

**Invitation of**

**Expression of Interest cum Bid (EOI-cum-Bid)**

**From**

**IT Companies**

**For**

**Implementation of an E-Monitoring System for**

**Deen Dayal Upadhyaya Grameen Kaushalya Yojana (DDU-GKY)**

**NABARD Consultancy Services Pvt. Ltd.**

**NABARD Tower,**

**24, Rajendra Place**

**New Delhi-110125**

**January, 2017**

## Notice Inviting Expression of Interest-cum-Bid

NABARD Consultancy Services Pvt. Ltd. (hereinafter referred to as 'NABCONS') invites Expression of Interest-cum- Bid (**EOI-cum-Bid**) from reputed eligible Information Technology (IT) Companies for implementation of E-monitoring system for Deen Dayal Upadhyaya Grameen Kaushalya Yojana, erstwhile Aajeevika Skills Program of Ministry of Rural Development, Government of India (hereinafter referred to as "DDU-GKY").

EOI-cum-Bid documents can be downloaded from the website of NABCONS ([www.nabcons.in](http://www.nabcons.in)) from 06-01-2017 to 06-02-2017 12:00 PM, with a Demand draft or a Bank Guarantee of **Rs.1,40,000/-** (Rupees One Lakh Forty Thousand Only) having validity for a period of three months and not drawn prior to 07 days of the date of submission of bid, to be submitted, at the time of submission of EOI-cum-Bid.

EOI-cum-Bid, duly filled and signed shall be submitted on or before 06-02-2017 between 10:00 AM to 5:30 PM on normal working days, except the last date (06-02-2017) of submission of such EOI-cum-Bid when the time of submission shall be 10:00 AM to 03:00 PM and the EOI-cum-Bid shall be opened on the last day of bid submission (06-02-2017) at 03:00 PM at the above mentioned office address (venue for both the events).

NABCONS reserves the right to direct the participants to provide within a stipulated period, fresh Demand Draft (DD) or extend the validity of expiry of the Bank Guarantee (BG) of the aforementioned amount, in case, the period as to selection process of Eoi-cum-Bid is extended due to any reason whatsoever. In the event of failure to comply this clause, the Eoi-cum-Bid of the concerned participant shall be rejected forthwith and at the same time, NABCONS shall reserve the right to encash the DD/BG at its discretion.

Bid Document No. : NABCONS CO/1711/ERP/2016-17

Date: 06-01-2017

NABARD Consultancy Services Pvt. Ltd  
NABARD Tower  
24 Rajendra Place, New Delhi

## Invitation for Proposals

### 1. Introduction

#### 1.1 Background:

1.1.1 NABCONS has been identified as the Technical Support Agency for DDU-GKY projects on behalf of Ministry of Rural Development (hereinafter referred to as 'MoRD'), Government of India. It has been decided that NABCONS shall ensure proper compliances of Standard Operating Procedures (in short 'SOP') by the Project Implementing Agencies (in short 'PIAs') through an effective Information Technology Platform.

1.1.2 DDU-GKY is a placement linked skill development program. DDU-GKY aims at alleviation of rural poverty through skill development and regular job placement for poor rural youth in the age group of 15-35 years. DDU-GKY is unique in its design under the National Rural Livelihood Mission (in short 'NRLM'). It gives priority to disadvantaged groups such as the SC/ ST/ women/ minorities and people with disability (in short 'PWD'); it focuses on market-led training programs to ensure employability of youth and it emphasizes on partnership with private sector, Non-Government Organisations (in short 'NGOs'), Community Based Organisations (in short 'CBOs') and others for skilling and placement delivery. DDU-GKY is implemented through a 3-tier structure with MoRD at the apex as the policymaking, facilitation and coordination agency; the State Skill Missions (in short 'SSMs') or State Rural Livelihood Missions (in short 'SRLMs') as the state level nodal implementation support agencies and PIAs who serve as the skill and placement providers under the program. The DDU-GKY envisages a central role for SSMs or SRLMs as the case may be in driving the program delivery, its quality and outcomes.

1.1.3 For an effective management, implementation and operation of DDU-GKY, it is proposed to develop a comprehensive software based e-monitoring system. This software system is envisaged to be available as a web portal and must also be mobile/tablet optimized, accessible and fully functional, the same must capture data and documents related to program implementation and operation, support evidence-based decision and policy making and facilitate exchange of information with all the key stakeholders and other skill development programs.

1.1.4 NABCONS accordingly, intends to select and engage an IT Company (henceforth referred to as Software Solution Provider or in short 'SSP') to design, develop and implement software for e-Monitoring System for DDU-GKY. The engagement would be on Software as a Service (in short 'SaaS') model on monthly subscription basis. Further, NABCONS requires that the system be deployed and put to use within a maximum period of (06) **Six weeks from the date of award of Work Order**. Therefore, an IT Company having a suitable IT application ready with it for deployment and requiring very little customization shall be the best fit, provided he is awarded the

Bid finally. Prospective/Interested bidders will channelize through selection process, as per the criteria mentioned below.

### 1.2 Brief description of the Selection Process

NABCONS has adopted a three stage selection process (collectively the "Selection Process") for evaluating the EOI-cum-Bid comprising Pre-qualification Evaluation, Technical Evaluation and Commercial Evaluation. Requisites for Pre-qualification Criteria, Technical Bids and Commercial Bids to be submitted in three separate sealed envelopes. In the first stage, a Pre-qualification evaluation will be carried out as specified in clause 3.1. Based on Pre-qualification evaluation, a list of short-listed participants shall be prepared (hereinafter referred to as First Short List') as specified in Clause 3.1. In the second stage, technical evaluation will be carried out from the First short List in respect of the Technical Bid as specified in Clause 3.2. Based on technical evaluation of such Technical Bid, a list of short-listed Bidders shall be prepared (hereinafter referred to as Second Short list') as specified in Clause 3.2. In the third stage, a commercial evaluation will be carried out from the Second short List in respect of the Commercial Bid as specified in Clause 3.3. A final list combining the scores in the Technical Bid and Financial Bid, shall be prepared as specified in Clause 3.4. The first ranked Bidder from the aforementioned Final List shall be the Selected Bidder ("Selected Bidder"), subject to Clause 3.4. Envelopes containing the Technical Bid and Commercial Bid of the Participants disqualifying in the Pre-qualification evaluation, shall be returned to respective disqualified Participants without opening of the envelopes.

### 1.3 Schedule of Selection Process

Sl. No.	Event Description	Date
1.	Date of publishing the Notice inviting submission of Eoi-cum Bid	6 <sup>th</sup> Jan 2017
2.	Pre- Eoi-cum Bid Meeting	23 Jan 2017
3.	Last date of submission of Eoi-cum Bid	6 <sup>th</sup> Feb 2017- 3:00 PM
4.	Opening of docket for Pre-Qualification Criteria	6 <sup>th</sup> Feb 2017 – 3:00 PM
5.	Opening of Technical Bid	To be decided and will be communicated to shortlisted bidders separately
6.	Opening of Commercial Bid	To be decided and will be communicated to shortlisted bidders separately

### 1.4 Pre- Eoi-cum Bid Meeting

The date, time and venue of Pre- Eoi-cum Bid Conference shall be:

Date: 23/01/2017 Time: 11:00 AM

Venue: NABCONS New Delhi Office

## 1.5 Communications

1.5.1 All communications including the submission of Eol-cum Bid should be addressed to:

Vice President,  
Skills for Livelihood Vertical,  
NABARD Consultancy Services Pvt. Ltd.,  
1<sup>st</sup> Floor, NABARD Tower,  
24, Rajendra Place,  
New Delhi - 110125

1.5.2 Official website of the NABCONS is:

<http://www.nabcons.com>

1.5.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

Eol-cum Bid Notice No. \_\_\_\_\_ Dt. \_\_\_\_\_ for Implementation of e-Monitoring Systems.

## 1.6 Forfeiture of Bid Security Value/ Encashment of Bank Guarantee:

The Bid Security Value in the form of DD/BG submitted at the time of participating the Eol-cum Bid shall be forfeited or encashed as the case may be, if a participant to the Eol-cum Bid fails to comply the following: :

- If the participant/Bidder withdraws its Eol-cum-Bid during the Bank Guarantee (BG) validity period including its extensions or the validity of the Eol-cum-Bid including its extensions, whichever is later; and/or
- If the Selected Bidder, having been notified of its selection fails or refuses to submit the required Performance Bank Guarantee and/or refuses to take up the job in the assigned SSMs/SRLMs; and/or
- does not accept the correction of errors made in the proposal and Bid document; and/or
- If the Selected Bidder fails to sign the Contract within the time stipulated by NABCONS.
- This clause is in addition to applicability of other clauses/stipulations made elsewhere in this EOI-cum-Bid document in respect to forfeiture of Bid Security Value.

## 2 Instructions to Participants/Bidders

### GENERAL

#### 2.1 Scope of Work:

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this assignment are specified in this EOI-cum-Bid (Clause 4.1). In case a Participant/Bidder possesses the requisite experience and capabilities required for undertaking the task, it may participate in the Selection Process either as a legal entity or as lead member of an Association of legal entities (the "Lead Member") in response to this invitation. 'Participant' is the individual or legal entity or Lead Member so termed as 'Participant' till First Short List is published and thereafter, the Participant so shortlisted assumes the role and character of 'Bidder'. 'The EOI-cum-Bid document prescribes the manner who to participate, how to participate, the evaluation details and selection process thereof and other terms and conditions guiding and governing the EOI-cum-Bid. .

2.1.2 Participants / Bidders are advised that the selection of SSP shall be on the basis of an evaluation by the NABCONS through the QCBS (Quality Cum Cost based selection) Process specified in this EOI-cum-Bid. Participants/ Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the NABCONS's decisions are final and binding on the Participants/Bidders and the Participants/Bidders shall not have any right of appeal in any manner whatsoever.

2.1.3 The Participants/Bidders shall submit its EOI-cum-Bid in the form and manner specified in specific sections of the EOI-cum-Bid. The Pre-Qualification shall be submitted in the format provided in Clause 3.1. Technical Bid shall be submitted in the format as prescribed in Clause 3.2 and the Commercial Bid shall be submitted in the format prescribed in Clause 3.3. Upon selection, the Bidder shall be required to enter into an agreement with the NABCONS in the form specified at Schedule- II.

