

Request for Proposal for Selection of Agency for Providing SMS Service for The Employment Exchange & ITI Portal of Jharkhand

Directorate of Employment & Training
Dept. of Labour, Emp., Training & Skill Development
Room No: 302, 3rd Floor, Nepal House
Doranda, Ranchi, Jharkhand - 834001
Ph: 0651 - 2490138
Email: manikakshay@yahoo.co.in
Website : <https://rojgar.jharkhand.gov.in>

Disclaimer

All information contained in this **Request for Proposal (RFP)** provided is in the good interest and faith. This is neither an agreement and nor an offer/ invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the presentation of this RFP document, the interested bidders shall satisfy themselves that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required.

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their bids are satisfied that the RFP document is complete in all respects.

Directorate of Employment & Training, Govt. of Jharkhand reserve the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. **Directorate of Employment & Training, Govt. of Jharkhand** also reserves right to withhold or withdraw the process at any stage with intimation to all who have submitted their bids in response to this RFP. **Directorate of Employment & Training, Govt. of Jharkhand**, reserves the right to change/ modify/ amend any or all of the provisions of this RFP document without assigning any reason. Any such change would be communicated to the bidders by posting it on the website of Employment Exchange i.e. <https://rojgar.jharkhand.gov.in> Neither **Directorate of Employment & Training, Govt. of Jharkhand** nor their employees and associates will have any liability to any prospective Bidder interested to apply or any other person under the law of contract to the principles or resolution or unjust enrichment or otherwise for any loss, expense or damage which may raise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of **Directorate of Employment & Training, Govt. of Jharkhand** or their employees and Bidder or otherwise arising in any way from the selection process for the Assignment.

Information provided in this document or imparted to any Bidder as part of RFP process is confidential to **Directorate of Employment & Training, Govt. of Jharkhand** and shall not be used by the Bidder for any other purpose, distributed to, or shared with any other person or organization.

Notice Inviting Tender (NIT)

Notice Inviting Tender (NIT)

Tender No : -----

“RFP for Selection of Agency for Providing SMS Service”

Directorate of Employment & Training, Govt. of Jharkhand invites Request for Proposals (RFP) from qualified and experienced agencies for above. Interested Bidders eligible as per qualification criteria may submit their response to the RFP latest by 31.08.2021 till 03:00 p.m. The proposal must accompany a non-refundable amount of Rs. 1,000/- (Rupees One Thousand only) towards non-refundable RFP Document Fees. Bidders required to submit the document fee of **Rs. 1,000/-** (Rupees One Thousand only) for RFP document in the name of the Director, Employment & Training, Jharkhand
The detailed RFP document can be downloaded from <https://roigar.jharkhand.gov.in> or www.niyojanprashikshan.nic.in

**Director
Employment & Training
Govt. of Jharkhand**

Definitions

Applicable Law means the Contract shall be interpreted in accordance with the laws of India.

Bidder means any firm offering the solution(s), service(s) and/ or materials required in the tender call. The word Bidder when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom client signs the contract for rendering of goods and services.

Bidder's representative means the duly authorized representative of the Successful Bidder, approved by the Client and responsible for the Successful Bidder's performance under the contract.

Client means the Director, Employment & Training, Govt. of Jharkhand

Contract means the agreement entered into between the Client and the Successful Bidder, as recorded in the Contract Form signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein.

Contract Price means the price payable to the Successful bidder under the Contract for the full and proper performance of all its contractual obligations.

Effective Date means the date on which the Agreement is executed.

Exempted Category SMS means SMS which are exempted from Transactional SMS Charge as per **Clause 3** of "The Telecom Commercial Communications Customer Preference (Eleventh Amendment) Regulations, 2013"

Financial bid or the Commercial Bid means the part of offer that provides price schedule.

Performance security means on receipt of notification of award from the client, the successful bidder shall furnish the security in accordance with the conditions of contract, in the form acceptable to the Client.

Pre-qualification and Technical bid means that part of the offer that provides information to facilitate assessment, by Directorate of Employment & Training, Govt. of Jharkhand, professional, technical and financial standing of the bidder, conformity to specifications etc.

Specification means the functional and technical specifications or statement of work, as the case may be.

Successful bidder means the agency providing the solution under this contract as named in RFP/ Technical specifications/scope of work.

Tender call or invitation for bids means the detailed notification seeking end to end solution.

Go-live shall be defined as the date of acceptance of prerequisite conditions as specified in this RFP.

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1. Bid Data Sheet

1.	Name of the Client: The Directorate of Employment & Training, Govt. of Jharkhand
2.	Name of the assignment: "Selection of Agency for Providing SMS Service"
3.	Method of Selection: L1 (Least Cost Based Selection) Note: Consortium is not allowed for this tender
4.	Earnest Money Deposit (EMD): Rs. 3,50,000 (Rupees Three Lakh Fifty Thousand) to be paid in the form of Demand draft in the name of the Director, Employment & Training payable at Ranchi Non-Refundable Tender Cost: Rs. 1,000/- (Rupees One Thousand) as Processing Fees (non-refundable) to be paid as Demand draft in the name of the Director, Employment & Training payable at Ranchi
5.	Performance Bank Guarantee: Equivalent to Rs. 7,50,000/- (Seven Lakh Fifty Thousand Only) for the satisfactory performance for an initial contract period of TWO Year.
6.	Validity Period of the Proposals: Proposal must remain valid for One Hundred and Eighty (180) days from the date of submission.
7.	Date, Time and Venue for pre-bid meeting 17.08.2021 at 3:00 PM at the chamber of the Director, Employment & Training, 3 rd floor, Nepal House, Doranda, Ranchi Pre-bid queries has to be submitted before [17.08.2021] pre-bid meeting, queries submitted later will not be entertained. Release of response to clarifications on www.rojgar.jharkhand.gov.in
8.	Last Date for submission of Bids: 03:00 PM on 31.08.2021
9.	Opening of Bids: 04:00 PM on 31 .08.2021
10.	Process for Selection and Evaluation: The selection of the bidder would follow following process: i. Stage 1: Evaluation of Eligibility criteria. All the agencies responding to this tender would need to meet the pre-qualification as prescribed in SECTION IV to get qualified for the Stage 2. ii. Stage 2: Financial Evaluation & Selection

