

**Directorate of Employment & Training  
Department of Labour, Employment & Training**

**INVITATION OF TECHNICAL AND COMMERCIAL BIDS FOR  
DEVELOPMENT & DEPLOYMENT OF A WEBSITE FOR JHARKHAND  
GOVERNMENT ITIs**

**BIDDING DOCUMENT  
(To be used for furnishing bids by the eligible firms)  
Tender Ref. No. :- 10/05.01.2021**

*Address for communication:*

***DIRECTORATE OF EMPLOYMENT & TRAINING  
3<sup>rd</sup> FLOOR, NEPAL HOUSE  
DORANDA, RANCHI-834001  
Phone / Fax : 0651-2490138  
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## SECTION -I

### INVITATION FOR BIDS (IFB)

#### **1.1 Introduction**

In view of the increasing importance of information technology (IT), Directorate of Employment & Training, Department of Labour, Employment & Training, Govt. of Jharkhand has decided to develop & deploy a dynamic website for Government ITIs of Jharkhand State. This website will be a single point of information gathering place for all ITI activities along with providing a digital platform to administrative control to the Hq. & e-Learning platform to the students.

The project also aims at smooth integration with the digital deliverables of other wings of the department like Employment & Skill Development. Hence, the ultimate goal is to create a complete ecosystem for training & employment. As Skill Development is also a part of the department, the website should be designed in such a manner that if required, all the websites of the Department i.e. ITI, Employment Portal & Jharkhand Skill Development Mission (JSDM) Portal could transact with each other's data.

On this background Director, Employment & Training on behalf of the Jharkhand State Government invites bids for development of a comprehensive website for ITI.

Tender Document may be downloaded from [www.niyojanprashikshan.nic.in](http://www.niyojanprashikshan.nic.in) or can be procured by submitting a DD of Rs. 1000/- in the name of the Director, Employment & Training, Jharkhand

The summary of various activities with regard to this invitation of bids are listed in the table below:

Tender Reference No.	10/05.01.2021
Work Description	Development of a website for Jharkhand Government ITIs.
Tender Fee	Rs. 1000/-
Bid Security Cost	Rs. 50,000/-
Inviting Officer	Director, Employment & Training Govt. Of Jharkhand
Link to download tender	<a href="http://www.niyojanprashikshan.nic.in">www.niyojanprashikshan.nic.in</a>
Tender download period	04.01.2021 to 25.01.2021
Last Date & Time of Bid Submission	27.01.2021 / 01:00 PM
Date/Time & venue for Pre-bid meeting	15.01.2021 / 12:30 PM Chamber of the Director, Employment & Training, Nepal House, Ranchi.
Date/Time for Technical Bid Opening	27.01.2021 / 02:00 PM
Date/Time for Commercial Bid Opening	To be announced later

Venue of bid opening	Chamber of the Director, Employment & Training, Nepal House, Ranchi.
Contact Person	Sri Akshay Kumar Singh Asst. Director (Emp) I/C IT PMU
Address for Bid submission & communication	Sri Shashi Bhusan Prasad Deputy Director Training(Hq) Room No 307 3 <sup>rd</sup> Floor, Nepal House, Ranchi-1
Phone/Fax No.	0651-2490138
e-mail Id	<a href="mailto:manikakshay@yahoo.co.in">manikakshay@yahoo.co.in</a>

The Directorate of Employment & Training reserves the right to reject any or all the tender(s) received without assigning any reason thereof.

**(Dr. Neha Arora)**  
Director  
Employment & Training  
Jharkhand, Ranchi

## SECTION - II DEFINITIONS

In this tender document, the following terms shall be interpreted as indicated:

- a. **“Bidder”** means any agency that is participating in the tender process.
- b. **“Solution Provider”** means any agency that is a successful Bidder and to whom the contract will be awarded.
- c. **“Agreement”** means the contract between the Directorate of Employment & Training, Department of Labour, Employment & Training (as User Department) and Selected Agency (as Solution Provider) as recorded and signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- d. **“The Contract Price”** means the price payable to the Solution Provider under the Contract for the full and proper performance of its contractual obligations.
- e. **“The Services”** means those services that have to be provided by the Solution Provider as per the Scope of Work in accordance with the terms & conditions of the tender document which will be covered under the agreement.
- f. **“TCC”** means the Terms and Conditions of Contract contained in this tender document.
- g. **“User Department”** means Department of Labour, Employment and Training.

