



GOVERNMENT OF TAMIL NADU

Tamil Nadu Skill Development Corporation (TNSDC)

**Request for Proposal for Selection of Firm/Organization to supply
Development team for the enhancement, operation and maintenance
of Naan Mudhalvan and TNSDC Portals**

Technical Bid Document

Tender Ref No: TNSDC/NM-2/IT/2024

Email: proposal@naanmudhalvan.in

Website: www.naanmudhalvan.tn.gov.in / www.tnskill.tn.gov.in

Important Notice

This Tender (RFP) process is governed by The Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules 2000 as amended from time to time. In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules 2000, the Act and Rules shall prevail.

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Letter of Undertaking

To

Managing Director,
Tamil Nadu Skill Development Corporation,
Govt. of Tamil Nadu,
8th Floor, CMRL Building,
METROS, No.327,
Anna Salai, Nandanam,
Chennai - 600035

Sir,

Sub: Undertaking for participating in **Selection of Firm/Organization to supply Development team for the enhancement, operation and maintenance of Naan Mudhalvan and TNSDC Portals for Tamil Nadu Skill Development Corporation - Reg.**

Ref: Tender Ref: TNSDC/NM-2/IT/2024

I/We _____ do hereby submit my/our bid for the **Selection of Development team for the enhancement, operation and maintenance of Naan Mudhalvan and TNSDC Portals for Tamil Nadu Skill Development Corporation** in accordance with the Terms and Conditions of this RFP.

I/We _____ have examined the details of the tender and have carefully noted the conditions of contract and the specification with all the stipulations of which I/We agree to comply. I/We hereby undertake to complete the assigned tasks **Selection of Development team for the enhancement, operation and maintenance of Naan Mudhalvan and TNSDC Portals for Tamil Nadu Skill Development Corporation** at the places mentioned in the specification of all the articles within as per RFP & tender schedule from the date of communication of acceptance of my/our tender.

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

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

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

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

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

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

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

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

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

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

I/Wecertify and declare that no form of Child labour or bonded labour will be employed anywhere in the implementation of this project during the entire contract period.

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I/Wecertify and declare that our firm is not engaged as Project Management Consultant for managing procurement activities in TNSDC.

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

Note:

1. Declaration in the company's letter head should be submitted as per format given above.
2. If the bidding firm has been blacklisted by any State Government/ Central Government/ Public Sector Undertakings earlier, then the details should be provided.

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List of Acronyms

Sl. No.	Acronym	Definition
1	CR	Change Request
2	SDC	Skill Development Corporation
3	EMD	Earnest Money Deposit
4	FOSS	Free and open source software
5	G.O	Government Order
6	GoI	Government of India
7	GoTN	Government of Tamil Nadu
8	IA	Implementing Agency
9	ICT	Information & Communications Technology
10	IPR	Intellectual Property Rights
11	ISO	International Organization for Standardization
12	IT	Information Technology
13	JD	Joint Director
14	KT	Knowledge Transfer
15	KUA	KYC User Agency
16	LD	Liquidated Damage
17	LOA	Letter of Acceptance
18	IPR	Intellectual Property Rights
19	MSA	Master Service Agreement
20	NGOs	Non-Governmental Organizations
21	NM	Naan Mudhalvan
22	O&M	Operation & Maintenance
23	PSU	Public Sector Unit
24	RFP	Request for Proposal
25	S/W	Software
26	SD	Security Deposit
27	SDC	State Data Centre
28	SLA	Service Level Agreement
29	SRS	System Requirement Specification
30	SSL	Secure Sockets Layer
31	SW	Social Worker
32	TNSDC	Tamil Nadu Skill Development Corporation
33	TES	Technical Evaluation System
34	UAT	User Acceptance Test
35	UID	Unique Identification Number
36	UIDAI	Unique Identification authority of India
37	ULB	Urban Local Body
38	URL	Uniform Resource Locator

1. Introduction

1.1. Tamil Nadu Skill Development Corporation (TNSDC)

- a. Tamil Nadu Skill Development Corporation (TNSDC) was established by the Government of Tamil Nadu in the year 2009 and registered under Section 8 of the Companies Act as a Non-Profit organization. TNSDC is working to meet the growing skill demands of the industry and aims to make Tamil Nadu the skill hub of the country. TNSDC has been designated as the Nodal Agency for Skill Development in the State.
- b. The “Naan Mudhalvan” platform enables the students and youth of Tamil Nadu to access and develop themselves on both their soft skills as well as industry-relevant core skills. On the soft skills side, students can upskill themselves through courses on personality development, entrepreneurship, personal finance and learning foreign languages. On the core skills side, students can access courses on industry-relevant skills provided free of cost on new and emerging technologies. Students can also access the psychometric tests available on the portal that enable both the students as well as the employers to assess the capabilities and natural strengths of the students to match their talent with relevant job opportunities in the industry.
- c. The objective of this scheme is to identify potential skill imparters, to address skill gaps. Through this flagship program, the students will be able to industry-ready and would be in a position, to deliver work as soon as they graduate. The program also offers career and academic counselling to students in State educational institutions. Naan Mudhalvan holds 2000+ institutes as strong assets for creating 300+ career journeys.
- d. Tamil Nadu Skill Development Corporation (TNSDC) is imparting training in key sectors viz Auto mobile, Health Care, Textiles & Apparel, IT-ITES, Agriculture, Leather, Beauty & Wellness, Logistics, Banking Financial Service and Insurance, Media & Entertainment, Construction, Plumbing, Retail, Electronics, Security Services, Telecom, Food Processing, Gems & Jewelry and, Tourism & Hospitality. The www.tnskill.tn.gov.in is a centralized system in the State for converging all the skilling activities. The skill registry of TNSDC Portal is repository of skilled manpower available across the entire State covering both State and Central schemes which will benefit both trained candidates and private employers. Any candidate looking for

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employability by upgradation of their skills can register in this portal using their Aadhaar Number and has liberty to choose suitable course, location of training center.

- e. TNSDC invite bids from various established firms for the operation and maintenance of Naan Mudhalvan and TNSDC Portals for Tamil Nadu Skill Development Corporation. The scope of work is TNSDC detailed in cl. 8 and terms & conditions of this RFP.

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2. Tender Schedule and Data Sheets

SN	Particulars	Details
1.	Name of Work	Selection of Firm/Organization to supply Development team for the enhancement, operation and maintenance of Naan Mudhalvan and TNSDC Portals.
2.	Availability of e-Tender Document/ RFP	18-03-2024 from 10.00 AM from e-Procurement Portal of Govt. Of Tamil Nadu – https://tntenders.gov.in/nicgep/app In addition to this, the RFP document can be viewed at https://naanmudhalvan.tn.gov.in/
3.	Duration of downloading the tender form	18-03-2024 from 10:00 AM to 02-05-2024 upto 12:00 PM
4.	Last Date of and time for Receipt of bid	03-05-2024 upto 3:00 PM
5.	Office where the bids are to be deposited / where bids will be opened	Tenderers should be submitted their bids through online only.
6.	Time and date of opening of E-bids	06-05-2024 at 3:00 PM
7.	Announcement of shortlisted bidders	To be intimated later on.
8.	Opening of Financial proposals	To be intimated later on to shortlisted bidders only.
9.	Earnest money to be deposited with tender	Rupees 2.5 Lakhs Shall be paid only online through http://tntenders.gov.in
10.	Annual turnover of at least Rs. 5 Crore during the last three financial years (2020-2021, 2021-2022 and 2022-2023)	Audited and Certified Balance Sheet & Profit / Loss Account for the last 3 Financial Years.
11.	Eligibility criteria	1. The Bidder should have an average annual turnover of at least Rs. 5 Crore during the last three financial years (2020-2021, 2021-2022 and 2022-2023) 2. The bidder should have successfully Implemented & Maintained, at least 5 End to End Web based application system for Government / PSU / Private Agencies in India during last 3 years as on date of

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		<p>submission of bids. (Bidders with at least 2 End to End Web based application system for Government / PSU will be preferred)</p> <p>3. The value of any one of those projects should be at least Rs.50 lakh and should have been in O&M for at least 1 year.</p> <p>4. The Bidder should have a valid ISO 9001:2015 or latest certification.</p> <p>5. The Bidder should have at least one office in Tamil Nadu and preferably support centers / logistics for the entire state</p>
12.	Validity period for Tender	90 days from the date of opening of the bid
13.	Contract period	The rates quoted is valid for 3 years. Work Order will be issued for 12 months. Based on the performance it will be extended every year up to maximum of 3 years.
14.	Contact Details	<p>Managing Director, Tamil Nadu Skill Development Corporation, Govt. of Tamil Nadu, 8th Floor, CMRL Building, METROS, No.327, Anna Salai, Nandanam, Chennai -600035 e-mail: proposal@naanmudhalvan.in Website: https://naanmudhalvan.tn.gov.in/</p>
15.	e-Tender Website	<p>https://tntenders.gov.in/nicgep/app email: technical-support-eproc@nic.in Contact No: 0120-4711 508; 4001 002; 4001 005; 6277 787</p>
16.	Method of Selection	QCBS (Quality Cum Cost Based Selection) Method (70:30)

Note:

Neither the TNSDC nor their representatives are obligated to inform any bidders who have not qualified in any of the stages of bid process management

3. General Instructions

3.1. General

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

this tender only if the bidder is registered with the Competent Authority.

3.2. Clarifications to the RFP

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

3.3. Amendments to the Tender

- a. A Pre-bid meeting will be held online through video conference (VC) for addressing the clarifications on the date and time mentioned in the Tender Data Sheet or any other date to be decided by TNSDC. The Bidders are requested to participate in the Pre-bid meeting and get the clarifications.
- b. The link for the VC is given below: -

<https://tnsdc.webex.com/tnsdc/j.php?MTID=mfa17e12db166f61603d7a6700ea48946>
- c. Before closing of the Tender, clarifications and corrigendum (if any) will be notified in the websites mentioned in the Tender Schedule. The Bidders shall periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. TNSDC will not make any individual communication and will in no way be responsible for any information missed out by the bidders.
- d. No clarifications would be offered within **48 hours** prior to the due date and time for submitting the Tender.
- e. Before the closing of the Tender, TNSDC may amend the Tender document as per requirements or wherever it feels that such amendments are absolutely necessary.
- f. Amendments also may be given in response to the queries by the prospective Bidder(s). Such amendments will be notified in the websites mentioned in the tender schedule. It is bidder responsibility to keep checking the website for any changes or clarifications or corrigendum to the tender document.
- g. TNSDC at its discretion may or may not extend the due date and time for the submission of bids on account of any amendments.