#### 2.2 Pre-Qualification Eligibility Conditions:

2.2.1 Participants must read carefully the minimum conditions of eligibility (the "**Conditions of Eligibility**") provided herein. EOI-cum-Bid of only those Participants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its EOI-cum-Bid, the Participant shall fulfil the following **Pre-qualification criteria**:

<b>Conditions of Eligibility</b>		
<b>S.No</b>	<b>Criteria</b>	<b>Documents required</b>
<b>I.</b>	The IT Company must be incorporated or registered in India under the Indian Companies Act, 1956/2013 and should have been in operation for at least five financial years as on 31st March 2016 in the sphere of software development, design and support.	Certificate of Registration or Incorporation, <ul style="list-style-type: none"><li>• Memorandum of Association</li><li>• Undertaking by Company Secretary/</li></ul>

		Authorised Signatory that all annual statutory filings were filed with the authorities.
<b>II.</b>	The IT Company may associate with other Companies/firms for delivery of services but eligibility requirements will have to be fulfilled by the Lead Member unless otherwise provided in this EOI-cum-Bid document. Also, the EOI-cum-Bid shall be submitted by the Lead Member and the contract shall be signed only with the Lead Member. A Joint Venture (JV) is not allowed.	Memorandum of Understanding between the Lead Member and its associate firm (if any) clearly identifying/describing the responsibilities/obligations of all concerned members, in respect of eligibility and scope of work as required in this EOI-cum-Bid document.
<b>III.</b>	The IT Company or its associate Company/Firm for this assignment should have a team of IT employees capable of development, design, implementation and supporting an IT system similar to that required in this REOI/ A for a minimum period of 2 years.	Undertaking from the Company Secretary or the Authorized Signatory clearly indicating the number of IT employees on its payroll at present.
<b>IV.</b>	The IT Company should have a valid ISO (9001) certification for software design and development.	Relevant certificate for ISO 9001.
<b>V.</b>	The IT Company should have experience in end-to-end implementation of a web based MIS in at least two organizations having at least 100 users. The system should have been in place for at least 01 year from the date of Go-Live.	A copy of completion certificate / letter of satisfactory delivery from client along with client contract details.
<b>VI.</b>	The IT Company should have a minimum turnover of Rs. 120 lakhs during each of the last 03 financial years as on 31st March, 2016 from software development and implementation services.	<ul style="list-style-type: none"> <li>Audited financial statements. Provisional statement certified by Chartered Accountant for 2015-16 in case audited financial statement is not yet prepared. Certificate from Chartered Accountant certifying that the turnover of the company from software development and implementation services was more than Rs. 120 lakhs in each of the previous three financial years.</li> </ul>

		Income Tax Return of last three Assessment Years
<b><u>VII.</u></b>	The IT Company should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this EOI-cum-Bid	Affidavit-cum-Undertaking from the Company Secretary or the Authorized Signatory to that effect.
<b><u>VIII.</u></b>	The IT Company should not have been blacklisted by any Central Government Ministry / State Government Ministry or a Government Department in India.	Affidavit-cum-Undertaking from the Company Secretary or the Authorized Signatory.
<b><u>IX.</u></b>	The IT Company or its associate Company /Firm for this assignment should have an IT application software readily configurable as per the requirements and features described in this EOI-cum-Bid the firm should be ready to deploy the same in NABCONS within six weeks post Letter of Award	<ul style="list-style-type: none"> <li>• Undertaking from the Company Secretary or the Authorized Signatory.</li> <li>• Also, along with the undertaking, a compliance sheet should be submitted identifying each item in the list given under Annexure B "available" or "not available" in respect of the application software proposed by the bidder.</li> </ul>
<b><u>X.</u></b>	<p>The IT Company should provide detailed description of the proposed solution covering the following areas:</p> <ol style="list-style-type: none"> <li>1. Name of the proposed solution</li> <li>2. Original Equipment Manufacturer (OEM) of the proposed solution</li> <li>3. Platform., System Software and middleware used in the proposed solution (Details of Operating System, Relationship Database Management System (RDBMS) and other middleware to be provided)</li> <li>3.1 Combined Market Share of all versions of the proposed Server Operating System should be at least 10% of the overall global Server Operating System Space</li> <li>3.2 Combined Market Share of all versions of the proposed RDBMS should be at least 10% of the overall global RDBMS Space</li> <li>4. Expected implementation timelines (maximum 06 weeks)</li> <li>5. Programming language used/ to be used for customization of the solution</li> </ol>	<ul style="list-style-type: none"> <li>• A write-up detailing the technical aspects of the proposed solution and the proposed timelines for implementation.</li> <li>• An undertaking from the bidder declaring that the Server Operating System and the Relationship Database Management System proposed by them has a market share of at least 10% in the entire global Server OS and RDBMS space.</li> </ul>

Please note that every page of the proposal shall be properly numbered, duly signed and stamped by authorized personnel of the IT Company. The signatory must be



authorized through a board resolution or power of attorney from the board and a self-attested copy of the same has to be submitted as a part of the EOI-cum-Bid. No loose documents would be accepted and the EOI-cum-Bid should be properly bounded. EOI-cum-Bid containing loose documents or overwritten documents are liable to be rejected without any explanation or further correspondence.

### **2.3 Number Of EOI-cum-Bid :**

No Participant can submit more than one EOI-cum-Bid. The members forming the Association are for all purposes to be treated as single entity.

### **2.4 Right to reject any or all EOI-cum-Bid**

2.4.1 Notwithstanding anything contained in this EOI-cum-Bid, NABCONS reserves the right to accept or reject any or all EOI-cum-Bid and/or annul the Selection Process at any point of time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.4.2 Without prejudice, NABCONS reserves the right to reject any EOI-cum-Bid of any Participant if:

(a) At any time, a material misrepresentation is made or discovered, or

(b) The Participants/ Bidder does not provide, within the time specified by the NABCONS, the supplemental information as may be sought by NABCONS for evaluation.

Misrepresentation/ improper response by the Participants/ Bidder may lead to the disqualification of the Participants/ Bidder. If the Participants/ Bidder is the Lead Member, then the entire association may be disqualified / rejected. If such disqualification / rejection occurs after the Technical Bid and/or the Financial Bid have been opened and the highest ranking Bidder gets disqualified / rejected, then NABCONS reserves the right to consider the next ranked Bidder, or take any other measure as may be deemed fit in the sole discretion of NABCONS, including annulment of the Selection Process.

### **2.5 Integrity Pact:**

As part of the Response to the EOI-cum-Bid, all Bidders have to necessarily enter into an Integrity Pact with NABCONS in the format indicated in Annexure F. The EOI-cum-Bid not accompanying the signed Integrity Pact shall be summarily rejected.

### **2.6 Submission of EOI-cum-Bid:**

2.6.1 Participants should submit the EOI-cum-Bid well in advance on or before the EOI-cum-Bid submission time as prescribed. Application of Participants who do not fulfil the prescribed criteria shall be rejected without assigning any reason.

2.6.2 A standard Technical Bid format has been provided with the EOI-cum-Bid Document to be filled by all the Participants. Participants/Bidders shall necessarily submit their Technical Bids in the format provided and any deviation to the format shall lead to rejection of the EOI-cum-Bid of such Participants/Bidder.

2.6.3 A standard Commercial Bid format has been provided with the EOI-cum-Bid document to be filled by all the Participants/Bidders. Bidders shall necessarily submit their Commercial Bids in the format provided and no other format will be acceptable. Participants/Bidders are required to download the file and quote the amount on hard copy downloaded from the site.

2.6.4 The outer envelope will contain three separate sealed envelopes, one clearly marked with **“Pre-Qualification document for Implementation of e-Monitoring System”**, the second marked with **“Technical Bid for Implementation of e-Monitoring System”** and the third clearly marked with **“Commercial Proposal for Implementation of e-Monitoring System”**.

## 2.7 Evaluation process

2.7.1 Only those EOI-cum-Bid (comprising all the three envelopes mentioned above) received on or before the stipulated date and time as aforementioned responding to the EOI-cum-Bid will be considered for evaluation stage-wise.

2.7.2 The EOI-cum-Bid shall be submitted in single stage.

2.7.3 Only those Participants who have cleared evaluation of Pre-Qualification Criteria as per clause 3.1 will be shortlisted for the evaluation of Technical Bids. Bidders who have cleared evaluation of Technical Bid will be shortlisted for evaluation of Commercial Bid.

2.7.4 The evaluation of Technical Bid and Commercial Bid will be on 70:30 basis respectively. It is clarified further, that 70% weightage shall be given in Technical Bid and 30% weightage shall be given in Commercial Bid.

## 2.8 PAYMENT TERMS

2.8.1 The offer of price against the services to be provided by SSP shall be in Indian Rupees, exclusive of all applicable taxes and duties such as Excise, Sales, Customs, Services tax, any other Government Tax/Levies/Charges, as are applicable from time to time. The taxes shall be charged as applicable on the date of raising invoice. Payment for the software services would be on a monthly basis after the completion of each calendar month.

2.8.2 The invoice for the payment to be raised only for the number of Training centres which are under operation for the particular calendar month, either for the whole month or a part of the month.

2.8.3 The number of Training centres may change and the payment will be made proportionate to the Training centres where training is ongoing in that month.

2.8.4 The **“Centers Under Operation”** in a particular month will be the sum of all Training centres where training is on-going, or was operational for a part of the month and was closed during the month or a Training centres for which due diligence request has been approved by CTSA till the end of day (E.O.D) of the last working day of the particular month. However, bidder has to store complete data of training Training centres in the system till the completion of contract for the purpose of generation of reports & MIS.

2.8.5 All payments would be subject to tax deduction at source as per the statutory requirements.

2.8.6 Penalties, if any shall be adjusted against subsequent payments.

**General Terms and Conditions:**

The following are the terms and conditions in respect of implementation of e-monitoring system for DDU-GKY, for which, NABCONS has been appointed as a Technical Support Agency.