## **SECTION - III**

### **INSTRUCTIONS TO BIDDERS**

#### **1. Introduction**

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

#### **2. Tender Fee**

The interested eligible bidder must submit tender fee in the form of DD payable at **Ranchi** of Rs.1000/- in favour of the Director, Employment & Training at the Directorate. The tender fee will be non-refundable.

#### **3. Bid Security Cost**

Bidders shall submit, along with their Bid, the Bid security of Rs. 50,000 /-(Rupees Fifty Thousand only)

**i.** The Bid Security shall be in one of the following forms :

**(a)** Demand draft drawn on a Scheduled Bank in favour of Director, Employment & Training, payable at Ranchi.

**(b)** A Bank Guarantee issued by a Scheduled Bank in the form prescribed in Annexure-V of Bidding document.

**ii.** The Bid Security Cost shall remain valid for a period of 90 days or three Months from the last date of submission of bid and should be extended wherever required i.e. period of extension may be requested subsequently and the bidder will be bound to obey.

**iii.** Any Bid not secured in accordance with Clause (i) and (ii) above shall be summarily rejected as non-responsive.

**iv.** No interest shall be paid on Bid Security.

**v.** The Bid security would be returned to all unsuccessful bidders at the expense of the Bidders within one month after the award of contract consistent with the rules and regulations in this behalf. The Bid Security of successful bidder may be adjusted towards partial fulfillment of the requirement of Performance Guarantee and shall be returned accordingly only after the successful fulfillment of the Contract.

**vi.** The Bid Security may be forfeited:

**(a)** If a Bidder withdraws his Bid during the period of Bid validity

**or**

**(b)** In case of a successful Bidder, if the Bidder fails

**(i)** To sign the contract agreement

**or**

**(ii)** To furnish performance security within the specified period.

#### **4. Cost of Bidding**

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and the department in no case, will be responsible or liable for these costs, regardless of conduct or outcome of the bidding process.

## **5. Preparation Of Bids**

### **a. Language of Bid**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and Director, Employment & Training shall be in English only.

### **b. Bid Currency**

Prices shall be quoted in Indian Rupees only.

## **6. Period of Validity of Proposals**

- a. The offer submitted by the bidder shall be valid for a period of 90 days from the last date of submission of the tender. A proposal valid for a shorter period may be rejected as non-responsive.
- b. In exceptional circumstances, Director, Employment & Training may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or by email). A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

## **7. Prices**

The bidder shall quote a fixed rate for the entire project duration on a single responsibility basis. No adjustment of the contract price shall be made on account of any variations in costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The Contract price shall be the only payment, payable by Director, Employment & Training to the successful bidder for completion of the contractual obligations by the successful bidder under the Contract, subject to the terms of payment specified in the contract. The price would be inclusive of all taxes, duties, charges and levies as applicable.

The prices, once offered, shall remain fixed and shall not be subject to escalation for any reason whatsoever within the period of project. A proposal submitted with an adjustable price quotation or conditional proposal shall be rejected as non-responsive.

## **8. Amendment in Bidding Document**

At any time prior to the deadline for submission of proposals, Director, Employment & Training, for any reason, may modify the Tender notification of amendment on website and such amendment shall be binding on all bidders.

## **9. Modification and Withdrawal of Proposals**

No proposal may be modified or withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form.

## **10. Conflict of Interest**

Bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with the Directorate of Employment & Training. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the Tender.

## **11. Acknowledgement of Understanding Terms & Conditions**

By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this Tender, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

## **12. Deadline for Submission of Bids**

- i. Bids must be submitted in hard copy, not later than the last time and date specified in the Invitation for Bids (Section-I).
- ii. The Director, Employment & Training may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of The Tendering Authority and Bidders subject to the deadline will thereafter be subject to the deadline as extended.

## **13. Late bids**

All late submission of bid will be rejected without assigning any reason and will not be opened.

## **14. Bid Opening**

Bids will be opened on the pre-fixed date. Director, Employment & Training reserves the right at all times to postpone or cancel a scheduled Tender opening. The venue for the opening of proposals is given in Section-I.

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

Bid of only those bidders will be opened who has submitted the original D.D./Bank Guarantee towards tender fee and Bid Security Cost, self-declaration for validity of Bid Security cost along with hardcopy of the bid in the Directorate of Employment & Training as per the schedule.

Technical Bid of only those bidders will be opened who have qualified in Pre-Qualification bid.