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- h. TNSDC is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidder failure to update the Bid documents on changes announced through the website.

3.4. Language of the Bid

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

3.5. Bid Currency

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

3.6. Contacting Tender Inviting Authority

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

3.7. Force Majeure

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

3.8. Arbitration

- a. In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the MD, Tamil Nadu Skill Development Corporation (TNSDC) under the “Arbitration and Conciliation Act 1996”. The arbitration shall be held in Chennai, Tamil Nadu, India and the language of arbitration shall be English. The Courts at Chennai alone shall have jurisdiction in the matter. Arbitration detailed in clause: 7.10.

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

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

4.1. Minimum Eligibility Criteria (MEC)

S.No.	MEC	Documents to be submitted
4.1.1	The bidder should be a company registered / incorporated under Indian company Act and must have 3 years of existence in India as on date of submission of bids.	Valid copy of the Certificate of Incorporation. The bidder should have Chennai based location
4.1.2	The Bidder should have an average annual turnover of at least Rs. 5 Crore during the last three financial years (2020-2021, 2021-2022 and 2022-2023)	Audited and Certified Balance Sheet & Profit / Loss Accountor CA certificate for the last 3 Financial Years.
4.1.3	The bidder should have successfully Implemented & Maintained, at least Five End to End Web based application system for Government / PSU / Private Agencies in India during last 3 years as on date of submission of bids (Bidders with at least 2 End to End Web based application system for Government / PSU will be preferred)	Work Order / Project Contract Document / Agreement along with Completion / Satisfactory Performance Certificate by the client with details of project value with clear scope of project.

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S.No.	MEC	Documents to be submitted
4.1.4	The Bidder should have a valid ISO 9001:2015 or latest certification.	Valid copy of the Certificates
4.1.5	The Bidder should have at least one office in Tamil Nadu and preferably support centers / logistics for the entire state. If the Bidder is not having any office in Tamil Nadu, then bidder should submit a letter of undertaking to open an office in Tamil Nadu within 15 days from the date of issue of work order of the is awarded the work and must provide 10 resources onsite mandatory for end to end development, maintenance and monitoring.	The copy of Property tax bill/Electricity Bill/Telephone Bill/G.S.T.-C.S.T. Registration/Lease agreement should be submitted as proof Or Undertaking Letter

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

4.2. Technical Evaluation System (TES)

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

Technical Evaluation			
S. No	Criteria		Maximum Marks
4.2.1	The bidder should have valid ISO 9001:2015 or higher certifications or CMMi Level 3-5 certifications. Copy of certification should be attached.	a. ISO 9001:2015 or higher certifications = 3 marks b. CMMi Level 3 - 5 certification= 2 marks	5

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Technical Evaluation			
S. No	Criteria	Maximum Marks	
4.2.2	<p>Average annual turnover during the last three financial years (2020-2021, 2021-2022 and 2022-2023)</p> <p>Audited and Certified Balance Sheet & Profit/Loss Account / CA certificate for the last 3 Financial Years.</p>	<p>a. \geqRs. 5 Crore and less than or equal to Rs. 10 Crore = 3 marks</p> <p>b. $>$Rs.10 Crore = 5 marks</p>	5
4.2.3	<p>Bidder Should have experience in implementing end to end IT solution (design, development and O&M of software application) with value more than or equal to Rs.50 lakh each should have gone live and completed at least 1 year of O&M.</p> <p>Documents to be submitted:</p> <p>Work Order / Project Contract Document/Agreement along with Completion/Satisfactory Performance Certificate by the client with details of project value with clear scope of project.</p>	<p>a. 2 to 4 Projects = 5 marks</p> <p>b. 4 to 6 Projects = 10 marks</p> <p>c. More than 6 projects = 15 marks</p>	15
4.2.4	<p>Development Lead - Full Stack Developer (full time /onsite) – 1 No</p> <p>a. Experience of 8+ years in the role</p> <p>b. Technical Skills –</p> <ul style="list-style-type: none"> • Experience with large scale distributed systems, having handled multi technology landscape (Python, PHP, Apache, Nginx, Django, MySQL, PostgreSQL, PowerBI etc.) 	<ul style="list-style-type: none"> • Educational Qualification <ul style="list-style-type: none"> UG Degree = 1 mark PG Degree = 2 mark • Experience <ul style="list-style-type: none"> \geq8 years = 2 marks \geq9 years = 2.5 marks \geq10 years = 3 marks 	10

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Technical Evaluation		
S. No	Criteria	Maximum Marks
	<ul style="list-style-type: none"> • Experience with Cloud and software configuration management • Web Development: HTML5, CSS3, JavaScript, jQuery, Bootstrap • Web Services: REST, SOAP • Experience working with agile methodologies. • Requirement Gathering and functional flow documentation 	<ul style="list-style-type: none"> • Technical Skills = 4 marks • One or more technical certification on Python, PHP, Apache, Nginx, Django, MySQL, PostgreSQL, PowerBI = 1 mark • For lesser experience, marks will be on pro-rata basis
4.2.5	<p>Python & Django – Back end Developer /API (full time /onsite) – 1 No</p> <p>Qualification & Experience: Regular B.E/ B. Tech / M. Tech / BSC / MSc / MCA degree in Computer Science / Information Technology / Electronics and Communication Engineering or any degree with specialization in computers or equivalent with minimum 6 years of experience in Python and Django web application development</p> <p>Preferred:</p> <ul style="list-style-type: none"> - Experience in Python Django web application development - Full Stack development experience. - Experience with Cloud and software configuration management. - Should have experience with data structures, algorithms and network 	<ul style="list-style-type: none"> a. Educational Qualifications = 1 mark b. Experience >= 6 years = 2 marks c. Technical Skills = 2 marks d. For lesser experience, marks will be on pro-rata basis
		5

Technical Evaluation		
S. No	Criteria	Maximum Marks
	<p>architectures.</p> <ul style="list-style-type: none"> - Experience in basic Linux system administration. - Should be able to design and implement REST API services <p>Technologies:</p> <ul style="list-style-type: none"> • Python Django • Web Development: HTML5, CSS3, JavaScript, jQuery, Bootstrap • Web Services: REST, SOAP • Database: PostgreSQL, MySQL, MongoDB, Maria DB. • Application Design: Model-View-Controller (MVC/MVC2), Object Oriented Programming. • Experience working with agile methodologies <p>Responsibilities</p> <ul style="list-style-type: none"> • Ability to communicate with the client and understand their requirement. • Creating servers and databases for functionality. • Ensuring responsiveness of applications. • Staying abreast of developments in web applications and programming languages. • Design and implement low-latency, high-availability, and performance applications. 	

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Technical Evaluation		
S. No	Criteria	Maximum Marks
	<ul style="list-style-type: none"> • Should be a mentor for junior associates. • Should be able to estimate track and deliver individual tasks & for team • Ability to prepare written documentation of code changes. • Strong communication skills, both written and verbal, are essential in this role. If you are a self-starter with strong problem-solving skills and a passion for developing high- quality software. • Ability to conduct periodical Code reviews. <p>Skills & Requirements</p> <ul style="list-style-type: none"> • Hands on experience in Python Django • Hands on experience in deployment activities. • Should have experience with data structures, algorithms. • Experience with web services API integration (Rest, SOAP, JSON, XML) and Relational Database. • Exposure to API Testing • Exposure to integrate & system testing. • Familiarity with database technology such as PostgreSQL, MongoDB, MySQL. • Experience with HTML5 CSS3 frameworks such as bootstrap. 	

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Technical Evaluation		
S. No	Criteria	Maximum Marks
	<ul style="list-style-type: none"> • Solid & deep understanding of the full web technology stack (e.g., HTTP, cookies, headers, caching, asset pipelines) • Solid understanding of version control systems such as Git and bitbucket. • Experience using different development methodologies including Scrum, and/or Agile, and test-driven development • Disciplined approach to software engineering best practices (e.g., unit testing, code reviews, design documentation, quality assurance) • Must be experienced with Payment Gateway integrations. 	
4.2.6	<p>Python & Django – Junior Developer (full time /onsite) – 2 No</p> <p>Qualification & Experience: Regular B.E/ B. Tech / M. Tech / BSC / MSc / MCA degree in Computer Science / Information Technology / Electronics and Communication Engineering or any degree with specialization in computers or equivalent with minimum 2 years of experience in Python and Django web application development</p> <p>Preferred:</p> <ul style="list-style-type: none"> • - Experience in Python Django web application development • - Full Stack development experience. <p>Technologies:</p>	<p>a. Educational Qualifications= 1 mark</p> <p>b. Experience >= 2 years = 2 marks</p> <p>c. Technical Skills = 2 marks</p> <p>d. For lesser experience, marks will be on pro-rata basis</p>
		5 (Per Resource)

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Technical Evaluation		
S. No	Criteria	Maximum Marks
	<ul style="list-style-type: none"> • Python Django • Web Development: HTML5, CSS3, JavaScript, jQuery, Bootstrap • Web Services: REST, SOAP • Database: PostgreSQL, MySQL, MongoDB • Application Design: Model-View-Controller (MVC/MVC2), Object Oriented Programming. • Experience working with agile methodologies. <p>Responsibilities</p> <ul style="list-style-type: none"> • Ability to communicate with the client and understand their requirement. • Creating servers and databases for functionality. • Ensuring responsiveness of applications. • Designing and development of APIs. • Staying abreast of developments in web applications and programming languages. • Integrate with REST APIs and relational databases. • Design and implement low-latency, high-availability, and performance applications. • Collaboration with the team members. <p>Skills & Requirements</p> <ul style="list-style-type: none"> • Hands on experience in Python Django 	

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Technical Evaluation			
S. No	Criteria		Maximum Marks
	<ul style="list-style-type: none"> • Should have experience with data structures, algorithms. • Experience with web services API integration (Rest, JSON, XML). • Exposure to API Testing • Familiarity with database technology such as PostgreSQL and MongoDB. • Experience with HTML5 CSS3 frameworks such as bootstrap. • Deployment Skill • Experience with Cloud and software configuration management, including GIT, is a plus. • Solid & deep understanding of the full web technology stack (e.g., HTTP, cookies, headers, caching, asset pipelines) • Solid understanding of version control systems such as Git and bitbucket. • Experience using different development methodologies including Scrum, and/or Agile, and test-driven development • Disciplined approach to software engineering best practices (e.g., unit testing, code reviews, design documentation, quality assurance) • Must be experienced with Payment Gateway integrations. 		
4.2.7	<p>Vue JS/Java - Frontend developer(full time /onsite) – 1 No</p> <p>Qualifications & Experience:</p>	a. Educational Qualifications =1	5