Pre-Bid Meeting

Directorate of Employment & Training, Govt. of Jharkhand will host a pre-bid meeting as per the schedule given in this RFP. A Pre-bid meeting will be organized to provide clarifications sought by the bidders. Bidders are permitted to submit their queries in writing to the email id (manikakshay@yahoo.co.in) given above in format 4 (**as word document**) at least two days before pre bid meeting date and time.

*Any future Corrigenda/Information/ Reply to Pre-bid Queries shall be posted only on our website <https://rojgar.jharkhand.gov.in>

Structure of the RFP

This RFP is meant to invite proposals from interested bidders (Service providers) capable of delivering the services described herein. This Request for Proposal document consists of six Sections viz:

Section I: Introduction

Section II: Bidding Procedures

Section III: Project Requirements

Section IV: Instructions to Bidders

Section V: Formats & Templates

Section I: Introduction

1. Introduction

About the Directorate of Employment & Training

Directorate of Employment & Training functions under the Department of Labour, Employment, Training & Skill Development. The directorate has two wings i.e. Employment wing which supervises & control the Employment Exchanges within the State of Jharkhand and; Training wing which runs various Government ITIs.

This tender is being floated to take SMS services for the Employment Exchanges of Jharkhand. Employment Exchange works to assist the registered youth in getting employment. Time to time Employment Exchanges organize Rojgar Melas & Bharti camps where employers are invited with their vacancies & accordingly eligible registered youth are called to get themselves interviewed & selected against the vacancies. We also provide career guidance to the registered youth to help them in choosing their career. All these are free of cost service. We have total 43 Employment Exchanges spread over all the 24 districts of the State.

Objectives of the Project

Since 2014, all the Employment Exchanges in the State are functioning fully online through a web portal. Recently, we have designed & developed a new web portal by our in house IT team. The URL of the portal is <https://rojgar.jharkhand.gov.in> which is hosted in JAPIT data center at Ranchi. Any interested youth can register themselves in this portal. In this registration process the verification of their mobile number are OPT based along with their authentication. Moreover, when a Employment Exchange organize a Rojgar Mela or Bharti camp, candidates are informed & invited through SMS for which we require a bulk SMS service also. Hence, we require a SMS service provider who could integrate its service in our central web portal through which all the SMS could be sent. We also require a dashboard to monitor the SMS outflow,

Section II: Bidding Procedures

2. Proposal Preparation

Bidder is expected to examine all instructions, forms, terms and requirements in the RFP document and prepare the proposal accordingly. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect may result in the rejection of proposal.

The proposals should be submitted to the Directorate of Employment & Training in three separate envelopes as mentioned in the following sections: -

Tender Document Cost and Earnest Money Deposit

Tender Document Fees & EMD in the form of demand draft payable at Ranchi should be submitted in separate envelop, clearly mentioning the tender fee & EMD on it

Pre-Qualification (PQ) Proposal

In this envelop, along with other documents, following documents shall be a part of PQ Proposals: -

1. Bid Form on the bidder's letter-head as per Format 1: Bid Form
2. Bidder/Company Profile as per Format 2: Bidder's Profile
3. Undertaking for not being blacklisted by any State / Central Govt. by the bidder as per Format 3: Declaration Regarding Clean Track
4. Experience in execution of similar projects as per Format 5: Project Experience
5. Other documents as mentioned in the Pre-Qualification Criteria section of this document.

Commercial Proposal

Third envelop clearly mentioning Commercial Proposal on it, should be submitted as per the format of Commercial Bid as per Format 6: Commercial Bid format. Failing in submission of bid in requisite format may lead to rejection of bid.

3. Proposal Submission

The proposals submitted should have all pages numbered. It should also have an index giving page wise information of documents. Proposal that are incomplete or not in prescribed format will be summarily rejected.

The Bidder shall submit the proposals in hard copy as described below-

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1. **Pre-qualification** – In A4 size paper, signed on each page & comprising of maximum of 3 volumes (if required), with file name clearly mentioning: “PQ for Selection of Agency for Providing SMS Service”
2. **Commercial Proposal** – As per Format 6: Commercial Bid .
3. Prices should not be indicated in the Pre-Qualification Proposals.
4. In case of discrepancy between amount given in words and figures, the details given in words shall prevail.
5. All the columns of the quotation form shall be duly, properly and exhaustively filled in. Rates shall always be both in the figures and words.
6. The Bidder is allowed to submit only one proposal against this RFP. The bidder has to submit the complete proposal not in part or for particular quantum of work, such proposal will automatically be disqualified without any intimation to bidder. References to previous or on- going Proposals will be not considered. Documents in support of eligibility must be enclosed with the tender. Offers without satisfying eligibility conditions will be out rightly rejected and no correspondence in this regard will be entertained.