- 2.9 All documents submitted as part of EOI-cum-Bid should be properly authenticated with seal and signature of the Participant concerned, supported by letter of authority/power of attorney of the Participant in favour of the authorised signatory.
- 2.10 Mere fulfilment of all the stipulation as contained in the EOI-cum-Bid document, terms and conditions mentioned in the EOI-cum-Bid document does not confer any right on the Participants on acceptance of their application.
- 2.11 The Participant should submit all the documents specified in Pre-Qualification Criteria proposal. In the absence of these documents, the EOI-cum-Bid is liable for rejection against such Participant.
- 2.12 The Selected Bidder shall enter into an Agreement with NABCONS for execution of the work under this EOI-cum-Bid.
- 2.13 NABCONS reserves the right to forfeit the Bid Security Value of Selected Bidder in the event of premature withdrawal from the EOI-cum-Bid or in the event the Selected Bidder fails to execute the Agreement after acceptance of the Bid. The decision taken by NABCONS in this regard shall be final and binding on such Selected Bidder.
- 2.14 Penalty as may be deemed proper by NABCONS shall be levied on successful bidders who do not execute the work according to the modules and time limit specified in the Work Order.

**Confidentiality:**

NABCONS and SSP agree that all Intellectual Property, including but not limited to the Source Code, object codes, content of unpublished patent applications, inventions, algorithms, know-how and ideas, that it obtains from the other and all other business, technical and financial information it obtains from the other are the confidential property of the disclosing party if identified as such at or before the time of the disclosure ("Confidential Information"). All source and object code, documentation and underlying inventions, content of unpublished patent applications, algorithms, know-how and ideas provided by the SSP to NABCONS at any point of time during the Term of Agreement are hereby identified as SSP's Confidential Information. Except as expressly and unambiguously allowed herein, NABCONS will hold in confidence and not use or disclose any Confidential Information and shall similarly bind its employees and SSP.

**Force Majeure:**

In case either party is prevented from performing any of its obligations due to any cause beyond its control, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other party of any such factors or inability to perform and

resume performance as soon as such factors disappear or are circumvented. Decision of NABCONS in this regard shall be final and shall not be questioned in arbitration or other legal proceedings.

**Dispute Resolution:**

In case any dispute arises between the Parties, the same shall be resolved by consultation. If the dispute has not resolved through consultations within fifteen days (15 days) after one Party has served written notice on the other Party requesting the commencement of such discussions, either party may in writing demand that the dispute be finally settled by the arbitration in accordance with Arbitration and Conciliation Act, 1996. The sole arbitrator shall be appointed by Party A in case of dispute raised by Party A, from the panel of three persons nominated by Party B. Similarly, the sole arbitrator shall be appointed by Party B if dispute is raised by Party B from the panel of three persons nominated by Party A. The language of the Arbitration shall be English and the arbitrator shall be fluent in English. The arbitrator should be person of repute and integrity and place of arbitration shall be 'New Delhi'. Work under the Agreement shall be continued by the selected SSP during the arbitration proceedings unless otherwise directed in writing by NABCONS or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained and save as those which are otherwise explicitly provided in the Agreement, no payment due, or payable by NABCONS, to the SSP shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

**Limitation of Liability:**

Notwithstanding anything to the contrary elsewhere contained in this Agreement, neither Party shall, in any event, regardless of the form of claim, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, However, the foregoing shall not include any loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages, unless the same is attributable to the cause of such party.

Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the aggregate liability of SSP under the Agreement shall not exceed the amount of Subscription Fee actually paid by NABCONS for services availed. Provided, that aforesaid limiting of liability shall not be applicable in respect of claims arising as a result of infringement of Intellectual Property Rights of a third party.

**Right to Accept/Reject the bid:**

NABCONS reserves the right to accept or reject any application submitted/participation in response to this EOI-cum-Bid and to annul the selection

process at any point of time prior to issuance of Letter of Award, without thereby incurring any liability to the affected SSP or carrying any obligation to inform the affected SSP in respect to the grounds for NABCONS' action. Further, NABCONS reserves the right to withdraw the Letter of Award issued in favour of the Selected Bidder prior to execution of the Agreement, in the event of any misrepresentation by the Selected Bidder is detected.

**Termination:**

**Default:** If either party breaches any of its material obligations under this Agreement and fails to cure such breach within thirty (30) days following receipt of a notice of default from the other party, the non-defaulting party may terminate this Agreement, effective from the date specified in the notice of default.

**Other Conditions:** A party may immediately terminate this Agreement in its entirety, including the license granted herein, upon written notice to the other party in the event the other party (a) has intentionally disclosed such party's Confidential Information, without prior consent of the disclosing party; (b) makes a general assignment for the benefit of creditors; applies for the appointment of a trustee, liquidator or receiver for its business or property, or one is assigned involuntarily; (c) is subject to a proceeding for bankruptcy, receivership, insolvency, dissolution or liquidation; or (d) is adjudicated insolvent or bankrupt.

**Continuing Obligations:** Termination of this Agreement shall not relieve either party from any obligations accrued through the date of termination. In addition, the terms and conditions set forth in this Agreement, which by their nature would continue beyond termination of this Agreement, including the provision with respect to Confidentiality, shall survive the termination of this Agreement. Within thirty (30) days of termination of the license granted herein, NABARD Consultancy Services Pvt. Ltd. will either certify as to the destruction of the Software Product(s), including all copies thereof, or will return to SSP Software Product(s) and all copies thereof.

Termination by NABARD Consultancy Services Pvt. Ltd:

NABARD Consultancy Services Pvt. Ltd. reserves the right to terminate the contract by providing a two (02) months' notice to the SSP.

NABARD Consultancy Services Pvt. Ltd., shall also have the right, upon a Material Failure by SSP to perform its responsibilities and obligations hereunder, to terminate this Agreement. Such termination shall be effective thirty (30) days following NABARD Consultancy Services Pvt. Ltd.'s written notice of the same to SSP. Such termination shall entitle NABARD Consultancy Services Pvt. Ltd. to claim reimbursement of any Subscription Fee or any amount paid under any of the agreements for the Solution on a pro-rata basis.

In case of termination SSP shall ensure that all data pertaining to the list of modules provided in this EOI-Cum-Bid and any modules developed in future which are not

covered under this EOI-CUM-Bid is made available to NABCONS in the format provided by NABCONS.

**Termination by SSP:** SSP shall have the right, upon a Material Failure by NABARD Consultancy Services Pvt. Ltd. to perform its responsibilities and obligations hereunder, to terminate this Agreement, including the license to the Software granted to NABARD Consultancy Services Pvt. Ltd. hereunder. Any such termination shall become effective thirty (30) days following SSP's notice, unless NABARD Consultancy Services Pvt. Ltd. has corrected the failure to SSP's reasonable satisfaction. Material Failure by NABARD Consultancy Services Pvt. Ltd. means non-payment of Subscription Fee by NABARD Consultancy Services Pvt. Ltd. in the stipulated time period.

**Effects of Termination:** Upon termination of this Agreement, (i) maintain in confidence all knowledge of the Software and its use as provided hereunder; and (ii) at the option of SSP, either return to SSP or destroy all physical embodiments of the Software, and certify to SSP in writing that such destruction has occurred. (iii) All rights and procedures set forth in this section are optional and permissive and are in addition to any and all other rights available hereunder or otherwise at law to either party. (iv) SSP shall also ensure that all data pertaining to the list of modules provided in this EOI-Cum-Bid and any modules developed in future which are not covered under this EOI-CUM-Bid is made available to NABCONS in the format provided by NABCONS.

**Subscription fee and Taxes:**

The fees payable by NABARD Consultancy Services Pvt. Ltd. to SSP shall include all costs such as insurance, taxes, custom duties, levies, cess, transportation, installation that may be levied, imposed, charged or incurred and NABARD Consultancy Services Pvt. Ltd. shall pay the fees due under this Agreement after deducting any tax deductible at source ("TDS") as applicable. SSP will need to provide details for the tax rates as considered in the pricing.

**Intellectual Property Rights:**

All Intellectual Property Rights that is conceived in SSP's performance of its Services under this Agreement, by the personnel of SSP during the course of work undertaken for NABCONS shall vest with SSP. SSP grants NABCONS the right to use such Intellectual Property for the purposes mentioned in this Agreement. NABCONS shall extend all desirable assistance and shall co-ordinate with SSP in getting such intellectual properties registered in the name of SSP.

**Liability:**

The foregoing states SSP's entire obligation and liability with respect to the infringement of any Intellectual Property Right/s.

**Infringement:**

NABCONS hereby indemnifies SSP against any claim for (1) Alleged infringement of any intellectual property rights, arising out of the use of the Software by NABARD Consultancy Services Pvt. Ltd. in any manner prohibited by this Agreement and (2) Any claim related to or arising out of a financial transaction brought by any third party based on the use of the Software.

**Indemnity:**

SSP hereby indemnifies NABCONS against any loss or damage arising out of loss of data, claims of infringement of third party Intellectual Property Rights, infringement claims concerning the Software licensed to NABCONS The letter of indemnity by SSP to NABCONS shall form part and parcel of the agreement to be entered with the SSP.

If such claim has occurred or in SSP's opinion is likely to occur, SSP at its expense, either procure for NABARD Consultancy Services Pvt. Ltd. the right to continue using the Software or replace or modify the same, without diminishing its functionality, so that it becomes non-infringing. If neither of the foregoing alternatives is reasonably available, NABARD Consultancy Services Pvt. Ltd. agrees to return or destroy the original and all copies of the Software received from SSP and all copies thereof and to discontinue all further use of the Software within six (6) months of written notice from SSP. Upon NABARD Consultancy Services Pvt. Ltd.'s return or destruction of the Software as described in the foregoing, NABARD Consultancy Services Pvt. Ltd. shall have the right to recover from SSP a refund of a prorated portion of the Subscription Fee based upon a five-year, straight-line amortization commencing as of the Effective Date of this Agreement. This refund shall constitute NABARD Consultancy Services Pvt. Ltd.'s exclusive remedy, and SSP's sole obligation, for damages suffered or incurred by NABARD Consultancy Services Pvt. Ltd. as a result of its loss of the right to continue using the Software by reason of such an infringement claim. Further, SSP agrees to indemnify NABARD Consultancy Services Pvt. Ltd. for its business losses suffered due to the above.

**3. CRITERIA FOR EVALUATION****3.1 Pre-Qualification Criteria**

**3.1.1** The **Pre-Qualification** Criteria documents should be complete in all respects and contain all information/documents asked for in this EOI-cum-Bid. It should not contain any price information.