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Technical Evaluation		
S. No	Criteria	Maximum Marks
	<p>Regular B.E/ B. Tech / M. Tech / BSC / MSc / MCA degree in Computer Science / Information Technology / Electronics and Communication Engineering or any degree with specialization in computers or equivalent with minimum 3 years of Experience in VueJs</p> <p>Preferred:</p> <ul style="list-style-type: none"> - Strong experience with VueJS and front-end application development - Proficiency in HTML, CSS, and JavaScript - UI Testing experience should be there. <p>Technologies:</p> <ul style="list-style-type: none"> • Strong experience in VueJS and NuxtJS • Strong experience in modern HTML/CSS/JS Techniques, including frameworks e.g., Bootstrap, jQuery, Angular/Vue/ Node JS <p>Exposure on SQL Databases</p> <p>Responsibilities:</p> <ul style="list-style-type: none"> • Responsible for designing and implementing user interfaces for our web and mobile applications. • Developing and maintaining application UI layer, User Interface components using VueJS • Experience with responsive web design and cross-browser compatibility • Experience with testing and debugging tools (e.g., Chrome Developer Tools) 	<p>mark</p> <p>b. Experience >=3years = 2 marks</p> <p>c. Technical Skills = 2 marks</p> <p>d. For lesser experience, marks will be on pro-rata basis</p>

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Technical Evaluation			
S. No	Criteria		Maximum Marks
	<ul style="list-style-type: none"> • Experience with version control systems (e.g., Git) • Experience with agile development methodologies • Exposure to AngularJs, React Js or NodeJs will be plus • Experience in API integrations developed in multiple technologies Python, PHP, or any 3rd party APIs • Analyse and recommend front-end frameworks for projects • Developing high-performance applications by writing testable, reusable, and efficient code. • Understanding and awareness of Secure software development lifecycle and web application vulnerabilities counter measures. • Good understanding of quality processes and standards • Good communication skills including ability to influence and communicate to internal teams • Strong problem-solving skills and attention to detail 		
4.2.8	<p>DevOPS engineer / Network Admin (full time /onsite) – 1 No</p> <ul style="list-style-type: none"> • Minimum experience of 5 years in the role 	<p>a. Educational Qualifications =1 mark</p> <p>b. Experience >=5years = 2 marks</p> <p>c. Technical Skills = 2 marks</p>	5

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Technical Evaluation		
S. No	Criteria	Maximum Marks
	<ul style="list-style-type: none"> • Version control, continuous integration servers, configuration management, CI/CD pipeline, infrastructure orchestration, containers and deployment automation • Shell Scripts, Jenkins, Maven, Git 	<p>d. For lesser experience, marks will be on pro-rata basis</p>
4.2.9	<p>System & Database Administrator (full time /onsite) – 1 No</p> <p>Qualifications & Experience: Regular B.E/ B. Tech / M. Tech / BSC / MSc / MCA degree in Computer Science / Information Technology / Electronics and Communication Engineering or any degree with specialization in computers or equivalent with minimum 5 years of Experience in Database Administration and Management.</p> <p>Preferred:</p> <ul style="list-style-type: none"> - Hands on experience in SQL, data management, and scripting. - Strong experience in PostgreSQL - Must have SQL, PLSQL experience - Strong experience in PostgreSQL - Strong experience with Linux system administration - Experience with Quick sight / Power BI / Tableau / Qlik. 	<p>a. Educational Qualifications =1 mark</p> <p>b. Experience >=5 years = 2 marks</p> <p>c. Technical Skills = 2 marks</p> <p>d. For lesser experience, marks will be on pro-rata basis</p>
		5

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Technical Evaluation		
S. No	Criteria	Maximum Marks
	<p>- Strong data visualization design skills, data modelling and inference skills</p> <p>- Experience in Designing Logical / Physical Data Models and create Physical Databases for the Software Development Projects</p> <p>- Experience in developing Functions and Triggers</p> <p>Technologies:</p> <ul style="list-style-type: none"> • Database: Postgres SQL / My SQL / SQL Server / Oracle / Mongo DB. • Experience in PGAdmin • Experience in working with agile methodologies. • Quick sight / Power BI / Tableau / Qlik <p>Responsibilities:</p> <ul style="list-style-type: none"> • Design logical/physical data models and create physical databases for the software development projects • Maintain database throughout the life cycle of a project • Will be responsible for the day-to-day operation and maintenance of our servers and systems across environment. This will include tasks such as installing and configuring software, troubleshooting and debugging issues, and performing system backups and recovery. • Need to write complex queries, stored procedures & functions. 	

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Technical Evaluation		
S. No	Criteria	Maximum Marks
	<ul style="list-style-type: none"> • Proficiency in Git version control • Develop database structures and features according to organizational needs. • Help developers to achieve the desired performance with the database operations optimizing the database objects and queries. • Guide Programmers and others on performance requirements. • Review modifications to existing software to improve efficiency and performance. • Examine new application design and recommend corrections if required. • Experience of independently connecting with stakeholders for development of reports / resolving queries • Ability in Enhancing the scalability and performance of existing database architecture. • Performing database maintenance, migration, and upgrading hardware and software. • Protecting data by developing data security and restoration policies, procedures, and controls. • Knowledge of best practices in database management. 	

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Technical Evaluation		
S. No	Criteria	Maximum Marks
	<ul style="list-style-type: none"> • Advanced analytical, leadership, and problem-solving skills. • Strong problem-solving and communication skills 	
4.2.10	<p>UX/UI designer (full time /onsite) – 1 No</p> <p>Qualification & Experience: Regular B.E/ B. Tech / M. Tech / BSC / MSc / MCA degree in Computer Science / Information Technology / Electronics and Communication Engineering or any degree with specialization in computers or equivalent with minimum 3+ years of Experience in UI/UX Designer.</p> <p>Preferred:</p> <ul style="list-style-type: none"> - A portfolio of professional UI/UX design work for both web and mobile platforms. - User interface design - Graphic design tools such as Adobe Photoshop or Illustrator - Wireframing/prototyping tools such as Balsamiq or Sketch - Experience with user testing and usability analysis <p>Technologies: Sketch, InVision, Visio, HTML5, CSS3(SCSS), iOS, Android, Design Systems, and Adobe Creative Suite. UX design tools such as Figma, Axure, or InVision</p> <p>Responsibilities</p>	<p>a. Educational Qualifications =1 mark</p> <p>b. Experience >=3years = 2 marks</p> <p>c. Technical Skills = 2 marks</p> <p>d. For lesser experience, marks will be on pro-rata basis</p>
		5

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Technical Evaluation		
S. No	Criteria	Maximum Marks
	<ul style="list-style-type: none"> • Collect and evaluate user requirements with the help of product managers and engineers. • Use storyboards, process flows, and sitemaps to illustrate design concepts. <p>Produce diagrams, wireframes, high-fidelity visual design mock-ups and click-through prototypes of complete interactive workflows</p> <ul style="list-style-type: none"> • Menus, tabs, and widgets are examples of graphic user interface elements. • Make page navigation buttons and search fields. • Create UI mock-ups and prototypes that clearly show how sites work and look. • Make unique graphic designs. • Rough draughts should be prepared and presented to internal teams and key stakeholders. Identify and resolve UX issues. • Make layout changes based on user feedback. Follow font, colour, and image style guidelines. • Ensure products are tested with customers and validated against business goals • Have working knowledge of core usability principles that help drive successful design. • plan and implement new designs 	

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Technical Evaluation			
S. No	Criteria	Maximum Marks	
	<ul style="list-style-type: none"> • Optimize existing user interface designs • strong communication skills to collaborate with various stakeholders • Work with software development, product management, and customers to create user centered designs in support of our enterprise product. • Have a clear understanding of the software development life cycle and UI/UX best practices 		
4.2.11	<p>Business Analyst cum Trainer (full time /onsite) – 1 No</p> <p>Qualification & Experience: Regular B.E/ B. Tech / M. Tech / BSC / MSc / MCA degree in Computer Science / Information Technology / Electronics and Communication Engineering or any degree with specialization in computers or equivalent with minimum 4 years of Experience in IT Business Analyst</p> <p>Preferred:</p> <ul style="list-style-type: none"> - 3+ years of experience in IT Business Analyst - Identifying Market Trend - Experience in System Analysis, Process Design and Strategic planning. - Creating and maintaining any supporting materials that reinforce or support the transition to the desired outcome (e.g., process flows, wireframes, data analysis). 	<p>a. Educational Qualifications =1 mark</p> <p>b. Experience >=4years = 2 marks</p> <p>c. Technical Skills = 2 marks</p> <p>d. For lesser experience, marks will be on pro-rata basis</p>	5

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Technical Evaluation		
S. No	Criteria	Maximum Marks
	<ul style="list-style-type: none"> - Experience in defining policies and market strategies. - Feasibility and Financials analysis - Reporting and Business presentation - Comprehensive knowledge of MS Office <p>Technologies:</p> <ul style="list-style-type: none"> • Project Management Tools: Wrike • Modelling and diagramming tools like Pencil, Microsoft’s Visio. • Requirements management tracking tools like • Power BI • QlikView <p>Skills and Responsibilities</p> <ul style="list-style-type: none"> • Evaluating business processes, predicting requirements, designing and implementing solutions. • Working with the business and test team to prioritize defects and support testing activities such as User Acceptance Testing. • Contributing to project plans to identify project milestones. • Providing and sharing knowledge, experience, and ideas to the team to support the team's continuous improvement. • Experience as the lead business analyst through the full project life cycle incl. analyzing, documenting, 	