Technical Bid will be evaluated as per the evaluation criteria specified in the Tender and list of technically qualified Bidders will be prepared by the Directorate of Employment & Training. The Commercial Bids of only technically qualified Bidders shall be opened and evaluated. The decision of Director, Employment & Training shall be final in this regard.

The Bidder shall be responsible for properly uploading the documents comprising "Fee", "Pre-Qualification", "Technical" and "Commercial Bid" in respective envelopes/folders as per the order mentioned in the tender.

## **15. Bid Evaluation Process**

All evaluation will be carried out by Director, Employment & Training as detailed below:-

- a.
  - i. The Directorate of Employment & Training will prepare a list of firms based on the compliance to all the terms and conditions of the tender. The tenders, who do not conform to the tender conditions and tenders from firms without adequate capabilities as per tender requirements shall be straight away rejected, without specifying any reason.
  - ii. The documentation furnished by the bidder will be examined prima facie to see if the technical skill base and financial capacity and other bidder attributes



claimed therein are consistent with the requirements of this project and meet the eligibility criteria as specified in Eligibility Criteria Section.

- b. The Bid Evaluation Committee constituted by the Director, Employment & Training will evaluate the responsive Bids of the eligible bidders. The evaluation committee may ask bidder(s) for additional information, visit to bidders site and/or arrange discussions with their professional, technical faculties to verify the claims made in bid documentation.
  - i. Any proposal not complying with the requirements of the eligibility criteria will not be processed further.
  - ii. All eligible tenders will be considered for further evaluation. The decision of the Director, Employment & Training will be final in this regard.
  - iii. Bidders may be invited to demonstrate at a short notice their capabilities to the Bid Evaluation Committee. The date and venue for this presentation will be determined by Director, Employment & Training and will be intimated to the participating Bidder(s) by phone or email. Failure to attend to the presentation may entail disqualification of the Bidder at that stage.
  - iv. The Bid Evaluation Committee will evaluate the technical competency of the prospective Bidders and prepare the panel of Bidders, technically qualified to carry out the assignment. The assessment by the Technical Evaluation Committee for the Technical Competency of the bidder will be final and binding to all Bidders.
  - v. The Bid Evaluation Committee will compare and evaluate the Commercial Bids of only the technically qualified Bidders.
  - vi. The final selection of the bidder shall be made on the basis of the reports of the evaluation committees. However, Director, Employment & Training does not bind itself in any way to select the bidder(s) offering the lowest price.
  - vii. The bids will be evaluated as follows -
    - a. Fee Bid Evaluation -
      - i. Submission of original D.D./Bank Guarantee towards tender fee and Bid Security Cost amounting of Rupees as mentioned in the tender in favour of Director, Employment & Training payable at Ranchi.
      - ii. The Bid will be rejected and bidder will be declared as dis-qualified in case of failure of any one of the above condition.
    - b. Pre-Qualification Bid Evaluation -

Pre-qualification bid of only those bidders will be opened who has qualified in Fee Bid. The Pre-Qualification bid evaluation criteria is as follows -

      - i. Each document comprising Pre-Qualification Bid as mentioned in the tender must be submitted with signature at all pages.
      - ii. The submitted document must proof bidder's eligibility as per pre-qualification requirement.
      - iii. The Bidder will be dis-qualified in Pre-Qualification bid in case of absence of any one of the required document or document in format other than as specified in the tender or not-fullfilling the pre-qualification eligibility. Technical or commercial bid of such dis-qualified bidder will not be opened.

**c. Technical Bid Evaluation –**

Technical bid of only those bidders will be opened who has qualified in Pre-Qualification Bid. The Technical bid evaluation criteria is as follows -

- i.** Each document comprising Technical Bid as mentioned in the tender must be submitted with signature at all pages.
- ii.** The submitted document must proof bidder's eligibility as per technical requirement.
- iii.** The Bidder will be dis-qualified in technical bid in case of
  - Firstly.** On absence of any one of the required document
  - Secondly.** On submitting document in format other than as specified in the tender
  - Thirdly.** On not-fullfilling the technical eligibility conditions.
- iv.** Commercial bid of technical dis-qualified bidder will not be opened.

**d. Commercial Bid Evaluation –**

Commercial bid of only those bidders will be opened who has qualified in Technical Bid. The Commercial bid evaluation criteria is as follows -

- i.** Price-bid in the same format as mentioned in the tender must be submitted with signature at all pages.
- ii.** Arithmetic Error, if any, quoted rate in words shall prevail.