4. Bid Evaluation Criteria

Pre-Qualification Criteria

S.No.	Criteria	Valid Supporting Documents / Information to be submitted
1.	Proprietary firm or partnership firm or private or LLP or Ltd. Company or A company incorporated in India under the Companies Act, 1956 and subsequent amendments.	Copy of Certificate of Incorporation and Copy of Memorandum of Associations (MOA), Articles of Association (AOA). No joint venture/consortium is allowed.
2.	The Bidder should have minimum average Annual Turn-over of Rs. 1.5 Crore (1.5 Crore) in past three financial years, viz. FY 2018-19, 2019- 20 & 2020-21). The annual turnover related to SMS services will only be considered.	a) Audited Profit and Loss Statement and Balance sheets. In case 2020-21 balance sheet are not audited then certified provisional figures from Chartered Accountant can be submitted b) Chartered Accountant certificate indicating turnover of specific year along with Audited Profit & Loss Statement and Balance Sheets. (In case 2020-21 balance sheet are not audited then certified provisional figures from CA to be submitted

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S.No.	Criteria	Valid Supporting Documents / Information to be submitted
3.	The bidder should have a minimum experience of 3 years in providing SMS wherein they must have sent/fired an average of 10,00,00,000 (10 Crore) SMS / year.	a) Completed Annexure –Format 5: Project Experience, for each project b) Work order (clearly indicating value & scope) c) Relevant documents (Agreement) from client to prove desired scope/quantum of work d) Completion Certificate on Client letterhead
4.	Bidder should have executed at least 3 orders of similar scope, with each project having minimum value of INR 24 Lakh in the last 3 financial years.	a) Completed Annexure –Format 5: Project Experience, for each project b) Work order (clearly indicating value & scope) c) Relevant documents (Agreement) from client to prove desired scope/quantum of work d) Completion Certificate on Client letterhead
5.	The bidder should be registered telemarketer / aggregator registered on DLT (Distributed Ledger Technology) platform for SMS Service as per TRAI mandate.	a) Copy of the valid registration certificate with TRAI
6.	The bidder should have direct arrangements with minimum TWO telecom service providers for SMS services within India	a) The bidder should submit a copy of valid agreement with the telecom service providers. If the backend contract validity with Telecom Service Provider (SP) is not valid for the full contract period, then the bidder should give a declaration that he will extend the contract validity with SP for the entire contract period. The successful bidder shall submit a copy of the extended contract to the Directorate of Employment & Training before work award
7.	The bidder should have a valid ISO 27001 certification for services as of bid submission date	a) The bidder should submit a copy of valid ISO 27001 certificate for services
8.	The bidder shall not be blacklisted by any Government/Semi Government	Format 3: Declaration Regarding Clean Track should be attached for the bidder.

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	organizations in India, as on date of	
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S.No.	Criteria	Valid Supporting Documents / Information to be submitted
	submission of bid.	

5. Bid Evaluation Process

Bid Evaluation Committee

The bid evaluation committee constituted by the Directorate of Employment & Training shall evaluate the bids. This may involve the representations from field and/or other department's experts. The decision of the bid evaluation committee in the evaluation of the Eligibility Criteria and Commercial bids shall be final.

Tender Evaluation

To evaluate the Tender, the Directorate of Employment & Training shall formulate a Tender Evaluation Committee (TEC) (also referred to as "Evaluation Committee"). The Evaluation Committee shall evaluate the Eligibility Criteria and Financial bids as per the following process:

Directorate of Employment & Training will evaluate and compare the bids that have been determined to be substantially responsive i.e. in compliance to the TENDER documents in every aspect.

Tender Evaluation Committee shall review the Eligibility Criteria. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, Evaluation Committee may, at its discretion, ask any Bidder for clarification of its bid, which will be submitted formally through mail or hardcopy of authorized person as mentioned in format

The Financial Proposals of only those Bidders who have been qualified in the Eligibility Criteria will be opened in the presence of their representatives. They may choose to attend the session on the specified date, time and address mentioned in the Bid Data Sheet or as per the Date and Time revised in the subsequent communication given by the Directorate of Employment & Training to the qualified bidders.

Failure to Agree with the T&C of the Tender

Failure of the successful bidder to agree with the Terms & Conditions of the TENDER RFP shall constitute sufficient grounds for the annulment of the proposal or the award, in such event Directorate of Employment & Training would reject the proposal and forfeit the EMD as specified in the document.

Financial Bid Evaluation

The financial bids for bidders who qualify the Eligibility criteria will be opened. Financial bids, not substantially responsive i.e. in compliance to the TENDER documents in every respect or incomplete in any manner, are liable to be disqualified. The bidder with lowest bid value may be declared as Lowest Bidder (L1).

Selection of the Bidder

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1. The bidder qualified in Eligibility criteria with L1 rate shall be the successful bidder.
2. In the event that any successful bidder (L1) withdraws or is not ready for engagement for any reason, Directorate of Employment & Training may invite the bidder with next lowest rate (L2) for engagement, provided L2 bidder is ready to accept the rate quoted by L1 bidder.

6. Contract Finalization and Award Criteria

Issuance of LoI

Directorate of Employment & Training shall notify the selected bidder, through a Letter of Intent (LoI), that its bid has been accepted. The letter of intent will be accompanied by the Performa for contract, incorporating all agreements between the parties.

Signing of Contract

1. Within 15 days of receipt of the LoI, the successful Bidder shall sign and date the contract and return it to Directorate of Employment & Training.
2. The selected bidder will initiate the execution of the work as specified in the agreement.