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Technical Evaluation			
S. No	Criteria		Maximum Marks
	<p>and managing functional and non-functional requirements.</p> <ul style="list-style-type: none"> • Strong facilitation, communication, listening and presentation skills, with experience of running workshops. • Staying updated on the latest technologies to automate processes and improve efficiency • Analysing business processes and communicating feedback to other team members and management • Planning and monitoring projects with regular check on requirements • Conducting detailed market research and competitive analysis • Regular Reporting and Analysis • Stakeholder interactions to define project requirements, and gives updates on project's progress. 		
4.2.12	<p>Senior Lead Developer (full time and Onsite)-1No</p> <ul style="list-style-type: none"> • Should have B. Tech /B. E degree in Computer Science/Information Technology. • Experience of 6 years in the role • Technical Skills - .net MVC, SQL • Server, Web APIs 	<p>a. Educational Qualifications= 1 mark</p> <p>b. Experience >=6years = 2 marks</p> <p>c. Technical Skills = 2 marks</p> <p>d. For lesser experience, marks will be on pro-rata basis</p>	5
4.2.13	<p>Developer (full time and Onsite) – 1 No</p>	<p>a. Educational</p>	5

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Technical Evaluation		
S. No	Criteria	Maximum Marks
	<ul style="list-style-type: none"> • Should have B. Tech /B. E degree in Computer Science/Information Technology. • Experience of 3 years in the role • Technical Skills - .net MVC, SQL Server, Web APIs 	Qualifications= 1mark b. Experience>= 3years = 2 marks c. Technical Skills = 2 marks d. For lesser experience, marks will be on pro-rata basis
4.2.14	Power BI and Report Developer (full time and Onsite) – 1No <ul style="list-style-type: none"> • Should have B. Tech/B. E degree in Computer Science /Information Technology. • Experience of 3 years in the role • Technical Skills - Power BI Designs, SSRS Reports, SQL Server 	a. Educational Qualifications =1 mark b. Experience>= 3years = 2 marks c. Technical Skills = 2 marks d. For lesser experience, marks will be on pro-rata basis
4.2.15	Approach & Methodology <ol style="list-style-type: none"> a) Understanding of Project requirement& work plan b) Identified project risk & Mitigation. c) Proposed solution and architecture 	a. Understanding& work plan = 3 marks b. Risk &Mitigation plan = 2 marks c. Proposed solution & architecture = 5 marks
4.2.16	Technical presentation (solution architecture, scale, high availability, disaster recovery, O&M, security) and live demonstration of projects specified incl. 4.2.3	Marks will be assigned based on the live demonstration of previous projects and will be assessed for solution architecture, scale, high availability, disaster

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Technical Evaluation		
S. No	Criteria	Maximum Marks
	recovery, O&M, security	
Total marks(4.2)		100

Note:

- 1. TNSDC reserves right to reduce the number of Manpower as per our requirement at any point of time.**
- 2. Any technical expertise required during the implementation of this project shall be arranged by the firm to support the team.**
- 3. As the project is time bound, any deliverables mandated by TNSDC should adhere to the timeline fixed by TNSDC.**

Evaluation of technical proposal:

- a. Tender Scrutiny Committee (TSC) will evaluate whether all the requirements mentioned in the RFP are understood and addressed well.
- b. Resource profile 4.2.4 – 4.2.14 total score will be converted to 50.
*((Scores obtained from 4.2.4 – 4.2.14) / 65) * 50*
- c. To declare a bidder as technically qualified, the bidder has to score a minimum of 70 marks based on the above said cl.4.2 – TES and financial bids of those bidders who score 70 or above in the TES shall only be opened.
- d. The bidder shall ensure that the candidates proposed in the bid for the cl. 4.2.4 to 4.2.14 shall be deployed at premises as decided by TNSDC for this project during the contract period.**

5. Bid Preparation and Submission

5.1. Cost of Bidding

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

5.2. Earnest Money Deposit (EMD)

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

5.3. Letter of Authorization

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

5.4. Two Part Bidding

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

5.4.1. Technical Bid

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

5.4.2. Financial Bid

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

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

Letter of Undertaking		Upload Format
A Letter of Undertaking in company's letterhead	1	PDF (Max 2 MB)
Technical Bid Document – RFP		Upload Format
Technical Bid Document – RFP along with Corrigendum if any	1	PDF (Max 2 MB)
Minimum Eligibility Criteria (4.1)		Upload Format
1	Copy of documentary proof for clause 4.1.1 as PDF	5 RAR (WinRAR) (Max 20 MB)
2	Copy of documentary proofs in chronological order for clause 4.1.2 as merged PDF	
3	Copy of documentary proofs for clause 4.1.3 as merged PDF	
4	Copy of documentary proof for clause 4.1.4 as PDF	
5	Copy of documentary proof for clause 4.1.5 as PDF	
Technical Evaluation System (4.2)		Upload Format
1	Copy of documentary proofs for clause 4.2.1 as merged PDF	16 (All these PDF have to be placed in a folder and zipped as .rar file) RAR (WinRAR) (Max 30 MB)
2	Copy of documentary proofs for clause 4.2.2 as merged PDF	

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3	Copy of documentary proofs for clause 4.2.3 as merged PDF	before submission)			
4	Copy of documentary proofs for clause 4.2.4 as merged PDF				
5	Copy of documentary proofs for clause 4.2.5 as merged PDF				
6	Copy of documentary proofs for clause 4.2.6 as merged PDF				
7	Copy of documentary proofs for clause 4.2.7 as merged PDF				
8	Copy of documentary proofs for clause 4.2.8 as merged PDF				
9	Copy of documentary proofs for clause 4.2.9 as merged PDF				
10	Copy of documentary proofs for clause 4.2.10 as merged PDF				
11	Copy of documentary proofs for clause 4.2.11 as merged PDF				
12	Copy of documentary proofs for clause 4.2.12 as merged PDF				
13	Copy of documentary proofs for clause 4.2.13 as merged PDF				
14	Copy of documentary proofs for clause 4.2.14 as merged PDF				
15	Copy of documentary proofs for clause 4.2.15 as merged PDF				
16	Copy of documentary proofs for clause 4.2.16 as merged PDF				
Price Bid				Upload Format	
Bill of Quotation (BoQ)				1	.XLS
Total			24		

Note: Under

Technical bid = 24 documents

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

*** Documentary Proof for 4.2.4 – 4.2.14 should include: Resumes, Certifications completed by resources, PF Statements of the resources ***

5.5. Bid closing date and time

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

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

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

6. Tender Opening and Evaluation

6.1 Technical Bid Opening

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

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

6.2 Tender Validity

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

6.3 Initial Scrutiny

- a. Initial Bid scrutiny will be conducted and incomplete details as given below will be treated as non-responsive.
- b. If Tenders are;
 1. received without the Letter of Undertaking with Authorization
 2. received without EMD amount
 3. found with suppression of details
 4. with incomplete information, subjective, conditional offers and partial offers
 5. submitted without support documents as per the MEC and TES

6. non-compliance of any of the clauses stipulated in the Tender
 7. lesser validity period
- c. All responsive Bids will be considered for further evaluation. The decision of TNSDC/Government will be final in this regard.

6.4 Clarifications

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

6.5 Tender Evaluation

6.5.1. Suppression of facts and misleading information

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

6.5.2. Technical bid evaluation

Minimum Eligibility Criteria(MEC):

- a. TSC will examine the technical bids as per Cl.4.1 MEC given in the Tender document. The documents which did not meet the eligibility criteria in the first stage of scrutiny will be

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rejected in that stage itself and further evaluation will not be carried out for such bidders. The eligible Bidders satisfying all the criteria in cl. 4.1 alone will be considered for further evaluation as per TES (cl.4.2). The decision of TNSDC will be final in this regard.

Technical Evaluation System(TES):

- a. TSC will examine the bids as per clause 4.2 TES based on the documentary evidence enclosed by bidder in the Technical Bid. The bidder shall be informed to make a presentation to TSC as per 4.2.14 & 4.2.15. If the bidder fails to demonstrate their bid will be summarily rejected. Minimum marks to be scored by the bidders in the TES is 70 (Seventy) out of 100, so as to declare the bid as technically qualified. Bidders who score 70 and above marks in the TES as per cl. 4.2 above shall be deemed technically qualified and financial bids of those bidders only will be opened.

6.5.3. Financial bid evaluation

- a. Bidders should fill price quote details ONLY in Bill of Quotation (BoQ).
- b. All the taxes indicated in the financial bid will be taken for the financial evaluation as per the Tamil Nadu Transparency in Tender Rules 2000 with latest amendments.
- c. Bidders should quote for the entire items rate. Failure to submit the rates for all the items or partial offer will be liable for rejection of the bid itself. The decision of TNSDC will be the final.
- d. Bidders who satisfy the MEC (4.1), scored 70 or more out of 100 in TES (4.2) will be evaluated through QCBS method and the bidder with highest QCBS score will be declared as successful bidder (L1).

QCBS score will be calculated using below formula.

$$\text{where, } B = (C_{low}/C) \times 100 \times X + (T/T_{high}) \times 100 \times Y$$

- | | | |
|-------------------------|---|-------------------------------------------------------------------------------------|
| <i>C</i> | = | <i>Evaluated Bid Price of the bidder</i> |
| <i>C_{low}</i> | = | <i>The lowest of the evaluated bid prices among the responsive bids</i> |
| <i>T</i> | = | <i>The total marks obtained by the bidder against "Quality" criteria</i> |
| <i>T_{high}</i> | = | <i>The highest mark scored against "Quality" criteria among all responsive bids</i> |
| <i>X</i> | = | <i>0.3 (The weightage for 'Quoted price' is 30 %)</i> |
| <i>Y</i> | = | <i>0.7 (The weightage for 'Quality' is 70 %)</i> |

- e. In the event the final QCBS scores are tied, the bidder securing the highest technical score will be declared as successful bidder (L1).

6.6 Negotiations

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

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

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

6.8 TNSDC reserves the right to:

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

7. Execution of Contract

7.1 Payment of Security Deposit (SD) /EMD

- a. The successful (L1) bidder shall have to furnish a Security Deposit (SD) /EMD for 5% of contract value by way of demand draft or banker's cheque payable at Chennai or in the form of unconditional irrevocable Bank Guarantee valid for a period of 40 months from the date of acceptance of the tender on receipt of confirmation from TNSDC. The SD/EMD shall be paid within 15 days from the date of issue Letter of Acceptance (LOA) by TNSDC. The SD/EMD furnished by the Successful Bidder in respect of the tender will be returned to them after the entire scope of work is executed by the bidder as per the RFP, Contract and as per order(s) issued by TNSDC from time to time during the execution of work and after

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3 months from the completion of contract period. The Security Deposit held by TNSDC till it is refunded to the successful bidder will not earn any interest thereof.