## **16. Negotiations with the Successful Bidder**

The Director, Employment & Training reserves the right to negotiate with the Successful Bidder. While negotiating, the following aspects may be considered:

- 1 Further reduction in the quoted price.
- 2 Advancing the delivery schedule
- 3 Additional services

## **17. Award of Contract**

After successful completion of the negotiations, if resorted to, the Director, Employment & Training will issue a Letter of Intent to the successful Bidder.

On receiving the Letter of Intent, the successful Bidder has to submit its acceptance letter and has to produce original documents before the concerned authority of the Director, Employment & Training for verification of submitted bidding documents within 07 days of issuance of Letter of Intent.

If the same is not executed within 07 working days or in case of finding of misrepresentation of facts through submitted documents during document verification, the bid security of the Bidder shall be liable for forfeited and tender shall be held as non-responsive. The Director, Employment & Training may then negotiate with the second lowest bidder. Otherwise, award of contract to the successful bidder will be issued.

The expenses incidental to the execution of the contract should be borne by the successful Bidder.

## **18. Performance Security**

The successful bidder shall at his own expense deposit to the Directorate of Employment & Training, within fifteen (15) working days of the date of letter of award of the contract or

prior to signing of the Agreement whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) valid for one year beyond **entire contract period**(including warranty period) drawn in favour of the the Director, Employment & Training. The Performance Bank Guarantee (PBG) should be 10% of the total contract value.

The Performance Bank Guarantee furnished by the successful bidder in respect of his/her bid will be returned to him/her within one year after the end of the contract period subject to the satisfactory performance of the contractual obligations.

If the successful Bidder after signing the contract agreement fails to perform any contractual obligation, the Performance Bank Guarantee furnished by the successful bidder will be forfeited.

## **19. Release of Work Order**

After the execution of the agreements specified in the Tender Document and after receipt of the Performance Bank Guarantee (PBG), Department will issue a formal work order to the successful Bidder .

## **20. Tender Rejection Criteria**

The tenders are liable to be rejected for any of the reasons given below:

- i. Tenders not submitted in the form specified as per the format given in Section-VI of this Tender document.
- ii. Tenders without Tender Document cost and/or Bid Security Cost and/or self-declaration for validity of Bid Security cost.
- iii. Tenders with incomplete information, subjective and conditional offers as well as partial offers.
- iv. Tenders submitted without the enclosures to prove bidders eligibility as per Section - IV.
- v. Tenders with variance/contradiction among Pre-Qualification Bid, Technical Bid and Commercial Bid.
- vi. Tenders without the signed copy of the Tender Documents in the respective envelopes/folders.
- vii. Tenders with incomplete details.

In addition to the above rejection criteria, if there is non-compliance of any of the clauses of this Tender Document, the Tenders are liable for rejection.

## **21. Right to Terminate the Process**

- a. The right of final acceptance of the tender is entirely vested with the Director, Employment & Training, who reserves the right to accept or reject, any or all of the tenders in full or in parts without assigning any reason whatsoever.
- b. There is no obligation on the part of the Directorate of Employment & Training to communicate with rejected Bidders.

## **22. Contacting The Tendering Authority**

- a. No Bidder shall contact the Tendering Authority on any matter relating to it's bid, from time of opening to the time the contract is awarded. If he wishes to bring additional information to the notice of the Tendering Authority, he should do in writing. The Tendering Authority reserves the right as to whether such additional information should be considered or otherwise.

- b. Any effort by a Bidder to influence the Tendering Authority in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his bid security.

### **23. Corrupt or Fraudulent Practices**

The Tendering Authority requires that the Bidders/suppliers/contractors under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tendering Authority:

- a. Defines for the purposes of this provision, the terms set forth as follows:
  - i. "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and
  - ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Tendering Authority, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Tendering Authority of the benefits of the free and open competition;
- b. The tendering Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- c. The tendering Authority will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.
- d. The past performance of the Bidder will be crosschecked if necessary. If the facts are proven to be dubious, the Bidders tender will be ineligible for further processing.

### **24. Interpretation of the clauses in the Tender Document / Contract Document**

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, the Tendering Authority's interpretation of the clauses shall be final and binding on all parties.

### **25. Binding Clause**

All decision taken by the Tender Committee regarding the processing of this tender and award of contract shall be final and binding on all concerned bidders.

