
Director
(Employment)
Directorate General
of Employment(DGE)
Ministry of Labour and Employment, Gol
Shram Shakti Bhawan,
Rafi Marg, New Delhi- 110001

Sub: Technical Bid for “Appointment of a Consulting Agency for National Career Service Project” for Directorate General of Employment (DGE), Ministry of Labour & Employment, Government of India.

Sir,

1. Having examined the Bid document, Annexures and corrigenda /addenda numbers thereto, we, the undersigned, in conformity with the said bid document, offer to provide the said services on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
2. We acknowledge having received the following addenda to the bid document:

| Addendum/Corrigendum No. | Dated |
|--------------------------|-------|
| | |
| | |

3. We have read the provisions of the RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, assumptions if any, found in our proposal shall not be given effect to.
4. We undertake, if our proposal is accepted, to provide the services comprised in the contract within time frame specified, starting from the date of receipt of notification of award from DGE.
5. We agree to abide by this proposal for the period of 180 days from the date of submission of the bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. We agree to execute an agreement in the form to be communicated by DGE, incorporating all terms and conditions with such alterations or

additions thereto as may be necessary to adapt such agreement to the circumstances of the standard and notice of the award within time prescribed after notification of the acceptance of this proposal.

7. Unless and until a formal agreement is prepared and executed, this proposal together with your written acceptance thereof shall constitute a binding contract agreement.

8. We hereby confirm that we do not have any conflict of interest in accordance with Section 3 Clauses 35 of the RFP document.

9. As security for the due performance of the undertaking and obligation of the bid we submit herewith a Demand Draft / Banker's Cheque bearing no. _____ dated _____ drawn in favour of "PAO, DGE, Ministry of Labour and Employment, Gol", payable at Delhi.

We understand that if the details given in support of claims made above are found to be untenable or unverifiable, or both, our bid may be rejected without any reference to us. We also understand that if there is any change in the eligibility criteria status till the date of award of contract to the successful bidder, it is our responsibility to inform DGE of the changed status at the earliest.

We further clearly understand that DGE is not obliged to inform us of the reasons of rejection of our bid.

Dated this _____ day of

_____ Year Signature

(Bidder Seal)

In the capacity of _____

Duly authorised to sign bids for and on behalf of: _____

PART 2: FORMATS FOR COMPLIANCE TO ELIGIBILITY CRITERIA

| CHECK LIST FOR COMPLIANCE TO ELIGIBILITY CRITERIA | | | | |
|--|--------------------------|--|----------------------------|-----------------------|
| S.No | Basic Requirement | Documents Required | Check List (Yes/No) | Page Reference |
| 1 | Legal Entity | Copy of Certificates of incorporation / Certificate of Registration | Yes / No | Page No |
| 2 | Turnover | CA Certificate with CA's Registration Number/ Seal | Yes / No | Page No |
| 3 | | CA Certificate with CA's Registration Number/ Seal | Yes / No | Page No |
| 4 | Financial: Net Worth | CA Certificate with CA's Registration Number/ Seal | Yes / No | Page No |
| 5 | Technical Capability | Copy of Work order and certificate of completion /self-certificate attested by the authorized signatory of the bidder (In case of self-certificate the bidder needs to provide proof of completion of the stated value of the concerned experience cited). | Yes / No | Page No |
| 6 | | Self-Certificate on the letterhead of the bidder signed by Authorized signatory with the bidder's seal and stamp. | Yes / No | Page No |
| 7 | Mandatory Undertaking | No Conviction certificate duly signed by authorized signatory. | Yes / No | Page No |

Form – 1: Power-of-attorney / Board Resolution for signing of bid

The bidder shall submit the Power of attorney/ Board Resolution for the authorised signatory(s) of the bidder who has signed the bids.