**3.1.1.1** The following documents are to be submitted by the Participants in 1st Cover as per the EOI-cum-Bid document.

- I. All documents as per clause 2.2.2.
- II. Authenticated/Self attested copy of the PAN card.
- III. Duly filled in Annexure B &F.

Note: NABCONS reserves the right to seek for any original of the documents submitted for verification and non-production of such original documents shall amount to rejection of EOI-cum-Bid in respect of such Participant.

### **3.2 Technical Evaluation**

- 3.2.1** Capability of the software will be assessed by a committee nominated by NABCONS. The Bidder should provide URL of the proposed application software and relevant login credentials to test its functionality and features. The committee shall access the software over public internet and assess its modules. Committee at its discretion can ask the bidders to make a presentation to demonstrate various features of the software.
- 3.2.2** The Technical Bid should be complete in all respects and contain all specific information/documents required for this EOI-cum-Bid. It should not contain any price information. However, Technical Bid should confirm that all required rates have been quoted in Commercial Bid, without showing the actual amounts in the Technical Bid.
- 3.2.3** The Technical Bid must be submitted in an organised and structured manner. No brochures / leaflets, etc. should be submitted in loose form. Committee at its discretion can ask the Bidders to make a presentation to demonstrate various features of the software.
- 3.2.4** The Technical Bid should include the following:
- a. A statement / write-up by the Bidder justifying that it is well qualified to execute the work under this EOI-cum-Bid.
  - b. Duly filled in Annexure A, G&D.
  - c. Photocopies of relevant documents / certificates as proof in support of various information required to be submitted in Annexure - A and other credential made by the Bidder. These should be filed in the Technical Bid and properly indexed for easy reference; however, the credentials as may be provided by the Bidder may not be necessarily added to their advantage unless NABCONS is satisfied.
  - d. Bid Security Value of Rs. 1,40, 000/- in the form of a demand draft or a bank guarantee issued by a Scheduled Commercial Bank favouring NABARD Consultancy Services Pvt. Ltd., payable at Mumbai as per Annexure E.
- 3.2.5** All the above should be enclosed in a sealed cover superscripted with **“Technical Bid for Implementation of e-Monitoring System”**.
- 3.2.6** URL of the website with relevant login credentials for all levels of users in a separate sealed Cover super scribed **“Website login credentials of ‘Name of your organisation’ ”**.
- 3.2.7** Committee at its discretion can ask the bidders to make a presentation to demonstrate various features of the software. The presentation should cover all aspects mentioned in the Table I.
- 3.2.8** The portal will be evaluated by the committee for a total of 100 marks and the minimum qualification mark is 70. If all the bidders fail to qualify then the bidder securing highest marks will be assessed whether he could meet the required capabilities. The module wise marks allocated is given below in Table I.



Table I

S.No.	Module/Functionality Group	Marks allocated
1	User Management/ Role Management	10
2	Help desk support	05
3	Project Initiation	10
4	Training Center Management	10
5	Inspection Management	10
6	Candidate Management	05
7	Batch Management	05
8	Training Management	05
9	OJT (On Job Training) Management	05
10	Assessment & Certification Management	05
11	Placement Management	05
12	Tracking	10
13	Fund Management	05
14	Performance Management/ Report Management	05
15	Default Management	05
	Total	100

**3.2.9 Technical Proposal Evaluation will be given 70 marks.** The bidders marks will be as follows:

$$\text{TQ Marks} = ((\text{Marks of bidder in Technical Proposal}) / (\text{Total Marks of the Highest scoring Bidder in Technical Proposal})) * 70.$$

**3.2.10** The bidder must agree to deliver the modules with required customization within a time period of six weeks from the issue of work order. Further, during the service period, the bidder must agree to deliver the modules with required customization within a period of four weeks from the date of notification relevant to the modules / guidelines which are yet to be published/ notified by the MoRD.

**3.2.11** For Technical Proposal evaluation cut-off marks is equal or above 70%

### **3.3 Commercial Bid Evaluation**

**3.3.1** The Commercial bid is to be submitted by the bidders in a Cover as per the EOI-CUM-Bid document along with the completely filled in Annexure C. The above sealed cover should be superscripted with “**Commercial Proposal for Implementation of e-Monitoring System**”.

**3.3.2** Commercial Bid of only those bidders who qualify in the Technical Bid evaluation would be opened.

The bidder quoting lowest price will be given 30 marks. The other bidders will get marks as follows:-

Commercial Bid Marks = ((Cost quoted by the lowest bidder) / (Cost quoted by the bidder)) multiplied by 30.

### **3.4 Combined and Final Evaluation**

Total marks of the Bidder = Technical Bid Marks as mentioned above + Commercial Bid Marks as mentioned above.

The bidder scoring the highest total marks for the bid will be declared L1 bidder. The assignment will be awarded to the L1 bidder selected on the basis of the above criteria and will be declared as the successful bidder.

## **4 PREPARATION & SUBMISSION OF APPLICATION:**

- 4.1 Participants should take into account any corrigendum communicated/ published on the EOI-cum-Bid document before submitting their Applications.
- 4.2 Participants are required to go through the EOI-cum-Bid document carefully to understand the documents required to be submitted as part of the bid.
- 4.3 The Participants shall submit their applications in three parts, viz., Requisites for Pre-Qualification Criteria, Technical Bid and Commercial Bid strictly in the manner provided here in this EOI-cum-Bid and not otherwise. The applications submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.
- 4.4 The Three parts of EOI-cum-Bid – Requisites for Pre-Qualification Criteria, Technical Bid & Commercial Bid, must be submitted at the same time but in one outer sealed cover containing three separate sealed covers/envelops, giving full particulars, addressed to the Vice President, Skills for Livelihood Vertical, NABARD Consultancy Services Pvt. Ltd., 1st Floor, NABARD Tower, 24, Rajendra Place, New Delhi – 110125.
- 4.5 The applications must reach NABARD Consultancy Services Pvt. Ltd.'s office on or before 06/02/2017 03:00 PM.

## **5. SCHEDULES**

### **5.1 Schedule-I Terms of Reference**

#### **5.1.1 Pre Implementation Services**

- i. Migration of existing data from Legacy MIS System dump, spreadsheets, and other databases to be completed before “Go-Live”.
- ii. Training of NABARD Consultancy Services Pvt. Ltd.'s users regarding the software's processes, roles, backups, day to day activities & trouble shooting, etc., should be undertaken by the Selected Bidder pursuant to execution of the Agreement. It should be at least of two days duration for the first time and followed by refreshers of one day duration – first within one month of deployment and

regular refreshers once in two months. Training for admin roles whenever the portal is upgraded shall also be provided.

iii. Security of application and data integrity must be ensured and a security audit would be done by NABCONS team or a 3rd party to check any gap/vulnerability.

iv. Once the system goes into operation, there should be no intervention into database from the back-end directly except for authorized DBA (Database Administration) activities. Database server and System should maintain the complete log of who accesses the server with time stamped.

v. Encryption of data during transmission and storage should be ensured.

vi. Website transactions should be protected and encrypted using SSL and other relevant protocols.

Security and integrity of data is of utmost importance and if NABCONS finds breach on these issues it can summarily terminate the Agreement and also impose penalties on the SSP (the successful bidder who accepts the award under this EOI-cum-Bid and subsequently executes the agreement for the purpose of this EOI-cum-Bid is defined herein as 'SSP') as deemed proper. Failure to meet the timeline of 06 weeks for deployment of the Software Solution will attract a penalty amounting to 10% of the monthly subscription fee per week.

#### **5.1.2 Post Implementation (Operational and Maintenance) Services**

i. Changes to application functional support services including enhancements and improvements of application should be according to requirements defined in SOP notified by MoRD or any subsequent notification released by MoRD and should be undertaken on a continuous basis. No additional payment will be paid by NABCONS regarding the same. The changes are subject to mutually agreed change management process.

ii. Annual Technical Support (ATS) for all the licensed software.

iii. Data should be backed up every day and documents pertaining to candidates like photos, placement letters etc., should be backed up once in seven days.

iv. Regular DR (Disaster Recovery)/ BCP (Business Continuity Planning) drills and failover testing across all data centers.

#### **5.1.3 Scope of work**

The following list provides a snapshot of modules and functionalities that should be built into the system.

S. No.	Module/ Functionality Group
1	User Management / Role management
2	Help desk support
3	Project Initiation
4	Training Centers Management
5	Inspection Management
6	Candidate Management
7	Batch Management
8	Training management
9	OJT(On Job Training) Management

10	Assessment & Certification Management
11	Placement Management
12	Tracking
13	Fund Management
14	Performance management/ Report management
15	Default management
16	Training Centers Locator-Google Map

All the above modules have to be aligned with DDU-GKY Standard Operating Procedures (SOP) and DDU-GKY guidelines. The link for the documents are given below for reference:

- <http://ddugky.gov.in/spo-and-guidelines>

#### 5.1.4 Detailed Specifications:

S.No	Module/ Functionality	Important note for reference
1	<b>User Management</b>	
A	Role Creation by NABARD Consultancy Services Pvt. Ltd. or any agency assigned by NABARD Consultancy Services Pvt. Ltd.	The agency should be able to create roles which can be assigned to users as per process.
B	Role Approval by NABARD Consultancy Services Pvt. Ltd. or any agency assigned by NABARD Consultancy Services Pvt. Ltd.	The agency should be able to approve roles which can be assigned to users as per process.
C	User Creation by respective stakeholders	Each Stakeholder should be able to manage the users for themselves. Ring fencing Concept should be addressed.
D	Assignment of Location to users by respective stakeholders	Each User should be able to allocate a location (district wise) based on the sanctioned Project's State.
E	Password Management	Provision for "forget password", change password etc.
F	Lock / Unlock User	Admin level provision for pre-defined stakeholders
2	<b>Help desk support</b>	
A	Issue logging	Online Provision for registering the issues related to proposed system by all stakeholders and tracking the status of all issues.
B	Issue resolution	
C	MIS Report (Help desk support)	
3	<b>Project Initiation</b>	