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

7.2 Execution of Contract

- a. The successful bidder should execute a Contract in the INR 100 non-judicial stamp paper bought in Tamil Nadu in the name of the TNSDC within 10 working days from the date of letter of acceptance issued by TNSDC with such changes/modifications as may be indicated by TNSDC at the time of execution on receipt of confirmation from TNSDC.
- b. The successful bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of TNSDC. TNSDC reserves its right to cancel the LoA either in part or full, if this condition is violated. If the Successful Bidder fails to execute the agreement within the stipulated period of 15 days, the SD/EMD of the Successful Bidder will be forfeited and their tender will be held as non-responsive.
- c. The expenses incidental to the execution of the agreement should be borne by the Successful Bidder.
- d. The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of TNSDC and also TNSDC have the right to recover any consequential losses from the Successful Bidder.

7.3 Release of Work Order

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

7.4 Refund of EMD/SD

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

7.5 Forfeiture of EMD and SD

- a. If the successful Bidder fails to act according to the tender conditions or backs out, after the

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tender has been accepted, the EMD will be forfeited.

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

7.6 Termination of Contract

7.6.1 Termination for default

- a. TNSDC may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 30 days, sent to the successful bidder, terminate the contract in whole or part, (i) if the successful bidder fails to deliver any or all of the service within the time period(s) specified in the contract, or fails to supply the items as per the delivery schedule or within any extension thereof granted by TNSDC; or (ii) if the successful bidder fails to perform any of the obligation(s) under the contract; or (iii) if the successful bidder, in the judgment of TNSDC, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b. In the event TNSDC terminates the Contract in whole or in part, TNSDC may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the successful bidder shall be liable to TNSDC for any additional costs for such similar goods and service. However, the successful bidder shall continue the performance of the contract to the extent not terminated.

7.6.2 Termination for Insolvency

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

7.6.3 Termination for Convenience

- a. TNSDC may by written notice, with a notice period of 30 days sent to the successful bidder; TNSDC may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for TNSDC's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. Services rendered by the bidder, as assessed by TNSDC, would be paid for. On termination, the successful bidder is not entitled to any

compensation whatsoever.

7.6.4 Project Manager

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

7.7 Assigning of Tender whole or in part

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

7.8 Liquidated Damages (LD)

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

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the work as per the agreed terms and conditions of the RFP, Contract and Work Order.

7.9 Other Conditions

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

7.10 Arbitration and Jurisdiction

- a. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the MD, TNSDC.
- b. If the sole arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Sole Arbitrator shall be appointed by the MD, TNSDC. The Sole Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same.
- c. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter. Neither party to the contract shall be entitled to seek interest nor should the arbitrator not grant interest.
- d. The Sole Arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- e. The venue of the arbitration shall be Chennai and language English. The fees of the sole arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- f. Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.
- g. Subject to the above, the Courts in Chennai alone shall have jurisdiction in this matter.

8. Scope of the Project

8.1 About the Tamil Nadu Skill Development Corporation

The Tamil Nadu Skill Development Corporation (TNSDC) is imparting training in key sectors

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viz Auto mobile, Health Care, Textiles & Apparel, IT-ITES, Agriculture, Leather, Beauty & Wellness, Logistics, Banking Financial Service and Insurance, Media & Entertainment, Construction, Plumbing, Retail, Electronics, Security Services, Telecom, Food Processing, Gems & Jewelry and, Tourism & Hospitality.

Tamil Nadu Skill Development Corporation has identified the reputed Public and Private skill training institutes for imparting qualitative skill training so that the individuals can be easily placed in the Industry after training. During the past Five years, TNSDC has trained 373619 youth after standardization of the Skill training programmers and training cost.

8.2 Overview of the Project

Naan Mudhalvan Portal

The Naan Mudhalvan Portal (www.naanmudhalvan.tn.gov.in) is a centralized system in the State for converging all the skilling activities.

The “Naan Mudhalvan” platform enables the students and youth of Tamil Nadu to access and develop themselves on both their soft skills as well as industry-relevant core skills. On the soft skills side, students can upskill themselves through courses on personality development, entrepreneurship, personal finance and learning foreign languages. On the core skills side, students can access courses on industry-relevant skills provided free of cost on new and emerging technologies. Students can also access the psychometric tests available on the portal that enable both the students as well as the employers to assess the capabilities and natural strengths of the students to match their talent with relevant job opportunities in the industry.

Naan Mudhalvan provides free employment-linked skill development training to the Youth in the age group of 18-35 years across the state, fully funded by the Govt. of Tamil Nadu through TNSDC. These industry-relevant skill training are provided through empaneled global/national training partners across the state in different sectors like IT & ITeS, Healthcare, Media & Entertainment, Green jobs, Retail, Construction, Electronics and Hardware, BFSC, Logistics etc.

Naan Mudhalvan desires to engage complementing technical skills from the market to augment the inhouse team for various tasks related to design, develop, test, migrate & make live additional / newly envisaged modules and manage the day-to-day operation of the solution/s. The team would be operating under direct supervision of Naan Mudhalvan team.

TNSDC Portal

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The Skill Management Portal (www.tnskill.tn.gov.in) is a centralized system in the State for converging all the skilling activities. The skill registry of TNSDC Portal is repository of skilled manpower available across the entire State covering both State and Central schemes which will benefit both trained candidates and private employers. Any candidate looking for employability by upgradation of their skills can register in this portal using their Aadhaar Number and has liberty to choose suitable course, location of training centre.

The candidate certificate and mark sheet is provided with unique QR code which can be authenticated by any QR Code Scanner application to validate the details. The process of empanelment of Training Partner / Training Centre, batch creation and target allocation, disbursement through Public Financial Management System (PFMS) system is entirely done in online mode. All trainees are Aadhaar validated to ensure no duplication and system ensures accurate disbursement of funds to all the stakeholders.

Inspection and assessment module follows all the norms of National SkillsQualifications Framework (NSQF) of NSDC and it is a Geo Tagging enabled inspection mobile application

8.3 Technology Stack

8.3.1 Application Stack

Naan Mudhalvan Portal

- Vue.JS – nuxt framework
- Python – Django Framework
- PostgreSQL
- React JS
- php, Codeigniter
- Mongo DB

Module	Technology
Landing	Vue.JS – nuxt framework
User Portal	Vue.JS
	Python – Django framework
	Postgresql
Reporting Dashboard	Codeigniter – PHP

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Service Desk	Core PHP
	MySQL
Job Portal	Codeigniter – PHP
	MySQL
TNSkills	HTML
	Node
	Mongo

TNSDC Portal

- HTML 5, Bootstrap, JavaScript, jQuery
- Dot Net MVC
- Web API
- SQL Server and MySQL
- Microsoft Navision
- PHP – Core Framework

8.3.2 Server Infrastructure

Naan Mudhalvan Portal

S. No.	VM Name	RAM	CPU	Storage (GB)
		Allocated (GB)	Allocated	Allocated (GB)
1	TNSDC-WebServer 1	32	16	512
2	TNSDC-WebServer 2	32	16	512
3	TNSDC-WebServer 3	32	16	512
4	TNSDC_DB	128	64	1024
5	TNSDC_APP 1	64	32	512
6	TNSDC_APP 2	64	32	512
7	TNSDC_APP 3	64	32	500
8	TNSDC_TNSKILLS APPServer	8	4	250
9	TNSDC-JobPortal-DB	32	64	500
10	TNSDC-StagingServer	64	32	512

TNSDC Portal

S. No.	VM Name	RAM	CPU	Storage (GB)
		Allocated (GB)	Allocated	Allocated (GB)
1	TNSDC_APP1	16	4	OS-250 Data-400
2	TNSDC_APP2	16	4	250

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3	TNSDC_APP3	16	4	250
4	TNSDC_DC	8	2	250
5	TNSDC_HR_DB1	16	4	250
6	TNSDC_FIN_DB1	32	8	OS-100 Data-650
7	TNSDC_FIN_DB2	32	8	OS-100 Data-900

8.4 Functional Requirements of the Naan Mudhalvan Portal:

The existing Modules in the Naan Mudhalvan Portal and their functionalities are listed below.

Vendor expected to maintain the existing portal and add any additional functionalities as required.

S.No	Modules	Requirement for the modules
1	Bi-lingual (English & Tamil) Landing Page	
2	Registration Module – Colleges & Students	<ul style="list-style-type: none"> • Database modelling • Admin inviting college with bulk option • College accepting invitations • College inviting students with bulk options • Students accepting invitations • Backend APIs • Frontend design to code • Backend API integrations on frontend • Email integration
3	Payment Integration	<ul style="list-style-type: none"> • Database modelling • Dynamic college fee based on the college type • Dynamic student fee based on student type • APIs development • API integration on frontend
4	LMS integration	<ul style="list-style-type: none"> • API guidelines research • API guidelines development • API development
5	Job portal Integration	<ul style="list-style-type: none"> • Fetch jobs based on category • Fetch jobs based on companies with count • Fetch types of jobs with available count • Frontend integration
6	Administrative Dashboard	<ul style="list-style-type: none"> • List of colleges with filter by type , district , pagination , search with name • List of students with filter by college , district , pagination and search with name • College dashboard • NM admin dashboard
7	Module to Register Arts & Science Students	<ul style="list-style-type: none"> • Data dump scripts • Auto username creation for college • Auto username creation for students • College invite script • Bulk college invite script • student invite script • Bulk student invite script • SMS integration • Verify students and reporting flags in database