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Form – 2: Format for Bid Security (in case of Bank Guarantee)

Whereas _____ (hereinafter called "the Tenderer") has submitted its tender offer dated _____ 2023 for "Appointment of a Consulting Agency for National Career Service Project" for Directorate General of Employment (DGE), Ministry of Labour & Employment (MoLE), Government of India (hereinafter called "the tender") KNOW ALL MEN by these presents that of _____ (hereinafter called the Bank:) are bound to _____ (hereinafter called "the DGE ") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the Said Bank this ___ day of 2023.

THE CONDITIONS of this obligation are:

If the tenderer withdraws its tender during the period of tender validity specified by the tenderer on the Tender Form; or If the Tenderer, having been notified of the acceptance of its tender by the DGE during the period of tender validity: fails or refuses to execute the contract Form if required; or fails or refuses to furnish the Performance Security, in accordance with the instruction given in tender document; We undertake to pay the DGE up to the above amount upon receipt of its first written demand, without the DGE having to substantiate its demand, provided that in its demand the DGE will note that the amount claimed by it is due it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including and any demand in respect thereof should reach the Bank not later than the above date.

Date:

Place:

(Signature of the Bank)

Form – 3: Previous Experience

The Bidder should have successfully undertaken projects in the following categories:

- **Experience of providing consultancy services** to Central / State Government organizations / PSUs of Completed / Implemented IT Projects covering consultancy and design in the last five years with project value for consultancy equal to or more than Rs. Seven Crores or above for a single project.
- The Bidder should have experience of Consulting Projects in Application Migration Services / Data Centre / Cloud Migration Services during last seven years (as on bid submission date) in India for any Centre/State/PSU with Consulting project value for consultancy equal to or more than Rs. Five Crores or above for a single project.

Note: Successfully undertaken refers to at least one year of completion of project management support for the concerned project, from the date of award of the project.

Under each experience category as given above, the maximum number of credentials that can be submitted under each experience category has been specified, in case the bidder provides more than the specified number of credentials, for eligibility evaluation purpose only the specified number of credentials will be evaluated, starting sequentially from the first credential.

Please provide details of the assignments as per below given format.

| | |
|---|--|
| Assignment name: | Approx. value of the contract (in INR): |
| Country: Location within country: | Duration of assignment (Months): |
| Name of Client: | Total No of staff-months of the assignment: |
| Address: | Approx. value of the services provided by your firm under the contract: |
| Start date (month/year): Completion date (month/year): | No of professional staff-months provided by associated Consultants: |
| Status of the project: (completed/partially completed/on-going etc.): | Two references of the client (Name, Designation & Contact details along with email id) |
| Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Manager/ Project Lead etc.): | Name of associated Consultants, if any: |
| Narrative description of Project: | |
| Description of actual services provided by your staff within the assignment: | |

Kindly provide the copy of work order and certificate of completion /self- certificate attested by the authorized signatory of the bidder (In case of self- certificate the bidder needs to provide proof of completion of the stated value of the concerned experience cited). In case these are not provided the experience cited shall not be considered for evaluation.

Form — 4: Number of Employees

As on date of submission of the bid, the Bidder should have at least 500 full-time qualified consultants (for IT consulting projects, e-governance, programme / project management, IT audit projects etc.).

[On the letterhead of the organization]

Self-Certificate

This is to certify that ----- (Name of the organization), having registered office at ----
----- (Address of the registered office), as on date of submission of the proposal, has
atleast 500 full-time qualified consultants (for IT consulting projects, e-governance, programme /
project management, IT audit projects etc.)