S.No	Module/ Functionality	Important note for reference
A	Prospective Work Schedule Submission (PIA)	As per SOP/ guidelines/ notification/ processes defined by DDU-GKY
B	Prospective Work schedule Approval by Central Technical Support Agency	System should have provision for Approval/Rejection/Allow Modification by PIA before final approval by Central Technical Support Agency.
C	MoU Printing	As per SOP/ guidelines/ notification/ processes defined by DDU-GKY.
D	Project Commencement order Generation	
E	Project Execution Readiness Submission by PIA	
F	Project Execution Readiness Approval by Central Technical Support Agency	System should have provision for Approval/Rejection/Allow Modification by PIA before approval by Central Technical Support Agency. Additionally, there should be option to partially approve it based on various parameters of the Readiness Form
G	Mobilisation plan submission (Gram Panchayat Saturation)	As per SOP/ guidelines/ notification/ processes defined by DDU-GKY
H	Mobilisation plan Approval by State (Gram Panchayat Saturation)	
I	Revision of Mobilisation Plan (Gram Panchayat Saturation)	
J	Revised Mobilisation plan Approval by State (Gram Panchayat Saturation)	
K	MIS Reports (Gram Panchayat Saturation Reports)	
L	MIS Reports (Project Plan)	
4	<b>Training Centers Management</b>	
A	PIA Human Resource Registration	
B	HR information Updating - Edit Profile, HR Profile Print	
C	De-Register/Allocate Human Resource	System should have provision for mapping or de-mapping a Human Resource at any given point of time
D	Training Center Registration	The system should enable recording of civil infrastructure of a training center independent of a project sanctioned to a PIA

S.No	Module/ Functionality	Important note for reference
E	Residential Facility Registration	The system should enable recording of civil infrastructure of a residential facility independent of a project sanctioned to a PIA.
F	Training Center Allocation to a project	The system should enable PIAs to map registered training centers with or without one or more residential facilities and human resources associated to the training center for due diligence by Q team.
G	Training Center Due-Diligence by PIA Q team (Online Mode)	As per SOP/ guidelines/ notification/ processes defined by DDU-GKY
H	Training Center Due-Diligence by PIA Q team (Offline Mode)	
I	Training Center Due-Diligence - Approval by Central Technical Support Agency / SRLM (Online)	
J	Training Center Due-Diligence - Approval by Central Technical Support Agency / SRLM (Compatible with tab and with offline capability)	
K	Residential Facility Updating	
L	Training Center Facility up gradation	The system should allow addition of civil infrastructure as well as proposal for new trades.
M	Closure of Residential Facility	The system should allow closure of a residential facility without affecting the status of a training center.
N	Training Center Facility Update (daily failure report)	As per SOP/ guidelines/ notification/ processes defined by DDU-GKY
O	CCTV footage upload by PIA on a sample basis	
P	Review of CCTV footage by Central Technical Support Agency/ SRLM	
Q	Termination of Training Center	System should facilitate handling of on-going operations in the Training center so as to minimize loss to the beneficiary group.
R	Training Center Status Update	System should include option to mark a training center as 'Inactive' as an intermediate status and again activate it as per the requirement of PIA. This should ensure all entities

S.No	Module/ Functionality	Important note for reference
		associated with Training Center are handled before marking it as 'Inactive'.
S	<b>Training Center locator – Google Map</b>	This should provide recording and display of geo coordinates of training center
T	MIS Reports (Training Center Management)	This should include Fortnightly Daily Facility Update Report as per SOP.
6	<b>Inspection Management</b>	
A	Sampling for training center inspection	Sampling should be as per SOP.
B	Training Center Inspection (Online)	This should include option to generate Inspection Form with pre-filled sampled data, as well as completely filled-in Inspection form data (along with PRINT option)
C	Training Center Inspection(Compatible with tab and with offline capability)	This should include option to generate Inspection Form with pre-filled sampled data, as well as completely filled-in Inspection form data (along with PRINT option)
D	Issue of Advisories	The system should allow issue of advisories as a part of inspection process.
E	Compliance to Advisories by PIA	As per SOP/ guidelines/ notification/ processes defined by DDU-GKY
F	Closure of Previous Advisories in subsequent Inspections	
G	Raise Default for Non Compliance	
H	Approval of Default for Non-Compliance	
I	MIS Reports (Inspection)	
7	<b>Candidate Management</b>	
A	Candidate Registration – By candidate	System should maintain Candidate Pool at Global as well as PIA level.
B	Candidate Registration –Facilitated	System should allow registration of candidates through authorized centers and not limited to PIAs only.
C	Candidate Information Updating	As per SOP/ guidelines/ Notification/ processes defined by DDU-GKY.
D	Candidate Authorization	
E	Candidate Profile print	
F	Candidate Screening & Selection	

S.No	Module/ Functionality	Important note for reference	
G	MIS Reports (Candidate Management)		
8	<b>Batch Management</b>		
A	Batch Creation	Batch Creation should adhere to the Batch size guideline as per the associated Classroom's Dimension.	
B	Batch Modification	The system should allow modification in batches in accordance to SOP	
C	Extension of Freeze Date by Central Technical Support Agency/SRLM	As per SOP/ guidelines/ notification/ processes defined by DDU-GKY.	
D	Batch Closure – Classroom/ OJT		
E	Batch Termination – Q Team/ SRLM/ Central Technical Support Agency		
F	Transfer of Batches to other enters		
G	MIS Reports (Batch Management)		
9	<b>Training Management</b>		
A	Training Curriculum		System should have provision to define Training Curriculum as per the structure followed by National Council for Vocational Training/ Sector Skill Council.
B	Creation of Training Plan	As per SOP/ guidelines/ notification/ processes defined by DDU-GKY.	
C	Updating of training Plan		
D	Search/ Selection/ Transfer of candidates		
E	Transfer confirmation		
F	Enrolment of a candidate		
G	De-enrolment of candidate from a batch (within freeze period)		
H	Trainee Information Update		
I	Manual Drop-out of trainees		
J	Manual Attendance – Trainee		
K	Manual Attendance – Trainer		
L	Upload of Attendance – Batch wise		
M	Aadhar authenticated Biometric Attendance for Trainee		
N	Aadhar authenticated Biometric Attendance for Trainer		
O	Integration with Aadhar system		
P	MIS Reports (Batch Management)		
10	<b>OJT Management</b>		
A	OJT Plan submission	As per SOP/ guidelines/notification/ processes defined by DDU-GKY.	
B	OJT Attendance		



S.No	Module/ Functionality	Important note for reference
C	OJT Completion Updating	System should have provision for marking OJT completion status Batch as well as Candidate wise.
D	MIS Reports (OJT Management)	As per SOP/ guidelines/ notification/ processes defined by DDU-GKY.
11	<b>Assessment &amp; Certification Management</b>	
A (PIA nterf ace)	i. Internal Assessment Marks updating.	As per SOP/ guidelines/ notification/ processes defined by DDU-GKY.
	ii. External Assessment Plan submission	
	iii. Authorization of external assessment plan	
	iv. Change request for External Assessment plan	
	v. Re-evaluation Request of External Assessment	
B(Cer tifyin gAge ncyIn terfa ce)	i. Empanelment of Assessing Agency	
	ii. De-listing of Assessing Agency	
	iii. Approval of Assessing Agency Allocation	
	iv. Approval of change request	
	v. Approval of External Assessment Results	
C(Ass essin gAge ncyIn terfa ce)	i. Empanelment of Assessors	
	ii. Delisting of Assessors	
	iii. Approval of Assessors' Allocation	
	iv. Allocation of Assessor for Re-Evaluation	
	v. Recommendation of External Assessment Results	
D (Asse ssorI nterf ace)	i. Updation of conduct of Assessment	
	ii. Updation of External Assessment marks	
	iii. Updation of Re-evaluation status	
	iv. Updation of Re-Evaluation marks	
E	Independent assessor registration	
F	Approval of assessor by SRLM/ MoRD	
G	Certificate updating or generation	
H	Integration with Sector Skill Council (National Skill Development Corporation)	
I	Integration with National Council for Vocational Training (Directorate	

S.No	Module/ Functionality	Important note for reference
	General of Employment and Training)	
J	MIS Reports (Assessment Management)	
K	Recording Assessment of candidates	The system should be able to follow the process defined in SOP
L	Recording Certification of candidates	The system should be able to follow the process defined in SOP.
12	<b>Placement Management</b>	
A	Employer database creation	As per SOP/ guidelines/ notification/ processes defined by DDU-GKY.
B	Employer data information collection by Central Technical Support Agency	
C	Employer Work Place database creation	
D	Employer Work Place data Verification by Central Technical Support Agency	
E	Placement including re-employment	
F	Retention including monthly update and documentation	The system should enable recording of placement related transactions as defined in SOP.
G	Separation from employment	As per SOP/ guidelines/ notification/ processes defined by DDU-GKY.
H	Employer Work Place transfers	
I	Foreign Placement	
J	MIS Reports (Placement Management)	
K	Integration with job portal	
13	<b>Candidate Tracking</b>	
A	Sampling generation for Tracking and verification	As per SOP/ guidelines/ notification/ processes defined by DDU-GKY.
B	Recording Tracking activities	Candidate should be tracked for placement for a duration of one year, and each month's placement data should be recorded.
C	Tracking Masters – parameters (creating objective parameters)	The masters should be designed to enable objective analysis of tracking activities and record objective observations of the tracker.
D	MIS Reports (Post Placement tracking)	As per SOP/ guidelines/ notification/ processes defined by DDU-GKY.
14	<b>Fund Management<sup>1</sup> (see note below)</b>	

S.No	Module/ Functionality	Important note for reference
A(Candidate Entitlements)	i. Travel & Food disbursement charges for Non-residential candidates	
	ii. Uniform distribution	
	iii. Post-Placement support	
B	Release of Funds to Central Technical Support Agency from MoRD and States (Yearly Plan)	As per SOP/ guidelines/ notification/ processes defined by DDU-GKY.
C	Release of Instalments to PIAs by Central Technical Support Agency/ States (Annual Action Plan)	
D	Integration with Public Finance Management system	
E	MIS Reports on Candidate Entitlements	
15	<b>Performance management/Report management</b>	
A	Project Management Dashboard for PIA	As per SOP/ guidelines/ notification/ processes defined by DDU-GKY.
B	Project Management Dashboard for Central Technical Support Agency/ SRLM	
C	MoRD	
D	Central Technical Support Agency	
E	SRLM	
F	PIA	
G	Project	
H	Training center	
I	Employers	
16	<b>Default Management</b>	
A	Generation of alerts (against milestones including Prospective project Work Schedule, Work based alerts to users based on role and timelines specified in SOP)	The system should generate alerts for defined milestones to enable stakeholders to monitor the events.
B	Issue of notice to PIA –Yellow Alert	Each Notice issued should be mapped against a default raised in a Project. System should have provision to auto-flag the various defaults defined in SOP on User Dashboard.
C	Issue of notice to PIA – Red alert	As per SOP/ guidelines/ notification/ processes defined by DDU-GKY.
D	Issue of notice to PIA – reminder	
E	Reply to notices by PIA	

S.No	Module/ Functionality	Important note for reference
F	Intimation to MoRD (Yearly Plan)	
G	Issue of show cause notice to PIA	
H	Disposal of notice	The system should generate history of defaults to enable disposal of notice and penal action.
I	Penal action against PIA	

\*Fund management process is strongly linked to the Public Financial Management System (PFMS) and would need to evolve with PFMS. The SSP should develop modules as per the existing SOP and PFMS linkages within 4 weeks of deployment and also be willing to make changes whenever the PFMS or SOP modules are changed and intimated to the SSP

**Mandatory Requirement:**

The software should be able to

- Create Project Implementing Agencies and map Permanent Registration Numbers (PRN).
- Create projects sanctioned by MoRD/SRLMs.