### **26. Resolution of Disputes**

The matter regarding any dispute shall first be sorted out at the level of the Director, Employment & Training. If the dispute persists to remain unresolved then it will be entertained, heard & finalized as per the provisions of the Arbitration and Conciliation Act, 1996 in the Jharkhand High Court, Ranchi.

27. This tender document is not transferable.

28. Incomplete and illegible tenders will be rejected.

29. Conditional offers and offers qualified by such vague and indefinite expression such as "Subject to immediate acceptance", "Subject to prior sale" etc. will not be considered.

30. All required information for bid must be filled and submitted online along with

submission of original D.D./Bank Guarantee towards tender fee and Bid Security cost at the office of the Director, Employment & Training.

- 31.** The categories of items and quantity will be as per requirements. Directorate of Employment & Training reserves the right to increase or decrease the quantity or delete some or all of the items depending on the needs of the ITI without assigning any reasons.
- 32.** The Bidder should clearly indicate the delivery period and validity period of tender.

## SECTION - IV

### ELIGIBILITY CRITERIA

The Bidding is open to all qualified Bidder who fully meet the qualifying requirements as mentioned in this section. The Bidder:

- 1 Should have been a Registered under Company Act, Partnership Act or Shops & Establishment Act with at least 3 years of existence.
- 2 Should have PAN/TAN Number. The copy of PAN/TAN card should be enclosed.
- 3 Should have GST registration. The copy of Latest GST Return Certificate should be enclosed.
- 4 Should have a minimum annual turnover of Rs 50 Lakh (Rupees Fifty Lakh) .
- 5 Should be a profit making company or firm for at least 2 years out of last 3 financial years as evident from the CA Certificate/Balance sheets.
- 6 Should have successfully implemented software development projects in last 3 (three) years with any State Government/Central Government.
- 7 Should not be under a declaration of corrupt and fraudulent practices. Also, the bidder should not have been blacklisted by any State / Central Government in India during last three years for corrupt, fraudulent or any other unethical business practices or for any other reason. A Self- Declaration Certificate should be enclosed as in Annexure-VI.
- 8 Should have an office in Ranchi. Postal address of the office should be provided.

**Note :** The Bidder should enclose documentary proof of their eligibility in Pre-Qualification and Technical Bid as mentioned in Section-VI. Bids submitted without documentary proof the bidder's eligibility is liable to be rejected without any further notification.

## SECTION - V

### SCOPE OF WORK

#### **1. Introduction**

ITI is considered to be government's first level of certified technical training, the passouts from where works as the major technical hands for any industry. It is also one of the attempts by the State Government for providing safety net to the students against the escalation in unemployment ratio. In the present era of digitization & the web world, it has been construed to deliver a better service through a digital platform. Website, in this context, not only works like a department's digital face to the world, onboarding of instructors & students on a portal for an online interaction inculcates a tech-savvyness among them so that they could cop up with the contemporary environment. In today's world of automation & technology, basic computer literacy is the demand of the day which enables the person to operate new systems & adjust in the present industrial environment. In this regard, Department of Labour, Employment & Training, Jharkhand has decided to design, develop & deploy a website for Govt. ITI which could be integrated with the departments skill development & employment digital platform.

#### **2. Scope of Work**

The Solution Provider has to design, develop & deploy a website for Govt. including

- ✓ System Study, Design, Development & Implementation of all general functionalities of an ITI website as available for other State Govts. of the country. It should be in sync with the same of DGT, GOI
- ✓ Adequate integration with other department websites like Employment & JSMD portal
- ✓ Website first to be made functional by deploying in JAPIT datacenter followed by hosting at State Data Centre of Jharkhand
- ✓ Training, Capacity Building & Change Management required for the project, covering Department and all the stake holders involved in Project.
- ✓ Maintenance of the website for 3 year after the UAT
- ✓ Security Audit, Functional and load test of the developed application through certified agency.

Following functionalities are expected to be implemented in the website:

- a) The website should be dynamic & interactive with an effective user-management system role and right based access. Every user of the system must be assigned with a unique user ID and password. The super administrator must be the default user of the system and should have rights to manage all important links and permissions.
- b) Proper user authentication and access control mechanisms is to be implemented to ensure that only authorized users can access a particular piece of information
- c) All ITIs must have its own pages with separate login for each instructor & student

mapped with their respective ITI.