Signature:

Name of the Authorized Signatory:

Designation:

**** Self-Certificate on the letterhead of the bidder signed by Authorized signatory
with the bidder's seal and stamp.**

Form – 5: No - Conviction Certificate

As on date of submission of the proposal, the bidder should not have been blacklisted by any Government entity (Central or State Government or PSU) in India or is under a declaration of ineligibility for fraudulent or corrupt practices by any Government entity (Central or State Government or PSU) in India.

| |
|---|
| <p>[On the letterhead of the organization]</p> |
| <p><u>No-Conviction Certificate</u></p> |
| <p>This is to certify that ----- (Name of the organization), having registered office at ---- ----- (Address of the registered office), as on date of submission of the proposal, have not been blacklisted by any Government entity (Central or State Government or PSU) in India or is under a declaration of ineligibility for fraudulent or corrupt practices by any Government entity (Central or State Government or PSU) in India.</p> |
| <p>Signature:</p> |
| <p>Name of the Authorized Signatory:</p> |
| <p>Designation:</p> |

*** No conviction certificate should be duly signed by Authorized Signatory*

Note: In case, information required by DGE is not provided by the bidder in the forms/formats provided above, DGE shall proceed with the evaluation based on information provided and may not request the bidder for further information. Hence, responsibility for providing information as required in the above forms lies solely with the bidders.

PART 3: FORMATS FOR TECHNICAL PROPOSAL

Form – 1: Undertaking

Bidder should provide an undertaking in the format given below on the letterhead of the bidders organization.

| |
|--|
| <p>[On the letterhead of the organization]</p> <p>It is certified that the information furnished here in and as per the proposal / documents / clarifications submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and is liable to any punitive action for furnishing false information / documents.</p> <p>We have read the provisions of the RFP, Annexure thereto and addendums. We understand that any additional conditions, variations, deviations, assumptions if any, found in our proposal shall not be given effect to and shall not be binding on DGE&T in case our proposal is accepted.</p> <p>Dated this _____ day of _____ 2023</p> <p>Signature</p> <p>(Bidder Seal)</p> <p>In the capacity of</p> <p>Duly authorized to sign bids for and on behalf of:</p> |
|--|

Form – 2: Past Experience

Instructions

The Bidders should provide their experience for evaluation as mentioned in **Annexure 3, Clause A** of this RFP in various competency areas along with work order and completion certificates for the same.

Under each competency area the maximum number of credentials that can be submitted under each competency area has been specified, in case the bidder provides more than the specified number of credentials, for evaluation purpose only the specified number of credentials will be evaluated, starting sequentially from the first credential.

The Bidder is required to submit credentials for each of the following competencies:

- Experience in providing services for IT consultancy project for preparation of Detailed Project Report/ IT Strategy to Central Government/ State Government/ PSU/ Government bodies of India, within the last 5years (only three credentials).

- Experience in preparation of IT project related RFP & Bid Process Management for a Central Government/ State Government/ PSU/ Government bodies of India, within the last 5 years (only three credentials)
- Experience in providing Project Management support services for managing & monitoring IT implementation projects for Central Government/ State Government/ PSU/Government bodies of India, within the last 5 years (only three credentials).
- Experience in providing IT Audit(internal systems audit)services to Central Government/ State Government/ PSU/ Government bodies/Private Organizations withinthelast5years,inIndia.(only two credentials).
- Experience in HR (Human Resource) consulting project for a Central Government / State Government / PSU / Government bodies / Private organizations within the last 5 years, in India. (only two credentials)

The Bidder should submit credentials that best illustrate ability to provide the services required as per the RFP. Even if the same credential covers more than one competency, it still needs to be repeated under the specific competency heading.

Please provide details of the assignments as per below given format.

| | |
|---|--|
| Assignment name: | Approx. value of the contract (in INR): |
| Country: Location within country: | Duration of assignment (Months): |
| Name of Client: | Total No of staff-months of the assignment: |
| Address: | Approx. value of the services provided by your firm under the contract: |
| Start date (month/year): Completion date (month/year): | No of professional staff-months provided by associated Consultants: |
| Status of the project: (completed/partially completed/on-going etc.): | Two references of the client (Name, Designation & Contact details along with email id) |
| Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Manager/ Project Lead etc.): | Name of associated Consultants, if any: |
| Narrative description of Project: | |
| Description of actual services provided by your staff within the assignment: | |
| Relevancy to the current assignment: | |

Kindly provide the copy of work order and certificate of completion /self- certificate attested by the authorized signatory of the bidder (In case of self-certificate the bidder needs to provide proof of completion of the stated value of the concerned experience cited). In case these are not provided the experience cited shall not be considered for evaluation.