Apart from the above mentioned modules, the website must satisfy the conditions specified below:

- 1) Website must be compatible and fully functional with most of the popularly used web browsers (Google Chrome, Mozilla Firefox, Safari, Opera, Internet explorer & etc.)
- 2) Website must have an alternate version for lower bandwidths, where all the modules must have full functionality in all screen resolutions for all the user modules.
- 3) Website must be able to support 1000 Concurrent users.
- 4) Website must have 'Help' component developed for all the modules.

## 5.2 Schedule-II Form Of Agreement

### Service Level Agreement

#### 1. Service Performance

SSP will monitor, track and report on performance parameters as described in this Section.

Service Description		
What are the hours of operation (regular business hours and after hours system support)?	Support Email: <u>To be provided by &lt;&lt;SSP&gt;&gt;</u> .	
	Support Business Hours:  09:30 AM to 6:30 PM Monday to Saturday	After Hours Support:  Leave a voicemail or an email after regular business hours. All calls will be returned the following business day by 10 AM
When will regularly schedule maintenance be performed?	Scope & schedule to be agreed mutually with NABCONS' operations team.	

#### a. Incident and Performance Management

All incidents should be reported to Systems Support at helpdesk to ensure proper recording and tracking. All incidents that exceed the response time will be escalated to the escalation contacts listed in Section 2a. SSP commits to the following service performance benchmarks.

**b. Reporting**

Sl. No.	Service Level Parameter	Minimum Requirements (Baseline)	Penalty	Basis of measurement / Remarks
1	Availability of application to users	95%	1% of the Subscription fee payable to the SSP for the measurement month.	The measurement of the service availability will be based on the reports to be provided by the SSP and reviewed by the NABCONS. Also complaints from end users about non-availability of application shall be considered while determining actual availability. SSP and NABCONS will define the appropriate measurement methodology for this.

2	Average Page load time for portal	10 seconds	1% of the monthly Subscription fee payable to the SSP for the measurement Month.	<p>Page load times shall be measured over a equivalent of 3G Connection</p> <p>Cache to be cleared before every transaction used for measurement</p> <p>Average must be achieved with more than 90% of the transactions being within 10 seconds and 9% of the transactions being within 10-12 seconds range</p>
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**2. Problem Management and Disaster Recovery**

**a. Problem Management**

<i>SSP Systems Support</i>			
<i>Name</i>	<i>Role</i>	<i>Phone</i>	<i>Email</i>

<i>Escalation Contacts – SSP)</i>			

**b. Server Backup and Disaster Recovery –**

SSP will setup backup system as stated below during implementation. In the event of problem with backup device or system, operations team will log the call with SSP helpdesk and the call shall be resolved as per the process stated above.

Server Backups	Frequency	Type of Backup	Retention Period	Location
1.	Weekly	Database	Weekly	INDIA

SSP should also submit a Disaster Recovery Plan within 30 days of the start of the SLA. SSP will perform a one-time mock drill post implementation of infrastructure components (Server, storage, and database)

### 3. Service Level Management

The objective of this service is to ensure constant monitoring of the Service Levels and identify areas of improvement for the overall quality of service from SSP. This service will ensure a constant improvement in the service experience for Customer and also improving the efficiency of IT assets within Customer.

Scope:

Covers all services in scope and all assets in scope.

List of Deliverables:

- Ensure all SLAs are documented, monitored, updated and reviewed in a consistent manner
- Manage and deliver all SLAs as per the NABCONS SLA Requirements

### 4. Information Security

Non availability of MIS system by the SSP due to application security issues and/ or loss of data due to the reasons attributable to the SSP shall be considered as breach. SSP shall document a comprehensive security policy for MIS system and implement the same after approval of NABCONS. SSP shall implement a comprehensive incident management system for logging, tracking, and reporting of incidents as well as their resolution.



SI No	Service Level Parameter	Penalty	Basis of measurement / Remarks
1	Maintenance of System security and Data integrity	Rs. 10,000/- per confirmed incident and established security breach logging through Firewall/ IPS or Virus / or data loss or Malware Infections in the servers which has data integrity compromise in the month.	Measurement shall be based on incidents of data loss or security breach or compromise in the integrity of the data reported at the help desk and/ or reported to NABCONS or incident logging through Firewall/ IPS or Virus / or data loss or Malware Infections in the servers which has data integrity not be detected / removed. In the event of any data loss due to intentional Or accidental deletion by customer or customer representatives, SSP shall not be responsible for the data loss incident and shall not be liable to pay any penalty for such incident. Further there may be security incidents which may not be detected due to the type of attack (ex. Day 0 virus attacks) and SSP shall not be liable to pay any penalties in respect of such attacks which cannot be reasonably detected by the deployed systems. However, SSP shall take necessary measures including deployment of additional hardware/ software necessary and sufficient for enhancing the security and stopping similar attacks in future.

## 5. Helpdesk Services

SSP shall set up an Online Helpdesk service for ensuring a timely support to system users and helping record/ resolve/ report the issues/ bugs in the system

S. No	Service Level Parameter	Baseline Metric		Penalty	Basis of measurement / Remarks
1	Response time for resolution of Bugs/ Issues related with the Application Software or	Critical (where the services are not available)	<=4 Working Hours	Rs. 1000/- deducted on a pro-rata basis for every hour of delay beyond	The criticality of issues/ bugs shall be defined by NABCONS in consultation with SSP before

	any software deployed by SSP	Non-Critical (where services are available, but not at optimal performance level)	<=16 Working Hours	the baseline metric. Rs. 500/- deducted on a pro-rata basis for every hour of delay beyond the baseline metric.	implementation / operation. The issues/bugs will be logged and tracked through issues/ Bug tracking system. The helpdesk shall log the issue and its criticality shall be recorded by helpdesk system during logging.
2	Resolution Time for providing a data which is not available in reports displayed in the system, upon request made by NABCONS	-	<=12 Working Hours	Rs. 200/- deducted on a pro-rata basis for every hour of delay beyond the baseline metric.	
3	Providing for Enhancements/ Improvements in the Existing Module or Developing a New Module as per Notifications issued by Ministry of Rural Development periodically.		<=4 weeks from the date when NABCONS notifies to the SSP.	Rs.5000/day deducted on a pro-rata basis for a delay beyond the baseline metric.	

## 6. Periodic Review Process

This SLA is a dynamic document and will be periodically reviewed and changed when the following events occur:

- The environment has changed
- The customer's expectations or needs have changed
- Workloads have changed
- Better metrics, measurement tools and processes have evolved

Contents of this document may be amended as required, provided mutual agreement is obtained and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

**Annexure A**

(To be submitted in 2<sup>nd</sup> cover)

**NABARD Consultancy Services Pvt. Ltd.**

**Corporate Office, NABARD Tower,**

**24, Rajendra Place,**

**New Delhi - 110125**

EOI-cum-Bid Company	Inviting	<b>NABARD Consultancy Services Pvt. Ltd., New Delhi</b>
EOI-cum-Bid Title		<b>Request for Proposal for implementation of e-monitoring system for DDU-GKY</b>
EOI-cum-Bid Reference No.		
Participant/ Bidder Name:		

<b>S.No.</b>	<b>Document</b>	<b>Submitted (Yes/No)</b>
1	EOI-cum-Bid -Letter of Acceptance of Terms and Conditions (Annexure D)	
2	Demand Draft/ Bank Guarantee (Annexure E) for Rs. 1,40,000/- towards Bid Security Value properly drawn.	
3	Universal Resource Locator (URL) of the website with relevant login credentials	

I / We hereby accept to have submitted the hard copies marked "Yes" in the above table in the specifications provided in the EOI-cum-Bid document.

Signature of the Participant/  
Bidder With office stamp

Date:

**Annexure B**

(To be submitted in 1<sup>st</sup> cover)

**NABARD Consultancy Services Pvt. Ltd.**

**Corporate Office, NABARD Tower,**

**24, Rajendra Place,**

**New Delhi - 110125**

EOI-cum-Bid Inviting Company	NABARD Consultancy Services Pvt. Ltd., New Delhi
EOI-cum-Bid Title	Request for Proposal for Implementation of e-Monitoring System for DDU-GKY
EOI-cum-Bid Reference No.	
Participant Bidder Name:	

I/We hereby have following modules in our website (please specify the URL):-

\_\_\_\_\_ For implementation of e-monitoring system for DDU-GKY as detailed below:

S.No.	Module/Functionality	Module Execution Readiness	If presently not ready will be ready by dd/mm/yy(please specify date)
1	User Management/ Role Management		
2	Help Desk Support		
3	Project Initiation		

4	Training Center Management		
5	Inspection Management		
6	Candidate Management		
7	Batch Management		
8	Training Management		
9	OJT Management		
10	Assessment & Certification Management		
11	Placement Management		
12	Tracking		
13	Fund Management		
14	Performance Management/ Report Management		
15	Default Management		

The details entered in the above table are true to the best of our knowledge.