Section III: Project Requirements

7. Scope of Work

The main scope of work of selected bidder is to provide push-based SMS delivery service 365x24x7 mode as per details hereunder, while ensuring compliance of all statutory norms applicable for the project during the contract period.

The approximate number of SMS required to be delivered for various purpose per year shall be about 100,00,000 (one crore). Out of the estimated total number of SMS's, all of them will be of exempted category. However, it is only a rough estimate which may vary.

Specifications of Services

Types of SMS

1. SMS for OTP / Unicode OTP
2. Single / Bulk Message – English / Unicode Text Message
3. SMS shall be only text (Hindi and English both)

Web Interface

Successful bidder shall provide to the IT PMU of the Directorate of Employment & Training, a web interface which should have the following minimum features:

1. **Custom Dashboard** – for viewing status of project by senior administration. The requirements of same shall be collated by the successful bidder and provisioned upon approval by the Directorate of Employment & Training
2. API provisioning for sending SMS
3. Facility to create multiple Sender Ids (Bidders should be able to send SMS "Sender ID")
4. Each approved Sender should be able to schedule the SMS from his own system / Separate IP, i.e. sender ID operations are to be location and IP independent
5. Creation and maintenance of Sub Accounts under Main Account and tagging of Sender IDs
6. Facility for requesting SMS limit and allocation of SMS count to multiple sub accounts
7. Scheduling the messages with defined date and time for auto-delivery
8. Management of group of SMS receivers
9. Daily / monthly SMS sent report with all requisite data like time stamp, delivery status etc. as per needs
10. Report on failure intimation of every undelivered SMS with error description
11. Facility to provide reports aggregated based on Mobile number, Date, Account, Protocol, transaction, Grade, and the like. The generated detailed report shall be in both Excel and PDF formats, besides, in any other standard industry format as specified by department. The reports shall

also contain timestamps of SMS received at successful bidder's Server, SMS sent to the Telecom operator, actual delivery to the end user and final status of SMS alert along with status description.

12. Identify and re-engage with users who showed interest – The advanced click tracking which allow to trace mobile numbers of all recipients who clicked on our bulk SMS campaigns.

Data maintenance, Logs and Reports

Successful bidder shall have to maintain and as per department request, produce, the following: -

1. Logs of all sent SMS with individual receipt status along with time stamp of request received from department for sending individual SMS and actual time stamped of delivered/undelivered SMS
2. Unique identification code (SMS ID for each individual SMS)
3. Bidder shall have to restrict sending duplicate SMS in any manner. No payment would be made for such duplicate SMS.
4. MIS report related to SMS service like, monitoring of total messages sent within a day/ week/ month, time delay (if any) in sending the messages, number of failed messages (with reasons for failure), invalid mobile numbers, number of messages sent
5. Bidder shall have to maintain the data with regard to SMSs sent for at least 1 Year. The data maintained should have the following minimum fields:
 - a. Mobile Number/MSISDN
 - b. Complete Message text
 - c. SMS Language
 - d. Message Category
 - e. Bearer (GSM/CDMA)
 - f. Operator
 - g. Circle
 - h. National/International
 - i. Sender Name/ID
 - j. Date/time of SMS received at the gateway
 - k. Date/time of SMS send to the operator
 - l. Date/time of SMS delivered to the end subscriber finally
 - m. Status of the SMS
 - n. Status description

System Features

6. The successful bidder shall deploy the system having following capabilities:
 1. Capability to send SMS to all GSM and CDMA handsets and on all telecom operators available in the state without any exception.
 2. Delivery of real time SMS alerts on 24x7x365 basis as per requirement of department.
 3. Bidder should have a capability to handle at least 3 lacs real time SMS alert per day
 4. The bidder should be able to allocate a minimum throughput 750 SMS per second
 5. The solution offered should be a multilingual messaging solution supporting English and Hindi languages

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6. Ensuring that SMS message whose content is less than 160 characters in English and 70 character in Hindi languages, is delivered as a single message on receiver's handset, unless there is dependency on the receiver's mobile handset
7. Configurable mechanism in terms of number of re-tries and time duration for each retry for messages that cannot be delivered immediately
8. Ensuring that duplicate/multiple SMS are not delivered to the recipients
9. Compliant with Standard IT & IS Security policy in key concern areas relevant to this RFP. Some of the key areas are as under:
 - a. Responsibilities for data and application privacy and confidentiality
 - b. Responsibilities on system and software access control and administration
 - c. Physical and logical separation from other customers of the Vendor
 - d. Incident response and reporting procedures
 - e. Password Policy of department
 - f. Data Encryption/Protection requirements of department
 - g. Ensuring confidentiality, integrity and availability, in general

Technical Support

The successful bidder shall provide technical support on all working days and over the telephone / email/ remote control mechanism. Successful bidder shall have to provide a contact no. and a mail ID through which a technical person can get in touch in case of any problem with regard to service of sending SMS. Also, nodal person and company representative should actively coordinate to resolve the issues of department, as and when they arise.

8. Period of Contract

1. The contract shall commence from the date of execution of agreement and shall continue for **TWO YEAR** unless the same is curtailed or terminated by the authority owing to deficiency in service, sub-standard quality of services, breach of any conditions of contract or change in requirements
2. The Agreement shall automatically expire on completion of agreement period unless it is extended for further period by mutual consent of the Successful Bidder and department.
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period as will be mutually agreed upon by the Selected Bidder and department, subject to a maximum of two extensions of one year each.
4. Department reserves the right to terminate the agreement by issuing prior notice of 1 month to the successful bidder
5. The successful bidder will be bound to furnish details to department while submitting the tender or at subsequent stage as per tender document. Any such document furnished by the successful bidder found to be false at any stage, it would be deemed a breach of terms of agreement and may lead to termination of the agreement

9. Project Schedule

The successful bidder will be required to integrate their solution with the Employment Exchange Portal, as per below timelines of award of contract.