Form –3: Key Personnel CVs

- The bidder should submit the CV of only one personnel for the purpose of evaluation as per the evaluation criteria mentioned in **Annexure 3, Clause B** of this RFP:

- o **Project Team**

- Project Director
- Senior Business Analyst (Functional Consultant)
- Application Architect / Cloud Specialist
- Business Analyst (Functional Consultant)
- Technical Consultant

In case the bidder submits CV of more than one resource for any skill-set then the first CV will be used for evaluation purpose.

- The Bidder should ensure that the CV details should best illustrate the ability of the resource to undertake the responsibilities envisaged in the project.
- In the marking scheme, preference will be given to resources with experience in similar roles and activities, magnitude of operations etc., Government/ Semi-Government/PSU experience will be preferred.
- The Bidder needs to strictly adhere to the formats provided below and provide information against each of the line items. Any non-conformance shall constitute a deviation from Tender conditions.
- The CVs provided by the bidder for the proposed resources shall be treated as final and cannot be substituted before or during the course of the project. In case, the bidder needs to replace/ substitute any resource or the DGE finds a resource not meeting the client expectations, in that case the bidder shall provide a replacement with equivalent or higher skill-set than currently proposed resource, subject to the approval of DGE.
- For all the above resources the bidder should use the CV Format as given below:

| | | | | |
|---|-----------------------------------|--|-----------------|----------------|
| Proposed position: | | | | |
| 1. Name of Firm: | | | | |
| 2. Name of Staff: | | | | |
| 3. Date of Birth: | | Nationality: | | Indian |
| 4. Education: | Year | Institution | Degree | |
| | | | | |
| | | | | |
| 5. Certifications if any | | <<provide details and documentary proof for the same>> | | |
| 6. Countries of Work Experience: | | | | |
| 7. Languages: | Language | Speaking | Reading | Writing |
| | | | | |
| | | | | |
| 8. Employment Record: | Total Years of Experience: | | | |
| | Year | Employer | Position | |
| | | | | |
| | | | | |

| | |
|--|---|
| 9. Work undertaken that best illustrates capability to handle the tasks assigned: | Name of assignment / project: Year: Location: Client: Main project features: Positions held: Activities performed: |
| | Name of assignment / project: Year: Location: Client: Main project features: Positions held: Activities performed: |
| | Name of assignment / project: Year: Location: Client: Main project features: Positions held: Activities performed: |

Annexure 2: Content and Format of Financial Bid FORMAT FOR FINANCIAL BID:

Table 2 : Project Management Support- Man-month rates for each resource of Project Team

| S.No. | Resources | Man-month rate exclusive of taxes (A) | Taxes (B) | Total Man-Month rate inclusive of taxes in INR (Fb=A+B) | |
|--|---|---------------------------------------|-----------|--|----------|
| | | | | In Figures | In Words |
| PROJECT MANAGEMENT SUPPORT TEAM | | | | | |
| 1 | Project Manager | | | | |
| 2 | Application Architect / Cloud Specialist | | | | |
| 3 | Senior Business Analyst (Functional Consultant) | | | | |
| 4 | Business Analyst (Functional Consultant) | | | | |
| 5 | Technical Consultant | | | | |

Key considerations on the financial format provided above:

- No deviations will be accepted from the Annexure2– Financial Format, by DGE.
- All the prices should be inclusive of all taxes and duties which should be clearly specified.
- The above rates shall be fixed and remain valid for the entire contract duration.
- Initially duration would be upto 31-03-2026 from the date of commencement of work as intimated by DGE. On need basis DGE, may renew the contract at the same terms and conditions.
- The expenditure incurred by consulting agency team [Cost of travel (confined to India) and stay as instructed and required by DGE], shall be reimbursed by DGE as per the instructions issued by Government of India from time to time.