Date:

Signature of the Bidder

With office stamp

**Annexure C**

(To be submitted in 3<sup>rd</sup> cover)

**NABARD Consultancy Services Pvt. Ltd.**

**Corporate Office, NABARD Tower,**

**24, Rajendra Place,**

**New Delhi – 110125**

EOI-cum-Bid Inviting Company	NABARD Consultancy Services Pvt. Ltd., New Delhi
EOI-cum-Bid Title	Request for Proposal for Implementation of e-Monitoring System for DDU-GKY
EOI-cum-Bid Reference No.	
Participant/Bidder Name:	

Particulars	Number of Centers	Unit price per center per month in (Rs.) (state in words and numbers)
6 months	300	
	600	
	900	
	>900	
12 months	300	
	600	
	900	
	>900	
18 months	300	
	600	
	900	
	>900	
24 months	300	
	600	
	900	
	>900	
30 months	300	
	600	
	900	
	>900	

36 months	300	
	600	
	900	
	>900	

I / We hereby offer the rates as above for implementation of e-monitoring system for DDU-GKY and agree to hold this Bid open for one year:

Note:

1. Please state the price in numbers and words.
2. In case of discrepancy of any of the above price per center quoted in words in the table will be considered and is binding on bidder.
3. The rate quoted is exclusive of all taxes, delivery, installation, implementation and post implementation charges.
4. The number of centers may change and the price will be paid proportional to the centers under operation in that month.
5. If a center closes in the middle of the month payment will be proportional to the number of days that the center is functional.

Date

Signature of the Bidder

With office stamp

**Annexure D**

**Letter of Acceptance of Terms and Conditions)**

(To be given on Company Letter Head)

(To be submitted in 2<sup>nd</sup>cover)

Date:

To

Vice President,  
Skills for Livelihood Vertical,  
NABARD Consultancy Services Pvt. Ltd.,  
1st Floor, NABARD Tower,  
24, Rajendra Place,  
New Delhi - 110125.

**Sub: Implementation of e-Monitoring System for Deen Dayal Upadhyaya Grameen Kaushalya Yojana (DDU-GKY) - Acceptance of Terms & Conditions of EOI-cum-Bid Reference No.:**

Dear Sir,

1. I/We have downloaded/ obtained the EOI-cum-Bid document(s) for the above mentioned 'EOI-cum-Bid /Work' from the web site(s) namely:

\_\_\_\_\_

\_\_\_\_\_

as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the EOI-cum-Bid documents (including all documents like annexure(s), schedule (s) etc.), which shall



form part of the Agreement and I/we shall hereby abide by the terms/conditions/ clauses contained therein.

3. The corrigendum(s) issued from time to time by your company/ organisation too has/ have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the EOI-cum-Bid conditions of above mentioned EOI-cum-Bid document(s)/ corrigendum(s) in its totality/entirety.

5. In case any provisions of this EOI-cum-Bid are found violated, then your company/organisation shall without prejudice to any other right or remedy be at liberty to reject this proposal/bid including the forfeiture of the Bid Security Value in entirety.

**Yours Faithfully,**

**(Signature of the Bidder, with Official Seal)**

Annexure – E

**(Bank Guarantee in Lieu of Bid Security)**

(To be submitted in 2<sup>nd</sup> cover)

To

The Chief Executive Officer

NABARD Consultancy Services Pvt. Ltd.

NABARD Tower

24, Rajendra Place

New Delhi - 110125

Dear Sir

WHEREAS the NABARD Consultancy Services Pvt. Ltd., a wholly owned subsidiary of NABARD (hereinafter referred to as “NABCONS”, which expression shall, include its successors-in-interest and permitted assigns) has requested for inviting Expression Of Interest – cum- Bid (‘EOI-cum-Bid’) for **“Implementation of e-Monitoring System for Deen Dayal Upadhyaya Grameen Kaushalya Yojana (DDU-GKY)”**(hereinafter referred to as “Said Assignment”) at its office at Rajendra Place, New Delhi.

2) WHEREAS M/s\_\_\_\_\_ who are our constituents (hereinafter referred to as "the Participant/ Bidder" for the purpose of this document, which expression shall include the successors-in-interest and permitted assigns) have taken EOI-cum-Bid for the Said Assignment.

(3) AND WHEREAS one of the condition of the EOI-cum-Bid that the Participant/Bidder shall deposit with NABCONS at the time of submitting the application in respect of EOI-cum-Bid a sum of Rs.1,40,000 (Rupees One lac Forty Thousand only) as interest free Bid

Security (BS), which Bid Security (BS) and shall liable for forfeiture as per the terms and conditions set out in the EOI-cum-Bid.

(4) AND WHEREAS at the request of the Participant/ Bidder, NABCONS has agreed to accept this Bank Guarantee as alternate mode of payment of Bid Security Value issued from a Scheduled Commercial Bank and thus NABCONS has agreed to accept the same from us, the Bank, as hereinafter contained.

(5) We, \_\_\_\_\_ Bank having our Head Office at \_\_\_\_\_ and our Branch at \_\_\_\_\_ do hereby unconditionally and irrevocably guarantee unto the NABCONS that the Participant/ Bidder, upon acceptance of the EOI-cum-Bid by NABCONS, will diligently, efficiently and satisfactorily perform all their obligations under the various terms and conditions of the laid down in the EOI-cum-Bid (read with any amendments made thereto by mutual consent of NABCONS and the Participant/ Bidder) and supply the said license to the satisfaction of the NABCONS within the time stipulated therein, failing which We the \_\_\_\_\_ Bank shall, on demand and without demur, pay unto the NABCONS the sum **Rs.1,40,000 (Rupees One Lakh Forty Thousand only)** at its office at New Delhi.

(6) We \_\_\_\_\_ Bank further covenant that:

- (a) We shall pay the aforesaid sum on demand made in writing by NABCONS without reference to the Participant/ Bidder and notwithstanding any dispute or difference that may exist or arise between the NABCONS and the Participant/ Bidder;
- (b) That this guarantee shall be a continuing guarantee and shall not be revoked by us without prior consent in writing of NABCONS.
- (c) That the decision of NABCONS on the breach of any of the terms and conditions of the EOI-cum-Bid by the Participant/ Bidder or their failure to perform their obligations or discharge their duties under the said EOI-cum-Bid shall be final and binding on us and shall not be disputed by us inside or outside the court, tribunal, arbitration or other statutory authority;

- (d) That the notice of demand in writing issued by NABCONS shall be conclusive proof as regards the amount due and payable to NABCONS under this guarantee and it shall not be disputed by us either inside or outside the court, tribunal or arbitration or other statutory authority;
- (e) That any negligence or forbearance on the part of NABCONS in enforcing any of the terms and conditions of the said EOI-cum-Bid or any indulgence shown by NABCONS to the Participant/ Bidder or any variation in the said EOI-cum-Bid terms made by mutual agreement between NABCONS and the Participant/ Bidder or any other act or deed on the part of NABCONS which, but for this clause, may have the effect of discharging us under the law relating to guarantee / sureties shall not discharge us from our obligations herein and we shall be discharged only by compliance by the Participant/ Bidder with all their obligations / duties under the said EOI-cum-Bid or by payment of the sum\_\_\_\_\_.
- (f) That this guarantee shall not be effected by any infirmity or absence or irregularity in the exercise of the powers by or on behalf of the Participant/ Bidder to submit the said EOI-cum-Bid and enter into any Agreement pursuant to and concerning the subject matter of EOI-cum-Bid or any change in the constitution or dissolution of the Participant/ Bidder or change in its name;
- (g) That it shall not be necessary for NABCONS to exhaust its remedies against the bidder before invoking this guarantee and the guarantee therein contained shall be enforceable against us notwithstanding any other security which the NABCONS may have obtained or may hereafter be obtained from the Participant/ Bidder at the time when this guarantee is invoked;
- (h) That we hereby agree that this guarantee shall be valid and be in force for a period of one year i.e. up to \_\_\_\_\_ and we hereby agree to renew this guarantee for such further period or periods at the request of NABCONS in the event of the works specified in the EOI-cum-Bid are finally awarded to the Participant/ Bidder and / or the Assignment awarded are not completed within the stipulated period and such renewal shall be entirely at the cost and expense of the Participant/ Bidder.
- (i) Any claim arising under this guarantee shall be preferred by NABCONS within a period of four months from the aforesaid date of expiry or, in the event of any renewal, from such renewed date, and unless the claim is so preferred against us, we shall stand discharged of all our liabilities hereunder.

Yours faithfully

For and on behalf of

Bank (Authorized Official)

**ANNEXURE-F**  
(To be submitted in 1<sup>st</sup> Cover)

**PRE CONTRACT INTEGRITY PACT**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ Day of the month of \_\_\_\_\_ between, on one hand, NABARD Consultancy Services Private Limited (NABCONS), represented by Shri \_\_\_\_\_ (hereinafter called the “BUYER”, which expression shall Mean and include, unless the context otherwise requires, his successors in office and Assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context Otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government Undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Private Limited Company incorporated under Indian Companies Act, 1956/2013 having its Corporate Office at 24, Rajendra Place, New Delhi - 110125

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free From any influence/prejudiced dealings prior to, during and subsequent to the Currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive Price in conformity with the defined specifications by avoiding the high cost and the Distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in Order to secure the contract by providing assurance to them that their competitors will Also abstain from bribing and other corrupt practices and the BUYER will commit to Prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly Or through intermediaries, any bribe, consideration, gift, reward, favour or any Material or immaterial benefit of any other advantage from the BIDDER,

either For themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during a pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Bank.
  - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any of the officers of the BUYER, or alternatively if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1986.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.



#### 4. **Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5. **Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments.

- i. Bank Draft or a Pay Order in favour of \_\_\_\_\_.
- ii. A confirmed guarantee by an Indian Nationalised Bank, promising payment of \_\_\_\_\_ the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- iii. Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

#### 6. **Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with our without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of the Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 7. **Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/s not supplying similar product/systems or sub systems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## 8. **Independent Monitors**

- 8.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5. As soon as the Monitor notices or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8. The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should the occasion arise submit proposals for correcting problematic situations.