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8	Psychometric Partner Integration	<ul style="list-style-type: none"> • MMM integration • Psychometric framework guidelines • Psychometric API development • HireMee integration with a framework (Guidelines) • Consulting hours with MMM • Consulting hours with Hiremee
9	EOI Module for Industry and admin Provision/Dashboard	<ul style="list-style-type: none"> • EOI page developed • Integrated EOI into the main portal for the user and admin access
10	Enhancement in Invitation Module	<ul style="list-style-type: none"> • Resend college reinvite • Resend student reinvite • Various college scripts • Various student scripts • Tech issues resolving (data related) • Temporary roll number option
11	Skill Offering Module	<ul style="list-style-type: none"> • Static table with filter by specialization • Dynamic table with filter by category and specialization • Redesign of skill offering with free, paid, online, offline workflow • LMS courses integration on skill offerings • Skill offering data load up scripts • Custom integration with for few partners • Technical consultant meeting with knowledge partners
12	Data Cleaning – University, College, Category cleaning etc.	<ul style="list-style-type: none"> • Clean 430 Branches data • Clean University, College • Clean 1.5 lakh student data to date for Autonomous • Clean 2 lakh student data for Engineering • Segregate 372 colleges into zones
13	Mandatory Course Module	<ul style="list-style-type: none"> • College dashboard to allocate students to course • Script to load mandatory courses for sem and branches • Free, free unlimited paid courses in mandatory courses • Custom progress tracking modifications • Assessment data update • Scripts to modify mandatory courses count and type data • Report to get subscription count • Student mandatory courses page - web • Student mandatory course page - mobile • Custom pages for some partners • Technical support for knowledge partners for integration (round the clock)
14	Industry Partners	<ul style="list-style-type: none"> • Login Page • Dashboard to view the students • Dashboard to post the jobs

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15	Finishing School	<ul style="list-style-type: none"> ● Registration workflow for finishing school students ● Finishing school partners dashboard ● Student applying workflow for FS programs ● FS partners applied students list with filters and update action
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TNSDC portal functional requirement (www.tnskill.tn.gov.in)

S. No	Module	Services
1	Candidate Module	<ul style="list-style-type: none"> ➤ Candidate Registration (including Aadhaar) ➤ SMS and Email Notifications of upcoming and ongoing training programmes ➤ Consolidation of Aadhaar based Candidates using TNCDW and Employment & Training department. ➤ Candidate Dashboard ➤ Aadhaar enabled Biometric attendance of trainees. ➤ Payment to Trainees ➤ Feedback and Rating for Trainees

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2	Training Providers Module	<ul style="list-style-type: none"> ➤ Training Providers Registration ➤ Training Centers Registration ➤ TC Accreditation and Affiliation ➤ TP/TC can download their Centre's physical inspection report done by Inspection agency or inspector. ➤ Target Allocation / Achievement tracking ➤ Skill based Batch Creation/Allocation ➤ Enrollment of candidates ➤ Aadhaar enabled Biometric Attendance Monitoring of Trainees and Trainers ➤ Monitoring of Training completion, Assessment and Certificate generation ➤ Update of Candidate Placement details ➤ TP dashboard – Number of Candidates enrolled, trained, assessed and placed. ➤ Payment to TPs ➤ SMS and Email Notifications
3	Finance Module	<ul style="list-style-type: none"> ➤ Financial Reconciliation for various payments, penalty and performance tracking ➤ Provision to maintain fees master for courses and other payments. ➤ Month wise Report on TDS Deducted ➤ Report on GO wise expenditure and Balance available in each G.O. ➤ Administration Expense Management ➤ Monthly reports for payment due per TP, per AB, per candidate, with detailed breakup and transportation cost ➤ Budget monitoring and approval ➤ Generation of various reports regarding statutory liabilities like income tax, GST, Professional tax etc. ➤ Generation of various financial statements like trial balance, balance sheet etc. ➤ Integration of financial reports with various physical target Based reports. ➤ HR & Payroll <ul style="list-style-type: none"> • Generate login credentials, manage employee profile • Leave application & approval • Travel claim & reimbursement • Calculation of salary, tax and generation of salary slip

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		<ul style="list-style-type: none">• Capture Aadhaar enable bio-metric attendance• Submit work report➤ Utilization certificate generation.
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4	Inspection Agency & Inspector	<ul style="list-style-type: none"> ➤ Registration of inspectors ➤ Alignment of Centre's for inspection ➤ Inspection scheduling for marking star grading of Centre and surprised as a partof continuous monitoring. ➤ Verify & generate inspection reports
5	MobileApplication development	<ul style="list-style-type: none"> ➤ Access to Regional / District Officers ➤ GPS enabled. ➤ Provision for data entry and update of inspection remarks and upload of inspection reports
6	Integration with Assessmentagencies (SSC/SCVT)	<ul style="list-style-type: none"> ➤ Online registration of Assessing bodies ➤ Assessment scheduling / Assessor allocation& Certificate Generation ➤ Upload results and certification tracking ➤ SMS/Notification to District Skill development officers
7	Integration with other relevantdepartments	<ul style="list-style-type: none"> ➤ Other Skill Training Department and Employment & Training <ul style="list-style-type: none"> • Real time update of Candidates listfor training • Update status after training completion to Skill Registry and JobPortal ➤ Integration with other departments
8	Email / SMS / Payment gateway integration	<ul style="list-style-type: none"> ➤ Integration with Banks, Email and SMSgateway ➤ Payments and Notifications to TPs and Candidates
9	Data Migration	<ul style="list-style-type: none"> ➤ Migration of existing Candidates and TPsto the new portal
10	AEBAS –Attendance monitoring system	<ul style="list-style-type: none"> ➤ Aadhaar enabled Biometric attendancesystem of Trainees and Trainers
11	Admin	<ul style="list-style-type: none"> ➤ Manage TP/TC ➤ Manage TC Accreditation and Affiliation ➤ Approval/ rejection of Job Role recommendation ➤ Generate & view reports for TP/ TC application status. ➤ Manage approval/ rejection of allocated trainee (target) & batch (allocated to TP based on their training Centre's inspectionreport). ➤ Placement Verification &tracking

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		<ul style="list-style-type: none"> ➤ Scheme & batch-wise invoice approval for payment ➤ Notification Module: alerts and notifications related to the module. ➤ Excel upload facility for different skilling schemes run by skilling departments. ➤ Disbursement of stipend to candidate(s). ➤ Monitoring Assessment agency and Inspection agency ➤ Role wise permission enable
12	MIS Reports and Dashboard	<ul style="list-style-type: none"> ➤ It should have analytical dashboard of various skilling schemes considering different parameters like scheme-wise TP / TC, district, taluka, batch, candidate, category, gender, no of enrolled, trained, certified, placed with graphical view ➤ The entire portal needs to be developed with facility to give access and revoke roles to the different users. ➤ Prepare a Monitoring dashboard and MIS to perform Continuous Monitoring of the accredited Centres. This system shall have capability to generate scorecards for each Centre. ➤ To provide list of Training Centre's to be taken up for Scheduled and Surprise Visits based on their Grading and performance, List of Training Centre's approaching renewal of Affiliation /Accreditation ➤ Reports such as number of candidates enrolled, trained, assessed, certified and placed. ➤ Reports like number of TPs, Job role recommended, target allocation, target completion, Placement etc. ➤ Sector/Training course wise reports ➤ Sectoral saturation identification ➤ Data and demand driven target allocation ➤ Data analytics of skill registry sector wise

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		and geographically
13	External API Integration	<ul style="list-style-type: none"> ➤ TNeGA – UIDAI: Integration with TNeGA API for aadhaar verification. This will ensure unique candidate registration, age verification, disbursement to aadhaar seeded bank account of candidate ➤ Bank Integration: Integration with National Bank of India (banks suggested by TNSDC) for fund disbursement to TP, TC and Candidate, Salary disbursement to employees. ➤ AEBAS Integration: For attendance tracking of candidate, we are integrating with NIC. ➤ Employer Portal: Assessment completed and passed candidate details will be shared with employer portal. ➤ MSME: To capture Training Partner/ MSME unit details belonging to Amma Scheme for disbursement module. ➤ PFMS: Candidate's reward is transferred to the bank account linked to the candidate's Aadhaar (PFMS – DBT system). This will avoid disbursement to wrong account. ➤ NSDC: Yet to be initiated. ➤ For candidate dedupe check with PMKVY CSCM/ CSSM Scheme ➤ Sector, Job Role, NOS Master ➤ Bank Details Master ➤ Trained Assessor and Trainers
14	Skill Registry	<ul style="list-style-type: none"> ➤ The Unified Skill registry database will be a one - stop solution for data related to all skill trainings schemes in the state. Facilitated to other Skill training Department skilled candidate details can be uploaded in the login, which provided them.
15	Green Channel	<ul style="list-style-type: none"> ➤ Provision has been given for all Departments in the State of Tamil Nadu to onboard their data into TNSDC and be ➤ linked to our Skill Registry.

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16	Development of new modules	➤ As and when required modification of existing modules, development of new modules are part of the scope of the work
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8.4 Scope of Work:

- The Scope is to identify the Successful bidder for the Enhancement, Operation and Maintenance of the Naan Mudhalvan and TNSDC Portals for the period of 3 year.
- The Operation and Maintenance support broadly includes:
 - Bug Fixing
 - Code Optimization/tuning
 - Data Validation and Correction
 - Reports Tuning
 - Enhancement and modifications
 - Code version control
 - User training and support
 - Training video
 - Security Audit
 - Project management, Impact Analysis, Root cause analysis etc.

Enhancement/Module Development

- Enhancement and the development of any new module will be the responsibility of the vendor. Development of new modules, functionalities, reports etc. to implement/ integrate new business requirements within the existing applications
- Enhancement/Modification of the existing code as per changes in requirements and whenever required by the Tamil Nadu Skill Development Corporation

Bug Fixing

- Fixing of Bugs identified during the contract period.

Code Optimization/tuning

- Review and modification, if required, of existing code as mentioned in the section 8.3.1, so as to increase the efficiency of the application. A detailed report of proposed changes and risks involved along with the implications should be handed over to the Tamil Nadu Skill Development Corporation and approval has to be sought before making such necessary changes as and when requires or given.

Data Validation/Correction

- As and when required, data validations/ corrections should be carried out to enable smooth operations of the TNSDC. However, while carrying out any data updation, maintaining data integrity will be the prime responsibility of the Successful bidder. Successful bidder should also identify the type & nature of data errors and reports should be handed over to the TNSDC.

Impact Analysis:

- While carrying out any changes in the code level or in the data, it would be the prime responsibility of the Successful bidder to do the sufficient impact analysis before carrying out the changes so that the integrity of the corresponding business processes and the data will be maintained.

Documentation:

- All the documents available and updated till the time of start of the contract shall be handed over to the Successful bidder. Successful bidder should maintain these documents viz. system documents, user documents and process documents etc. to their current status. While the documents shall be added with necessary information pertaining to newly added/ developed modules, features and functionalities, same would be updated/ modified for the changes/ modifications carried out in existing modules, features and functionalities. Industry best practices and standards should be followed while preparing/ updating the documents. System Flow charts, Data flow diagrams, Entity Relationship Diagrams (ERDs) should be updated wherever required

Version Control Management:

- The Successful bidder should bring in version control management system and

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maintain the application software by versioning and maintaining track of all the changes made to the software. At the end of each quarter and at the end of contract period, the vendor would hand over the latest and updated source code along with all the versions and documentation to the TNSDC.