S.N.	Activity	Timeline
1.	Integrate solution with the applications of Directorate of Employment & Training and start of SMS services	T + 15 days
2.	Deployment and Go-Live of Custom Dashboard	T + 45 days

Note: 'T' denotes the date of award of Contract

Acceptance Criteria

1. A team comprising of representatives from department and successful Bidder will verify satisfactory performance of all the modules.
2. In case such a delay occurs, the acceptance should be completed for those services where these procedures are not impacting.

10. Service level Requirements (SLR)

Subject to conditions of contract if the successful bidder fails to commence the activities within the specified time period, competent authority shall without prejudice to its other remedies under the contract, may levy following penalties:

Penalties at Initiation Stage

S.N.	Performance Criteria	Definitions	Penalty
3.	Single Point of Contact from agency to coordinate with the IT PMU of the Directorate, after the agreement is signed	Designating Nodal person for the Directorate within 7 days of signing the agreement	Penalty Rs. 1000 (One Thousand) per day for not deploying the coordinator after 7 days of award of contract
4.	Deployment and Rollout of Services (as described in Scope of Work)	Delay in deploying the services within 15 days	Penalty Rs. 2000 (Two Thousand) per day for not deploying the Services after 15 days of award of contract
5.	Go-live of custom dashboard	Delay in deploying the services within 45 days	Penalty Rs. 10000 (Ten Thousand) per day for not deploying the Services after 45 days of award of contract

***Note:** If the delay is beyond the timelines and no extension of time is given by the Directorate of Employment & Training, the contract may be terminated and the entire Performance Security would be forfeited

Penalties during operations

S.N.	Performance Criteria	Definitions	Penalty
1.	Delay in SMS delivery beyond defined delivery time of 15 seconds	Based on report provided in MIS and verified by Directorate of Employment & Training	At the rate of 5% (Five percent) per SMS charges X number of Delayed delivery
2.	Non-delivery of SMS	Based on report provided in MIS and verified by Directorate of Employment & Training	At the rate of 5% (Five percent) per SMS charges X number of Delayed delivery
3.	Deficiency in SMS reporting data in MIS reports	Based on report provided in MIS and verified by Directorate of Employment & Training	At the rate of 7% (Seven percent) of monthly billing
4.	99% Up-time of SMS gateway services*	Based on report provided in MIS and verified by Directorate of Employment & Training	At the rate of 7% (Seven percent) of monthly billing

* An advance notice of at least 48 hrs. shall be required to be given by the successful bidder for any planned downtime activities which shall be carried out during non-peak hours viz. 10:00 pm to 6:00 am.

Note:

1. The penalties, if applicable, shall be deducted from the Quarterly payment against the invoices of the successful bidder
2. The maximum 'operational penalty' that can be deducted from the quarterly invoice shall be 20% of that invoice amount. Further, in case the value of total 'Operational penalties', is 20% of the Quarterly service charges for 2 consecutive times, the contract may be terminated and the performance guarantee may be forfeited

11. Exit Management

The Service provider has to support an orderly, controlled transition of responsibility for the provision of the services/ from the Service provider to the new Service provider without any disruption in the services to the Employment Portal. The Service provider is required to submit the Exit Management Plan 3 months before the completion of the contract. The Exit Management Plan shall be based on mutually agreed terms between Service provider and the Directorate of Employment & Training. The Directorate of Employment & Training can extend the contract, based on same terms and conditions of this RFP.

Section IV: Instructions to Bidders

12. General Conditions of Contract

Language of Bids

All Proposals, correspondence and documents related to proposals, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English language.

Compliance & Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of its proposal. The RFP Document is not transferable to any other bidder.

Signing of Communication

All the communication to the Directorate of Employment & Training including this RFP and the bid documents shall be signed on each page by the authorized representative of the bidder and authority letter should be attached with the bid.

Amendment of Bid Document

At any time prior to the deadline for submission of bids, the Directorate of Employment & Training for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bid documents by amendment/corrigendum. Any such communication shall be posted on website and bidders are requested to visit the website for updates. The Amendments will be binding on bidders. In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids the Tendering Authority, at its discretion, may extend the deadline for the submission of bids. Any modification in submitted proposals will not be considered.

Bid Validity

All the bids must be valid for a period of 180 days from the last date of submission of the RFP for execution of Contract Agreement. However, the quoted rates should be valid for the initial/extended period of the contract from the effective date of the Contract Agreement. No request will be considered for price revision during the contract period.

Deadline for Submission of Bids

Bids must be received by the Tendering Authority in hardcopy, no later than the time and date specified in the Tender Notice. In the event of the specified date for the submission of Bids being declared as a holiday for the Tendering Authority, the bids will be received up to the appointed time on the next working day. However, the Tendering Authority may, at its discretion, extend this deadline for submission of bids, in

which case all rights and obligations of the Tendering Authority and TENDERERS will thereafter be subject to the deadline as extended.

Clarification of Commercial Bids

The Tendering Authority may at its discretion discuss with the Tenderer (s) to clarify contents of financial offer.

Right to Terminate the Process

Directorate of Employment & Training may terminate the RFP process at any time and without assigning any reason. Directorate of Employment & Training makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by the Directorate of Employment & Training.