- Payments will be made as per the payment terms mentioned in this tender document after deducting penalties if any based on the SLAs as defined in Annexure-4 of the RFP.
- No price variation shall be allowed during the period of contract.
- DGE will not make any additional payments a part from the amounts quoted in the above provided format.
- DGE may at any time based on its requirement increase or decrease the number of resources deployed for the project.

Signature of Tenderer _____

Business Address _____

Date _____

Place _____

Annexure3: Evaluation Criteria: Technical Bid

Note: The bidder needs to achieve atleast 60% of the marks for each category of the technical evaluation criteria as stated above and an overall technical score of 70 to qualify in the technical

| SI no. | Parameter | Technical Qualification Criteria | Max Marks | Cut off Marks | Documents Required |
|--------|---|---|-----------|---------------|--|
| 1 | Experience | <p>Experience of providing consultancy services to Central / State Government organizations / PSUs of Completed / Implemented IT Projects covering consultancy and design in the last five years with project value for consultancy equal to or more than Rs. Seven Crores or above for a turnover project.</p> <ul style="list-style-type: none"> • ≥ 4 projects: 15 marks • 3 projects: 12 marks • 2 projects: 10 marks • 1 project: 5 marks | 15 | 9 | <p>Citation as per format specified in this RFP</p> <p>+</p> <p>Copy of Work Order AND Completion Certificates from the client.</p> <p>OR</p> <p>Work Order AND Phase Completion Certificate from the client.</p> |
| 2 | Experience in IT Consultancy for development and maintenance of large-scale portals | <p>The Bidder should have experience of Consulting Projects in Application Migration Services / Data Centre / Cloud Migration Services during last seven years (as on bid submission date) in India for any Centre/State/PSU with Consulting project value for consultancy equal to or more than Rs. Five Crores or above for a single project.</p> <ul style="list-style-type: none"> • ≥ 4 projects: 15 marks • 3 projects: 12 Marks • 2 projects: 10 Marks | 15 | 9 | <p>Citation as per format specified in this RFP</p> <p>+</p> <p>Copy of Work Order AND Completion Certificates from the client.</p> <p>OR</p> <p>Work Order AND Phase Completion Certificate from the client.</p> |

| Sl no. | Parameter | Technical Qualification Criteria | Max Marks | Cut off Marks | Documents Required |
|--------|------------------------|--|-----------|---------------|--------------------------|
| | | 1 project: 5 Marks | | | |
| 3 | Resource Profile | <p>The bidding entity will have to submit 2 CVs for each key profiles (total 10 CV's for evaluation purpose, as per CV format given in Part -3 Form 3:</p> <ol style="list-style-type: none"> 1. Project Director 2. Application Architect (Cloud Specialist) 3. Functional Consultant (Sr. Business Analyst) 4. Functional Consultant (Business Analyst) 5. Technical Consultant (Open-source/Emerging Tech/RDBMS) <p>Profile review will be done based on following parameters:</p> <ul style="list-style-type: none"> • Qualification • Key certifications & trainings • Work experience (International/ National/ State level) • No. of projects handled. | 20 | 12 | CV as per Part -3 Form 3 |
| | Approach & Methodology | <p>Proposed approach, methodology and work plan based on the understanding of scope of the project. Some of the parameters to be evaluated shall include (But not limited to)</p> <ul style="list-style-type: none"> • Understanding of the project and its objectives. • Overall approach and its responsiveness to the objective of the assignment. • Methodology to be adopted. | 20 | 12 | |

| SI no. | Parameter | Technical Qualification Criteria | Max Marks | Cut off Marks | Documents Required |
|--------|------------------------|--|-----------|---------------|--------------------|
| | | <ul style="list-style-type: none"> • Project Plan related to enhancement of the NCS portal • Organization and Staffing • Risk Management | | | |
| | Technical Presentation | <ul style="list-style-type: none"> • Understanding of Scope of Work • Understanding of NCS portal, Employment sector, Skill Gap Analysis, usage of AI/ML, Data Analytics etc. • Brief on experience related to the Scope of Work with emphasis on Government /PSU projects • Detailed approach & methodology for accomplishing Scope of Work • Award winning projects in last three years | 30 | 18 | |