Audit Gap Closure:

- The Successful bidder is expected to undertake remedial action for all alerts /audit findings / observations /guidelines raised by the /security system.
- The Successful bidder is also expected to extend its support during third party audit. During the audit period, necessary support shall be provided to co-ordinate with auditors and subsequently based on the audit report make necessary changes in or upgrade the Application Desired Skill set of resource allocated

Training & User Support:

- The Successful bidder should provide on- going user support to help users overcome operational/ technical issues on day-to- day basis and also should train the Tamil Nadu Skill Development Corporation in case if any new modules developed.

Web Portal Security & Performance Monitoring:

- The Successful bidder shall maintain the integrity of the site against spam, ransom ware, hackers and electronic attacks via firewalls, security software and passwords. As indicative List is provided below:
- Real Time and Zero Day Patching
- Monitor Changes to SSL Certificates
- Actively detect and remove Malware and prevent intrusions
- Web performance analysis , Tuning of Database and Operating System
- Patch Updates etc.

The Successful bidder is also required to perform the following activities but not limited to:

- The Application is deployed in the Tamil Nadu State Data Centre

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- The URL of applications are www.nannmudhalavn.tn.gov.in and www.tnskills.tn.gov.in. The bidder may visit the mentioned URL to understand its features. TNSDC will provide the complete source code for web portal of Naan Mudhalvan and TNSDC.
- The bidders should undertake all required improvements in the existing application and incorporate in the newly upgraded application.
- The bidders should also responsible for the Data backup and Disaster management recovery.
- The scope consists of the comprehensive regular timely operations, maintenance, CR implementation, H/W, and S/W installation & support, commissioning of H/W and S/W components, managing the system alerts & events, SSL implementation and maintenance, etc.
- The hardware infrastructure will be taken care by TNSDC.
- Apart from the above, the following detailed activities should be performed one or more times based on the requirement.
- Takeover the present application (software, licenses, etc.)
- Study and analyze the architecture, framework, and tools.
- The bidder shall upgrade/enhance and maintain the application to deliver content-rich, customizable, dynamic, theme-based, high-performance, and secured web portal.
- Bug fixes and updates or the underlying software stack.
- Server-side activities required for proper functioning, but not limited to: configuration, fine-tuning, optimization, scripting, and addition/soft deletion/updation of features for the applicable web server(s), application server(s), database server(s), etc.
- Identification of Preventive and corrective measures with the respect to the changes occurring.
- Maintain a log for the operations being done which can be used for further action.

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- Support in bug fixing and Re-deployment during Security Audit until clearance certification is received. (However, TNSDC will bear the cost for carrying out the IT Security audit of the portal).
- Web Content Management (Convergence from various websites like Digital India etc.).
- Updation of patches should be carried out within 15 days from the date of announcement of the patch by OEM (in the case of High Critical Vulnerabilities).
- The web portal is to be audited through Standardization Testing and Quality Certification (STQC) to ensure the GIGW compliances.
- The Successful Bidder must ensure that not violate any copyright law related to images, templates, code, etc.
- Successful Bidder should provide the required support while server configuration, server shifting, etc.,
- If the Tamil Nadu Skill Development Corporation desires for development of new modules, web pages, etc., or any changes to be carried out in the existing modules the successful Bidder should ensure the following security features: -
 - Free from top Vulnerabilities
 - Captcha to be implemented, wherever required, to prevent password cracking tools.
 - The secure mechanism of changing the password is a lost/forgotten scenario.

8.5 Application Support

- a. The selected team's responsibilities during this phase would include:
 - i. Provide technical support to resolve any issues logged by internal and external stakeholders through the Internet / Helpdesk/Email.
 - ii. Engage in patch management, testing and installation of software upgrades issued by the OEM/vendors from time to time.

8.6 Software Change management

- a. Making enhancements / modifications to the application including Web-

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Application arising from changes in legislation or regulations or change in user requirements or any other factors.

- b. Any change to the application from the System Requirements specification document agreed and signed-off by the Department. The Successful Bidder is expected to adopt the relevant procedures, protocols and standards of a mature Software Development Life Cycle (SDLC) including (but not limited to) the following for any enhancement / amendment done to the application during the course of the Project.
 - i. Feasibility study / Proposal for change
 - ii. Requirement study
 - iii. Design
 - iv. Development
 - v. Unit and Integration testing
 - vi. User acceptance testing
 - vii. Rollout
- c. Before proceeding to the next phase, the Successful Bidder shall ensure that formal approval of the Skill Development Corporation /TNSDC for deliverables (including documentation) is obtained.
- d. Even for enhancements/amendments to the application, the Successful Bidder will be required to prepare all documentation applicable as otherwise done for the Application as per industry standards. This includes but not limited to
 - Change request logs
 - Design documents
 - Test documents

8.7 Software Documentation

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

9. Non-Functional Requirements

- a. Bug fixes and updates to the asset or the underlying software stack.
- b. Bidder is required to provide scheduled operations 24 hrs. a day, 7 days a week, for the Application.

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- c. The bidder is required to provide 99% system availability uptime measured over a calendar month based on Service Hours of 24/7/365 for the core modules.
- d. The bidder shall provide SLA metrics for database backup, recovery and maintenance.
- e. The bidder shall support resolution times for reported incidents as follows: -
 - i. Level 1 Severity - 4 hours
 - ii. Level 2 Severity - 8 hours
 - iii. Level 3 Severity - 16 hours
 - iv. Level 4 Severity - Next release

9.1 Security Audit

- a. The security audit shall be carried out by the empanelled vendors of TNSDC. The successful bidder should clear the issues (Non-Conformity) reported by the IT security audit agency. After the compliance certificate issues by the IT security audit agency, the Web Application will be deployed in the SDC cloud environment. The cost of Security Audit shall be paid by TNSDC.
- b. The SSL to be obtained from ELCOT and other related activities pertaining to installation & maintenance of SSL certificate belongs to successful bidder. The payment for the procurement of SSL will be made by the concerned PSU i.e. Skill Development Corporation

10. SLA Monitoring and Warranty

10.1 Service Level Agreement

- a. The Web Application should be developed, deployed and hosted at the central server. Necessary application level support should be mainly at the server side. However, client level support shall be required when the issues are reported by TNSDC.
- b. The successful bidder shall ensure system uptime more than 99%. The uptime will be monitored on a quarterly basis.
- c. The initial contract is for a period of 12 months (1 year), based on the performance of the successful bidder and upon mutual agreement of both parties the work order will be released respectively for 2nd and 3rd year. The SLA will be monitored during this period.
- d. The successful bidder will maintain logs for the entire contract period.

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Sl. No.	Service	Expected service Level target	Penalty
1	System support – System Availability	99% uptime	<p>a) 95% to 98.99%: 1% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount.</p> <p>b) Less than 95%: 2% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount.</p> <p>c) Beyond 10% penalty for the milestone, the Tamil Nadu Skill Development Corporation may take a decision as per the exit clause.</p>
2	Concurrent users	100000	<p>a) For <100000 and >70000 concurrent users:1% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount.</p> <p>b) For < 70000 concurrent users: 2% of milestone payment amount for every week from the date of SL slippage with a cap of 10% of milestone amount.</p> <p>c) Beyond 10% penalty for the milestone, the Tamil Nadu Skill Development Corporation may take a decision as per the exit clause.</p>
3	Response Time for the Forms in Application	1 second	<p>a) For < 2.00 second: No penalty</p> <p>b) For > 2.00 sec and < 3.00 seconds: 1% of milestone payment amount for every week from the data of SL slippage with a cap of 5% of milestone amount</p> <p>c) For >3.00 seconds: 2% of milestone payment amount for every week from the data of SL slippage with a cap of 10% of milestone amount</p>

10.2Change Request

- All change requests that may be required for any reason by the Tamil Nadu Skill Development Corporation shall be made in accordance with the procedures to be established by the Tamil Nadu Skill Development Corporation in this regard. The Bidder shall ensure nil downtime of software, prompt execution of customization and enhancement requirements, version control mechanism and also to develop smooth upgrades and version changes, ongoing training and feedback mechanism.

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- During the O & M period, if any minor/major changes in the existing features arise or if any module to be developed afresh the nature & requirement will be assessed by TNSDC and it will be part of the scope of work. No additional CR will be allowed.

11. Intellectual Property Rights (IPR)

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

12. Review and Monitoring

- a. The successful bidder should be accountable to Skill Development Corporation for successful Maintenance of the Web Application. TNSDC/ Skill Development Corporation will hold a scheduled review meeting and the Successful Bidder should report the progress to Skill Development Corporation and adhere to the decisions made during the review meeting.

13. Exit Clause

- a. At the time of expiry of the contract period, as per the contract between the parties, the successful bidder should ensure a complete knowledge transfer to the new professional replacing them within a period of 4 weeks. The successful bidder at the time of exit process will supply the following.
 - i. All information relating to the work rendered
 - ii. Project data and confidential information
 - i. All other information including but not limited to documents, records and agreements relating to the services reasonably necessary to Skill Development Corporation or any other agency identified to carryout due diligence in order to transition the provision of services to Skill Development Corporation or any other agency identified.
 - ii. All properties provided by Skill Development Corporation shall be returned.
 - iii. The web portal/ software application as on date at the end of O&M (including source code, User manual, software build and release

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

- iv. Before the date of exit, the successful bidder shall deliver to Skill Development Corporation all new and updated deliverables and shall not retain any copy thereof.