Disqualification of Bids

1. The Directorate of Employment & Training may at its sole discretion and at any time during the processing of tender, disqualify any bidder from the tendering process if the bidder has:
2. Not submitted EMD as per specified timelines.
3. Made misleading or false representations in the forms, statements and attachments submitted.
4. If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
5. Submitted bid document, which is not accompanied by required documentation and Earnest Money Deposit (EMD) or non-responsiveness.
6. Failed to provide clarifications related thereto, when sought.
7. Conditional bids will be summarily rejected.
8. Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.

Right to Accept/Reject any or all Proposals

Directorate of Employment & Training reserves the right to accept or reject any proposal, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for action of the Directorate of Employment & Training.

Modification & Withdrawal of Proposal

The Bidder is not allowed to modify its proposal subsequent to the final submission of proposals. The Bidders cannot withdraw the proposal during the period between the last date for receipt of proposals and the expiry of proposal validity period specified in the RFP. A withdrawal of proposal during proposal validity period may result in the forfeiture of its EMD from the Bidder.

Limitation of Liability

Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.

The total cumulative liability of the Service provider arising from or relating to this Contract shall not exceed the Total Contract Value, which gives rise to such liability provided, however, that this limitation shall not apply to any liability for damages arising from:

1. Willful misconduct, or
2. Indemnification against third party claims; or
3. Gross Negligence

Bid Security / EMD

1. The bidder shall furnish a bid security (EMD) as stated in the Bid data sheet.
2. The Bid Security (EMD) shall be in Indian Rupees (INR) shall be paid in the form of a DD.
3. No interest shall be payable on EMD under any circumstances.
4. Unsuccessful Bidder's Bid security shall be discharged or returned within 60 (sixty) days of expiration of the period of proposal validity prescribed by the Tenderer or after awarding tender to successful Bidder.
5. The successful Bidder's EMD shall be discharged upon the signing of agreement by the Bidder, and submission of irrevocable Performance Guarantee.

The Bid security will be forfeited at the discretion of Tenderer on account of one or more of the following reasons-

1. The Bidder withdraws its Proposal during the period of proposal validity
2. Bidder does not respond to requests for clarification of its proposal
3. In case of a successful Bidder, the said Bidder fails-to sign the Agreement in time.
4. In case of successful bidder, the bidder has to submit the irrevocable Performance Security, as defined in this RFP

Performance Security

The Bidder shall at his own expense, deposit with the Directorate of Employment & Training, within Fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Security in the form of Bank Guarantee (BG) from a Scheduled/ nationalized Bank acceptable to the Directorate of Employment & Training, payable on demand, for the due performance and fulfillment of the contract by the bidder.

This Performance Security of INR 7,50,000/- (Seven lakh Fifty Thousand Only), in favor of The Director, Employment & Training, Jharkhand, payable at Ranchi. All charges what so ever such as premium, commission, etc. with respect to the BG shall be borne by the bidder. The BG shall be valid for the Contract period + 3 Months and extension (if any) thereof) from the date of signing of agreement and should be in the standard format

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prescribed by Reserve Bank of India. Also, the same shall be extended to the extent that it remains valid for at least 6 months after the expiry of the contract.

The bidder will also be required to further extend the performance security, in case the Directorate of Employment & Training extends the contract, to an extent that the BG is valid for a minimum of 6 months after the expiry of the Contract. Further on extension of contract period performance security to be submitted based on contract value at that time.

The extended BG in all the above cases shall be submitted at least 3 months before the expiry of the previous BG, failing which Directorate of Employment & Training reserves the rights to terminate the contract, and forfeit the BG.

Bid Prices

The bidder shall express their bid prices using the price schedule form provided in the bidding documents as Format **6: Commercial Bid**. All costs and charges related to the bid shall be expressed in

Indian Paisa. Prices indicated in the Price Schedule shall be entered in the following manner: -

- The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of the services offered.
- Prices shall be for the entire scope of work as per section 7 of this RFP, inclusive of all Discounts, Levies, Freight, Octroi & Taxes (taxes, duties, charges, etc.) except GST

Payments

Payment shall be released by the Directorate of Employment & Training as per the following terms:

The sum quoted by the Successful bidder for providing SMS services into multiples of the SMS sent in a given quarterly minus the penalties for the breach of Service Level Agreement will be the quarterly payment that will be made to the Successful Bidder. The successful bidder shall submit his quarterly invoice mentioning aforementioned details and total amount of claim, during first week of every quarter following the quarter for which services have been rendered.

Resolution of Disputes

If any dispute of any kind whatsoever shall arise between Directorate of Employment & Training and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation.

If the parties fail to resolve such a dispute or difference by mutual consultation, the dispute shall be settled by arbitration in accordance with the following provisions:

- i. Selection of Arbitrators – Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/ arbitration in accordance with the rules of procedure for arbitration of the State of Jharkhand, to the sole

Arbitrator the Secretary, Department of Labour, Employment, Training & Skill Development, Govt. of Jharkhand or an officer nominated by her/him shall be the arbitrator.

Governing Language

The contract shall be written in English. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be in English.

Applicable Law

The contract shall be interpreted in accordance with appropriate Indian laws and the jurisdiction would be Ranchi district court.

Taxes and Duties

The bidder shall be entirely responsible for all other taxes, duties, license fee, Octroi, road permits etc. No increase in base rates will be allowed during the period of the contract.

Ownership and Use of Data

Directorate of Employment & Training holds exclusive rights to all data captured by the system and is NOT SHARABLE. The bidder cannot sell or use data for its own research or benefit without prior approval granted from the Directorate of Employment & Training. Occurrence of a data breach instance on part of the successful bidder may lead to termination of the contract and/or legal recourse.