Annexure 4: Service Level Agreements

Service Levels and Penalties:

Bidder is expected to meet the following Service Levels in the normal course of carrying out the activities as per the detailed Scope of Work. In case of default on any or all such Service Levels, the DGE will reserve the right to levy Penalties on the Bidder.

| S.No. | Service | Expected Service level | Penalty level in case of breach of the expected service level |
|-------|--|--|--|
| 1. | Deployment of the Project Team during the contract period after signing the contract with the DGE. | <ul style="list-style-type: none"> • Within 2 weeks for the Project Manager. • Within 1 week for Application Architect, Functional & Technical Consultant. | <p>(0.5*t)% of the payment to be made to the appointed bidder (i.e. consulting agency) for every week delay beyond the expected service level for the each member of the team not deployed as per expected service level .</p> <p><i>[where t is the number of weeks beyond the expected service level]</i></p> |
| 2 | Replacement of personnel of the Project Team during the contract period at the request of DGE | <ul style="list-style-type: none"> • Maximum 3 weeks from date of intimation by the DGE, including Minimum 1 week of handover time. | <p>(0.5*n*t)% of the payment to be made to the appointed bidder (i.e. consulting agency) for every week delay beyond the expected service level.</p> <p><i>[where n are the number of personnel which are not replaced as per the expected service levels & t is the number of weeks delay beyond the expected service levels]</i></p> |

| 3 | Replacement of personnel of the Project Team during the contract period as initiated by the Bidder. | <ul style="list-style-type: none"> • Maximum 2 weeks from date of approval from DGE, including Minimum 1 week of handover time. | <p>(0.5*n*t)% of the payment to be made to the appointed bidder (i.e. consulting agency) for every week delay beyond the expected service level.</p> <p><i>[where n are the number of personnel which are not replaced as per the expected service levels & t is the number of weeks delay beyond the expected service levels]</i></p> | | | | | | | | | | |
|------------------------------|---|--|---|------------------------------|--------------------|---|------------|---|--|---|--|------------|--|
| 4. | Replacement of the personnel of the Project Team during the contract period | Maximum one replacement in a year. | <p>Penalty clause for replacement of the personnel of the project team is as under:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">No. of resource replacements</th> <th style="text-align: center;">Penalty applicable</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>No penalty</td> </tr> <tr> <td style="text-align: center;">2</td> <td>1.0% of the payment to be made for the respective quarter.</td> </tr> <tr> <td style="text-align: center;">3</td> <td>2.5% of the payment to be made for the respective quarter.</td> </tr> <tr> <td style="text-align: center;">4 and more</td> <td>5% of the payment to be made for the respective quarter.</td> </tr> </tbody> </table> | No. of resource replacements | Penalty applicable | 1 | No penalty | 2 | 1.0% of the payment to be made for the respective quarter. | 3 | 2.5% of the payment to be made for the respective quarter. | 4 and more | 5% of the payment to be made for the respective quarter. |
| No. of resource replacements | Penalty applicable | | | | | | | | | | | | |
| 1 | No penalty | | | | | | | | | | | | |
| 2 | 1.0% of the payment to be made for the respective quarter. | | | | | | | | | | | | |
| 3 | 2.5% of the payment to be made for the respective quarter. | | | | | | | | | | | | |
| 4 and more | 5% of the payment to be made for the respective quarter. | | | | | | | | | | | | |

Calculation of Penalties

- The penalty percentages applicable for violation of Service Levels are specified in the table above.
- In situation, where the Bidder has incurred a Penalty of equal to or more than 15% at any time during the Contract Period, the DGE reserves the right to terminate the Contract altogether without further notice.
- The aggregate penalty herein shall not exceed the contract amount.

END OF DOCUMENT