14. Payment Terms

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

S.No.	Description	Percentage of payment (upon certification from TNSDC)
1	O&M for the 1 st quarter	25% of the value of Contract (Mentioned in the Work Order)
2	O&M for the 2 nd quarter	25% of the value of Contract (Mentioned in the Work Order)
3	O&M for the 3 rd quarter	25% of the value of Contract (Mentioned in the Work Order)
4	O&M for the 4 th quarter & Exit Management as mentioned in clause 13	25% of the value of Contract (Mentioned in the Work Order)

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

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APPENDIX – I: Bank Guarantee Format

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

To

The Managing Director,
Tamil Nadu Skill Development Corporation,
8th Floor, CMRL Building,
METROS, No.327,
Anna Salai, Nandanam,
Chennai - 600035

Bank Guarantee No:

Amount of Guarantee:

Guarantee covers from:

Last date for lodgment of claim:

This Deed of Guarantee executed by (Bankers Name & Address) having our Head Office at(address) (hereinafter referred to as “the Bank”) in favour of MD, TNSDC, registered under Section 25 of the Companies Act,1956 and wholly owned by Government of Tamil Nadu and having its Registered office at TamilNadu Skill Development Corporation, 8th Floor,CMRL Building,METROS,No.327,Anna Salai,Nandanam,Chennai-600035 (hereinafter referred to as “the Beneficiary”) for an amount not exceeding Rs._____/-(Rupees _____ Only) as per the request of M/s. _____having its office address at _____ (hereinafter referred to as “Successful Bidder”) against Letter of Acceptance reference _____ dated __/__/____ of M/s. TNSDC for Selection of Development team for the enhancement, operation and maintenance of Naan Mudhalvan Portal for Tamil Nadu Skill Development Corporation(Tender Reference Number: TNSDC/NM-2/IT/2024). This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs._____/-(Rupees _____ Only) and the guarantee shall remain in full force upto ___ months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before ___months from the date of Bank Guarantee.

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

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

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

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

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

Witness:

(Signature)

(Name in Block Letters)

APPENDIX – II: Model Form of Contract

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

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

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

BETWEEN

Tamil Nadu Skill Development Corporation, Section 25 of the Companies Act, 1956 and having its Registered Office at 8th Floor, CMRL Building, METROS, No.327, Anna Salai, Nandanam, Chennai - 600035, being the Service recipient (hereinafter referred to as “TNSDC” which expression shall unless repugnant to the context mean and include its successors and assigns) on behalf of Government of Tamil Nadu of the FIRST PART.

AND

....., a firm represented herein by, agedyears and having its Registered office at(hereinafter referred to as “Successful Bidder” which expression shall unless repugnant to the context mean and include its successors and assigns) of the SECOND PART.

Whereas, TNSDC invited a tender vide **Tender Ref: TNSDC/NM-2/IT/2024 for Selection of Firm/Organization to supply Development team for Naan Mudhalvan and TNSDC Portals for Tamil Nadu Skill Development Corporation, Tamil Nadu** as per the Scope of Work Clause 8 prescribed in the Tender document.

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

NOW THEREFORE

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

1. Purpose

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

2. Definition

- a. For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Successful Bidder in violation of this Agreement)
- i. is lawfully acquired by the Successful Bidder from an independent source having no obligation to maintain the confidentiality of such information
 - ii. was known to the Successful Bidder prior to its disclosure under this Agreement
 - iii. was or is independently developed by the Successful Bidder without breach of this Agreement
 - iv. is required to be disclosed by governmental or judicial order, in which case Successful Bidder shall give the TNSDC prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the TNSDC to seek a protective order or other appropriate remedy at TNSDC’s sole costs.
- b. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

3. No Licenses

- a. This Agreement does not obligate either party to disclose any particular

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

4. Disclosure

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

5. Return or Destruction Of Confidential Information

- a. The parties agree that upon termination/expiry of this Agreement or at any time during its currency, at the request of the TNSDC, the Successful Bidder shall

promptly deliver to the TNSDC the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Successful Bidder or its Affiliates or Directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

6. Independent Development and Residuals

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

7. Injunctive Relief

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

8. Non-Waiver

- a. No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

9. This Contract shall remain in force during the Contract period of 12 months as per the Deliverables and Scope of work from the date of signing of this contract. TNSDC may renew/extend the contract for a further period as may be agreed between the parties.

10. The Successful Bidder agrees to deliver the services as per the scope indicated in the Tender Scope of Work Clause 8 of this Tender within the stipulated period

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prescribed by TNSDC at the cost arrived at in the PRICE BID. This cost is firm and not subject to enhancement.

11. The Contract or any part share of interest in it shall not be transferred or assigned by the Successful Bidder directly or indirectly to any person or persons whomsoever without the prior written consent of TNSDC.
12. Neither TNSDC nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:
 - a) Natural phenomena including but not limited to earthquakes, floods and epidemics.
 - b) Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared.
 - c) Accidents or disruptions including, but not limited to fire and explosions.
13. The RFP document in relation with this RFP shall be deemed to form and be read and construed as part of this Contract. The Tender enclosures, the offer submitted by the Successful Bidder, the finalized Terms and Conditions and the LoA/Work Order respectively will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the RFP document, the final negotiated offer conditions shall prevail over the tender conditions furnished by the Successful Bidder.
14. **Liquidated Damages (LD)**
 - i. The Bidder must strictly adhere to the implementation schedule, specified in the work order issued by TNSDC to the successful Bidder for performance of the obligations arising out of the Work order and any delay will enable TNSDC to resort to any or both of the following:
 - a) Claim liquidated damages at 0.5% of the contract Value for delayed performance per week of such delay and the Maximum LD applicable is 10% of the contract value. However, LD clause will not be applicable if the delay is not due to issues related to the vendor.
 - b) In case of the termination of the work order by TNSDC due to non- performance of the obligations arising out of the work order, the Earnest Money Deposit / Security Deposit will be forfeited.
 - ii. In addition, TNSDC reserves the right to award the work to any other party / parties and the loss / expenses incurred thereafter will be recovered from the

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Successful Bidder.

- iii. Penalty will be levied if the Assigned work has not been completed in full within the stipulated period subject to Force Majeure conditions.
- iv. The Tender Schedule enclosures, the detailed final offer of the Successful Bidder and the LoA/Work Order will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the work order, the latter shall prevail over the offer conditions furnished by the Successful Bidder.
- v. Notwithstanding anything contained in the penalty clause, TNSDC reserves the right to blacklist the Successful Bidder from taking part in any of the procurement operations of TNSDC for a minimum period of three years from the date of blacklisting for failure to carry out supply in time or according to the quality and quantity prescribed or any such similar reasons. This penalty shall be over and above all other penalties. Such bidders would be automatically banned for 3 years from taking part in TNSDC's Tenders.

15. Service Level Agreement

- a) The Web Application should be developed, deployed and hosted at the central server. Necessary application level support should be mainly at the server side. However, client level support shall be required when the issues are reported by department.
- b) The successful bidder shall ensure system uptime more than 99%. The uptime will be monitored on a quarterly basis.
- c) The initial contract is for a period of 12 months (1 year), and can be extended to another 12 months on mutually agreeable terms subject to maximum of 3 years. The SLA will be monitored during this period.
- d) The onsite support persons shall handle the service calls and comply with the SLA. Any bugs or errors beyond the level of onsite support, the service shall be escalated to the back office team for rectification.

16. Payment Terms

- a. No advance payment will be paid. Stage-wise payment will be released based on the milestone deliverables completed, Satisfactory Performance Report, Regular Attendance Report approved by Skill Development Corporation .
- b. The payment will be released in stages on achieving the following milestones.

S.No.	Description	Percentage of
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		payment(upon certification from TNSDC)
1	O&M for the 1 st quarter	25% of the value of Contract (Mentioned in the Work Order)
2	O&M for the 2 nd quarter	25% of the value of Contract (Mentioned in the Work Order)
3	O&M for the 3 rd quarter	25% of the value of Contract (Mentioned in the Work Order)
4	O&M for the 4 th quarter & Exit Management as mentioned in clause 13	25% of the value of Contract (Mentioned in the Work Order)

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

17. The Successful Bidder shall be liable and / or responsible for the compliance of all Statutory Provisions, especially those relating to Labour Laws in respect of this Contract.

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

- a) Mailing the same by registered mail, postage prepaid, return receipt requested; or
- b) Having the same delivered by courier with receipt acknowledged at the address set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such

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notice shall be deemed to have been served if sent by post on the date when in the ordinary course of post, it would have been delivered at the addresses to which it was sent or if delivered by courier on the date of acknowledgement of receipt.

- 19.** In case of breach of any of the conditions of the contract by the Successful Bidder during the contract period, TNSDC reserves the right to recover costs/liabilities arising directly due to such breach from the Successful Bidder.

20. Termination of Contract

20.1. Termination for Default

- a. TNSDC may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 30 days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to complete any or all of the works within the time period(s) specified in the Contract, or fails to complete the items of work as per the Completion Schedule or within any extension thereof granted by TNSDC; or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder, in the judgment of TNSDC, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b. In the event of TNSDC terminating the Contract in whole or in part, TNSDC may procure the maintenance services upon terms and in such manner as it deems appropriate at the risk and cost of the successful bidder shall be liable to TNSDC for any additional costs for such similar services. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

20.2. Termination of Insolvency

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

20.3. Termination of Convenience

- a. TNSDC may by written Notice, with a Notice period of 30 days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for TNSDC's convenience, the extent to which performance of work under the Contract is terminated, and the date upon

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which such termination becomes effective. On termination, the Successful Bidder is not entitled to any compensation whatsoever.

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

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

Signed by:

(Name and designation) For and on behalf of TNSDC
(FIRSTPARTY)

Signed by:

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

WITNESSES:

1. (for FIRST PARTY)

2. (for SECOND PARTY)

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Bill of Quotation (BOQ)

Sl. No.	Item Description	Quantity	Resource Name	Experience	Basic rate in Rs.(per resource/month)	Total bid price exclu. GST In Rs. (per Year)	Total bid price exclu. GST In Rs. (For 3 Years)
1	2	3			4	5 = (3 * 4) * 12	6 = (5 * 3)
1	Enhancement Operation and Maintenance of Naan Mudhalvan and TNSDC Portals for Tamil Nadu Skill Development Corporation for the period of 3 years						
1.01	Development Lead Full Stack Developer	1					
1.02	Python & Django Back End Developer	1					
1.03	Python & Django – Junior Developer	2					
1.04	VU JS/Java – Front End Developer	1					
1.05	DevOps Engineer/Network Admin	1					

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1.06	DBA/PostgresSQL & mysql & SQL Server	1					
1.07	UX/UI Designer	1					
1.08	Business Analyst	1					
1.09	Senior Lead Developer	1					
1.10	Developer	1					
1.11	Power BI and Report Developer	1					
	Total bid price (1.01)						
	Price discovery items						
I	Additional development charges per man month						
II	Additional development charges per man day of 8 hours						