Termination for Default

The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Tenderer terminate the Contract in whole or part:

- (a) If the Tenderer fails to deliver any or all of the services within the period(s) specified in the Contract.
- (b) If the Tenderer, in the judgment of the Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Tendering Authority, and includes collusive practice among TENDERERS (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and deprive the Tendering Authority of the benefits of free and open competition.

Consequence of Termination

In Circumstances mentioned above the Tendering Authority may forfeit the security deposit /Guarantee.

Termination for Insolvency

The Tendering Authority may at any time terminate the Contract by giving written notice to the Tenderer, if the tenderer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Tenderer, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Tendering Authority.

Force Majeure

The Bidder shall not be liable for forfeiture of its performance security, penalties, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes, act of god, riots, strikes, change in relevant government policy etc.

If an event of Force Majeure continues for a period of ninety (90) days or more, the parties may, by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for goods/services already delivered or performed.

Notices

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by email and confirmed in writing to the other party's last recorded address. A notice shall be effective when delivered or tendered to other party whichever is earlier.

Binding Clause

All decisions taken by the Tendering Authority regarding the processing of this tender and award of contract shall be final and binding on all parties concerned. The Tendering Authority, reserves the right:

- To vary, modify, revise, amend or change any of the terms and conditions mentioned in RFP; or
- To reject any or all the tender/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision

Interpretation of the Clauses

In case of any ambiguity in the interpretation of any of the clauses in Tender Document Directorate of Employment & Training **interpretation** of the clauses shall be final and binding on the bidder. **The decision taken by the Director, Employment & Training in the process of Tender evaluation will be full and final.**

13. Special Conditions of Contract

Sub-Contracting

Sub-contracting is not allowed under this RFP.

Infrastructure arrangement by Bidder

The bidder should assess the capacity planning and assessment for the solution in order to meet the Service Level Requirements of the solution.

Risk Purchase

In case of breach of any of the conditions of the agreement or delay in supply or failure to implement at bidder's own quoted rates, the Directorate of Employment & Training may at its option, take any or all of the actions detailed below: -

- Forfeit either wholly or the part of the service charges/ security deposits.
- Taking of such other action against the bidder including legal action for breach of contract.
- Levy of penalties or with-held payment to the extent of services not provided.

Compliance to Guidelines

Bidders shall comply with applicable guidelines issued by Central / Jharkhand State Government Authorized Agencies from time to time.

The bidder will be required to make the changes in the solution, in order to meet the guidelines issued by such agencies from time to time with no additional cost to the Directorate of Employment & Training.

Warranties & Intellectual Property Rights (IPR)

During the operations phase from the date of Go-Live, the bidder will implement all product(s) and documentation updates, patches/ fixes, and version upgrades within 15 days of their availability/release date and should carry out installation and make operational the same at no additional cost to the Directorate of Employment & Training. Such activity would have to be planned by bidder in such way that the same results in zero down time for users i.e. ideally to be completed during off business hours).

Bidder must ensure that they have all necessary licenses, approvals, consents of third Parties/principle manufacturers and all necessary technology, hardware and software to enable it to provide the solution.

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Intellectual property in anything developed by the Solution Provider specifically and exclusively for Directorate of Employment & Training, and based on the information or data owned by Directorate of Employment & Training, shall vest with the Directorate. The directorate of Employment & Training will have the IPR for all the functional processes and process flows therein.

Section V: Formats & Templates

1. Format 1: Bid Form

(To be submitted on letterhead of the Bidder)

To

Dated -----, 2021

The Director, Employment & Training
Dept. of Labour, Employment, Training & Skill Development
3rd Floor, Nepal House, Doranda
Ranchi, Jharkhand – 834001.

Ref: Selection of Agency for SMS Service

Dear Sir,

Having examined the tender document of Selection of Agency for Providing SMS Service as detailed in the tender document, Terms & Conditions and scope of procurement, Specifications etc., and having understood the provisions and requirements relating to the procurement and all other factors governing the tender, We hereby submit our offer for the tender document of Selection of Agency for Providing SMS Service, in accordance with terms and conditions and confirm our acceptance to execute the order within the time period specified in the tender document, at the rates quoted by us in the accompanying financial Bid.

We accept the RFP document and if we fail to complete the delivery as per the order, we agree that, the Directorate of Employment & Training shall have full authority to forfeit the earnest money/Performance Security and cancel our order with no obligation on their part.

We confirm having submitted earnest money of INR 3,50,000/- (INR Three lakh Fifty thousand only) in the form of a demand draft in the name of The Director, Employment & Training payable at Ranchi.

We further confirm that –

We have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.

We have sufficient qualified manpower and necessary materials and after sales support to execute the order efficiently in the specified time schedule.

The quoted rates shall be valid for 180 days from the date of submission of the bid.

We further confirm that all contents of the tender document have been read, understood and signed and there is no deviation/discrepancy.

Signature of the Bidder

With stamp and date

2. Format 2: Bidder's Profile

(To be submitted on letterhead of the Bidder)

TECHNICAL PROPOSAL SUBMISSION FORM		
Section 1: Organizational Details/Personal details		
1.1 Name of the Firm/ Organization/ Individual.		
1.2 Address of the Head Office:		
1.3 Address of the Project Offices:		
1.4 Telephone, Fax and Email details		
1.5 Name and Designation of the Authorized Representative of the renderer to whom all the references shall be made :		
1.6 Address, phone, fax and email of the Authorized Representative		
Section 2: Subject Area		Reference Page No.
2.1 Area of Expertise:		
2.2 Academic strength and reputation:		
Section 3: Registration Details		Reference page No.