## 9. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

**11. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**12. Validity**

**12.1** The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

**12.2.** Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**13.** The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

**BUYER**

**BIDDER**

Name of the Officer  
Designation  
NABCONS

Chief Executive Officer

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

\*Provisions of these clauses would need to be amended /deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

## Annexure G

(To be submitted in 2<sup>nd</sup> cover)

**NABARD Consultancy Services Pvt. Ltd.**

**Corporate Office, NABARD Tower,**

**24, Rajendra Place,**

**New Delhi - 110125**

REOI-CUM-Bid Inviting Company	NABARD Consultancy Services Pvt. Ltd., New Delhi
REOI-CUM-Bid Title	Request for Proposal for Implementation of e-Monitoring System for DDU-GKY
REOI-CUM-Bid Reference No.	
Bidder Name:	

I/We hereby have following modules in our website (please specify the URL):-

\_\_\_\_\_ For implementation of e-monitoring system for DDU-GKY as detailed below:

S. No	Module/ Functionality	Module Execution Readiness	If presently not ready will be ready by (please specify date)
1	<b>User Management</b>		
A	Role Creation by NABARD Consultancy Services Pvt. Ltd. or any agency assigned by NABARD Consultancy Services Pvt. Ltd.		
B	Role Approval by NABARD Consultancy Services Pvt. Ltd. or		

S. No	Module/ Functionality	Module Execution Readiness	If presently not ready will be ready by (please specify date)
	any agency assigned by NABARD Consultancy Services Pvt. Ltd.		
C	User Creation by respective stakeholders		
D	Assignment of Location to users by respective stakeholders		
E	Password Management		
F	Lock / Unlock User		
2	<b>Help desk support</b>		
A	Issue logging		
B	Issue resolution		
C	MIS Report (Help desk support)		
3	<b>Project Initiation</b>		
A	Prospective Work Schedule Submission (PIA)		
B	Prospective Work schedule Approval by Central Technical Support Agency		
C	MoU Printing		
D	Project Commencement order Generation		
E	Project Execution Readiness Submission by PIA		
F	Project Execution Readiness Approval by Central Technical Support Agency		
G	Mobilisation plan submission (Gram Panchayat Saturation)		
H	Mobilisation plan Approval by State (Gram Panchayat Saturation)		
I	Revision of Mobilisation Plan (Gram Panchayat Saturation)		
J	Revised Mobilisation plan Approval by State (Gram Panchayat Saturation)		
K	MIS Reports (Gram Panchayat Saturation Reports)		
L	MIS Reports (Project Plan)		
4	<b>Training Center Management</b>		
A	PIA Human Resource Registration		
B	HR information Updating - Edit Profile, HR Profile Print		

S. No	Module/ Functionality	Module Execution Readiness	If presently not ready will be ready by (please specify date)
C	De-Register/Allocate Human Resource		
D	Training Center Registration		
E	Residential Facility Registration		
F	Training Center Allocation to a project		
G	Training Center Due-Diligence by PIA Q team (Online Mode)		
H	Training Center Due-Diligence by PIA Q team (Offline Mode)		
I	Training Center Due-Diligence - Approval by Central Technical Support Agency / SRLM (Online)		
J	Training Center Due-Diligence - Approval by Central Technical Support Agency / SRLM (Compatible with tab and with offline capability)		
K	Residential Facility Updating		
L	Training Center Facility up gradation		
M	Closure of Residential Facility		
N	Training Center Facility Update (daily failure report)		
O	CCTV footage upload by PIA on a sample basis		
P	Review of CCTV footage by Central Technical Support Agency/ SRLM		
Q	Termination of Training Center		
R	Training Center Status Update		
S	<b>Training Center locator – Google Map</b>		
T	MIS Reports (Training Center Management)		
6	<b>Inspection Management</b>		
A	Sampling for training Center inspection		
B	Training Center Inspection (Online)		
C	Training Center Inspection(Compatible with tab and with offline capability)		
D	Issue of Advisories		
E	Compliance to Advisories by PIA		
F	Closure of Previous Advisories in		

S. No	Module/ Functionality	Module Execution Readiness	If presently not ready will be ready by (please specify date)
	subsequent Inspections		
G	Raise Default for Non Compliance		
H	Approval of Default for Non-Compliance		
I	MIS Reports (Inspection)		
7	<b>Candidate Management</b>		
A	Candidate Registration - By candidate		
B	Candidate Registration - Facilitated		
C	Candidate Information Updating		
D	Candidate Authorization		
E	Candidate Profile print		
F	Candidate Screening & Selection		
G	MIS Reports (Candidate Management)		
8	<b>Batch Management</b>		
A	Batch Creation		
B	Batch Modification		
C	Extension of Freeze Date by Central Technical Support Agency/SRLM		
D	Batch Closure - Classroom/ OJT		
E	Batch Termination - Q Team/ SRLM/ Central Technical Support Agency		
F	Transfer of Batches to other Centers		
G	MIS Reports (Batch Management)		
9	<b>Training Management</b>		
A	Training Curriculum		
B	Creation of Training Plan		
C	Updating of training Plan		
D	Search/ Selection/ Transfer of candidates		
E	Transfer confirmation		
F	Enrolment of a candidate		
G	De-enrolment of candidate from a batch (within freeze period)		
H	Trainee Information Update		
I	Manual Drop-out of trainees		
J	Manual Attendance - Trainee		
K	Manual Attendance - Trainer		
L	Upload of Attendance - Batch wise		



S. No	Module/ Functionality	Module Execution Readiness	If presently not ready will be ready by (please specify date)
M	Aadhar authenticated Biometric Attendance for Trainee		
N	Aadhar authenticated Biometric Attendance for Trainer		
O	Integration with Aadhar system		
P	MIS Reports (Batch Management)		
10	<b>OJT Management</b>		
A	OJT Plan submission		
B	OJT Attendance		
C	OJT Completion Updating		
D	MIS Reports (OJT Management)		
11	<b>Assessment &amp; Certification Management</b>		
A (PIA Interf ace)	i. Internal Assessment Marks updating.		
	ii. External Assessment Plan submission		
	iii. Authorization of external assessment plan		
	iv. Change request for External Assessment plan		
	v. Re-evaluation Request of External Assessment		
B(Cer tifyin g Agen cy Interf ace)	i. Empanelment of Assessing Agency		
	ii. De-listing of Assessing Agency		
	iii. Approval of Assessing Agency Allocation		
	iv. Approval of change request		
	v. Approval of External Assessment Results		
C(Ass essin g Agen cy Interf ace)	I. Empanelment of Assessors		
	ii. Delisting of Assessors		
	iii. Approval of Assessors' Allocation		
	iv. Allocation of Assessor for Re-Evaluation		
	v. Recommendation of External Assessment Results		
D (Asse ssor Interf ace)	I. Updation of conduct of Assessment		
	ii. Updation of External Assessment marks		
	iii. Updation of Re-evaluation status		
	iv. Updation of Re-Evaluation marks		

S. No	Module/ Functionality	Module Execution Readiness	If presently not ready will be ready by (please specify date)
E	Independent assessor registration		
F	Approval of assessor by SRLM/ MoRD		
G	Certificate updating or generation		
H	Integration with Sector Skill Council (National Skill Development Corporation)		
I	Integration with National Council for Vocational Training (Directorate General of Employment and Training)		
J	MIS Reports (Assessment Management)		
K	Recording Assessment of candidates		
L	Recording Certification of candidates		
12	<b>Placement Management</b>		
A	Employer database creation		
B	Employer data information collection by Central Technical Support Agency		
C	Employer Work Place database creation		
D	Employer Work Place data Verification by Central Technical Support Agency		
E	Placement including re-employment		
F	Retention including monthly update and documentation		
G	Separation from employment		
H	Employer Work Place transfers		
I	Foreign Placement		
J	MIS Reports (Placement Management)		
K	Integration with job portal		
13	<b>Candidate Tracking</b>		
A	Sampling generation for Tracking and verification		
B	Recording Tracking activities		
C	Tracking Masters – parameters (creating objective parameters)		

S. No	Module/ Functionality	Module Execution Readiness	If presently not ready will be ready by (please specify date)
D	MIS Reports (Post Placement tracking)		
14	<b>Fund Management<sup>1</sup> (see note below)</b>		
A(Candidate Entitlements)	i. Travel & Food disbursement charges for Non-residential candidates		
	ii. Uniform distribution		
	iii. Post-Placement support		
B	Release of Funds to Central Technical Support Agency from MoRD and States (Yearly Plan)		
C	Release of Instalments to PIAs by Central Technical Support Agency/ States (Annual Action Plan)		
D	Integration with Public Finance Management system		
E	MIS Reports on Candidate Entitlements		
15	<b>Performance management/Report management</b>		
A	Project Management Dashboard for PIA		
B	Project Management Dashboard for Central Technical Support Agency/ SRLM		
C	MoRD		
D	Central Technical Support Agency		
E	SRLM		
F	PIA		
G	Project		
H	Training Center		
I	Employers		
16	<b>Default Management</b>		
A	Generation of alerts (against milestones including Prospective project Work Schedule, Work based alerts to users based on role and timelines specified in SOP)		
B	Issue of notice to PIA – Yellow Alert		
C	Issue of notice to PIA – Red alert		
D	Issue of notice to PIA – reminder		
E	Reply to notices by PIA		

S. No	Module/ Functionality	Module Execution Readiness	If presently not ready will be ready by (please specify date)
F	Intimation to MoRD (Yearly Plan)		
G	Issue of show cause notice to PIA		
H	Disposal of notice		
I	Penal action against PIA		

The details entered in the above table are true to the best of our knowledge.

Instructions:

For the column Module Execution Readiness:

- i. Enter 1 if the module is 100% completed
- ii. Enter 2 if the module is completed 75% and above but up to 100%
- iii. Enter 3 if the module is complete 50% and above but up to 75%
- iv. Enter 4 if the module is complete 25% and above but up to 50%
- v. Enter 5 if the module is less than 25% complete.
- vi. Enter 6 if the module is not available.

Note: The percentages are subjective estimates of module completion by the bidder. Detailed scrutiny of the module will be done by NABARD Consultancy Services Pvt. Ltd. while testing.

Signature of the Bidder

Date:

With office stamp