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3.1	Registration no. and date:		
3.2	PAN/TAN card number details		
3.3	GST registration details		
3.4	Any other registration		
Section 4: Experience & Profile			Reference Page No.
4.1	Summary of similar projects executed successfully in the past years (FY 2018-19, 2019-20 & 2020-21); focusing on brief descriptions of assignments and experience in similar conditions.		
(i)	Project title		
(ii)	Source of Funding		
(iii)	Implementing partners (if any)		
(iv)	Project duration		
(v)	Project budget		
(vi)	Project brief		
4.2	Experience in providing SMS services		
Section 5: Turnover			Reference Page No.
5.1	Turnover of last three years (submit audit report/balance sheet)		
	Year 1 (FY 2018-2019)		
	Year 2 (FY 2019-2020)		
	Year 3 (FY 2020-2021)		

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Section 6: Earnest money deposit (Bid Security)		Reference Page No.
6.2	Details of Earnest money deposit	
(i)	Amount	
(ii)	Demand Draft no. & Date	

Signature of the Bidder

With stamp and date

3. Format 3: Declaration Regarding Clean Track

(To be submitted on letterhead of the Bidder)

The Director, Employment & Training
Dept. of Labour, Employment, Training & Skill Development
3rd Floor, Nepal House, Doranda
Ranchi, Jharkhand – 834001.

Ref: "Selection of Agency for Providing SMS Service" against tender No / _____ dated _____
due for opening on _____

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document regarding
"Ref: "Selection of Agency for Providing SMS Service".

I hereby declare that my company has not been debarred/black listed by any Government/Semi
Government organizations in India. I further certify that I am competent officer in my company to
make this declaration.

In accordance with the above we would like to declare that:

1. We are not involved in any litigation that may have an impact of affecting or compromising
the delivery of services as required under this assignment.
2. We are not blacklisted by any Central/State Government/Public Sector Undertaking in India.
3. The information provided in the tender document is true and no false representation has
been made.

Yours faithfully,

(Signature of the

Bidder) Printed Name

Designation Seal

Date:

Business Address:

Place:

Bidder's signature

Date:

with seal.

5. Format 5: Project Experience

(To be submitted separately for each project along with requisite supporting documentary)

S. No	Item	Details	Reference Page Number of Supporting Documents
General Information			
1	Customer Name/Gov. Dept.		
2	Name of the Customer Contact Person and Contact details including email-id.		
Brief Description of scope of Project			
3	Total Contract Value of the project (in INR)		
4	Cost of SMS services provided (by the Bidder)		
Project Details			
5	Name of the project		
6	Start Date/End Date		
7	Date of Go-Live		
8	Current Status (work in progress, completed)		
9	Contract Tenure		
11	Brief Scope of Work		
13	Average No. of SMS per month		

Signature of Customer:

Name of Customer:

Seal of Customer:

6. Format 6: Commercial Bid Format

Having examined the RFP document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to implement, as Agency for Providing SMS Service for the Employment Exchange Portal of Jharkhand. To meet such requirements and to provide services as set out in the RFP document, we herewith submit our commercial proposal as under: -

	(A)	(B)
S.No.	Items	Quoted Basic Price in Indian PAISE (EXCLUDING GST)
1	Price per SMS	

Important Term & Conditions:

- a. GST shall be paid as per prevailing rates
- b. The quoted prices shall include cost towards the entire scope of work as per Section 7 of this RFP, except GST
- c. The Quote in Column 'B' , shall be quoted in **INDIAN PAISE** up to two decimal points only.
- d. We understand that while the Sum Total in S.No. 3 arrived is the final output taken into consideration for bid-evaluation purposes, the rates quoted in 'Column B' of the commercial Bid is the commitment we make in our commercial bid response. Further we undertake that in case of any discrepancy in any of the commercial bid, the values mentioned in the 'Column B' would be considered final.
- e. Based on the transactions occurring per Quarter, the aforesaid mentioned respective rates quoted in Column B would be applicable for Quarterly invoices against each service.

Date : (Signature of the Authorized Signatory)

Place : (Name and designation of the Authorized

Signatory) Name and seal of Bidder/Lead Firm

Place:

Bidder's signature with seal

Date:

7. Format 7: Declaration

(On Company letterhead only)

DECLARATION		
<p>The undersigned, having read the Terms and Conditions of set out in the attached document, hereby offers to provide the services at the prices quoted, in advance with the specifications stated and subject to Terms and Conditions set out or specified in the document. We submit our Proposal, which includes this proposal, and Financial Proposal We confirm that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations. We understand that the Directorate of Employment & Training, Jharkhand is not bound to accept any Proposal you receive.</p>		
Name of authorized representative :		Reference page
Title:		
Postal address :		
Date:		
Telephone No. :		
Email Address:		
Mobile No. :		
Signature:		

8. Format 8: Authorization Letter

(Representative AUTHORIZATION Letter on the Letterhead of the Bidder)

Date :.....

Ref :.....

To,

The Director, Employment & Training
Dept. of Labour, Employment, Training & Skill Development
3rd Floor, Nepal House, Doranda
Ranchi, Jharkhand – 834001.

Ms./Mr.....is hereby authorized to sign relevant documents on behalf of the company/firm in dealing with tender reference No.....She/He is also authorized to attend meetings and submit technical and commercial information as may be required by the Directorate of Employment & Training, Jharkhand in the course of processing above said application.

(Proof of above person as employee of the company to be enclosed)

Thanking you,

Representative Signature Authorized Signatory

.....

.....

Signature attested