- d) Integrated SMS service
- e) A centrally monitored & locally managed e-Library & e-Store
- f) A digital platform for e-Skilling as in other such websites but with provisions for mock tests with online results for instructors & students both.
- g) Auto integration of pass out student data with Jharkhand Employment portal
- h) An interactive chat platform for student & teacher.
- i) Provision for an online skill upscaling form for students & submission of the same to JSMD
- j) After completion, for the maintenance of the website, providing two technical manpower to IT PMU on a pre-defined technical qualification & salary. The solution provider may charge 5% additional per month (maximum) on the actual salary paid to the technical manpower.
- k) On line admission module
- l) Provide all important links of ncvtmis portal, apprenticeship portal, Grading, bharat skill, NIMI etc.
- m) The website should follow GoI e-Governance standards.
- n) Self Grading system of all ITIs.

Following security requirements are also to be implemented:

- i) To prevent unauthorized access, a log report should be maintained
- ii) Authorization should provide an end-to-end security model that protects data. Security systems should be commensurate with the overall sensitivity of the database and content.
- iii) Controls should be incorporated to ensure that the databases are not tampered/ altered/ modified/ deleted, except updating the records.

### **Project Phases:**

The project should be implemented broadly in four phases. Successful completion of each phase will entitle the solution provider for certain percentage of the total contract amount.

The phases will be the following:

**First Phase:** It will include system study, sketching work plan along with developing & hosting of first build of the website with majorly downloadable informative items. However, an user management system and admission module should be developed within this phase only.

**Second Phase:** It will encompass interactive platforms like e-Library, e-Store & e-Skill.

**Third Phase:** Completion of the website & hosting it in JAPIT datacenter will be covered in this phase.

**Fourth Phase:** It will be said to be completed when third party security audit will be done & the website be finally hosted in SDC.

**Maintenance Phase:** This phase will come after hosting the website in SDC & in this phase the solution provider will provide two technical manpower to the IT PMU of the Directorate. These technical manpower will be selected from a panel list submitted by the solution provider. Technical equipments like laptop, pendrive etc. to these manpower will be provided by the solution provider the cost of which will be paid by the department on



actual & on the price available on GEM. However, the Director may ask for some technical or non-technical manpower for IT PMU from the solution provider even before the website completion on the basis of maximum 5% extra & above the salary actually paid to them. The salaries for the manpower will be decided on the basis of Jharkhand government any such pre notified rates.

## **SECTION - VI**

### **INSTRUCTIONS FOR BID SUBMISSION**

#### **1. Introduction**

Bids must be direct, concise, and complete. All information not directly relevant to this tender should be omitted. The Directorate of Employment & Training will evaluate bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this Tender document. The bidder must submit necessary documents in "Fee Bid", "Pre-Qualification Bid", "Technical Bid" and "Commercial Bid" envelopes/folders, as described in this Section. Failure to submit separate pre-qualification, technical and commercial bid may result in disqualification of the bid. The pre-qualification and technical bid should not contain any quoted price/rate details.

#### **2. Bid Submission Format**

- i.** The Bid has to be submitted in hardcopy with signature on each page in following folders accordingly as specified in the tender-
  - a.** Folder-I -> marked as Fee Bid
  - b.** Folder-II-> marked as Pre-Qualification Bid
  - c.** Folder-III-> marked as Technical Bid
  - d.** Folder-IV -> marked as Commercial Bid
  
- ii.** Hard copy of the documents comprising each of tender Fee, Pre-Qualification and Technical Bid must be kept in a separate sealed envelope with Bid Ref. No. and Bid name i.e. Fee Bid etc. being marked on the envelope. These three envelopes must be kept in an outer envelope dully sealed and marked with details of Bid Ref. No. and bidder.

**Note :-** If the envelope(s) is/are not sealed and marked properly, the Tendering Authority will assume no responsibility for the Bid's misplacement or premature opening.

#### **3. Documents comprising bids**

The bidder has to submit the following documents in respective folders comprising its bid-

##### **a. Folder-I -> Fee Bid**

Following documents must be submitted in this folder -

- i.** Tender Fee - DD towards tender fee.
- ii.** Bid Security cost - D.D./Bank Guarantee towards Bid Security cost.
- iii.** Self-Declaration for validity of Bid Security Cost.

##### **b. Folder-II-> Pre-Qualification Bid**

The Pre-Qualification Bid folder should contain the following documents -

- i.** Registered company - Copy of registration certificate as proof of being a Registered under Company Act, Partnership Act or Shops & Establishment Act with at least 3 years of existence.
- ii.** Address proof of having an office in Ranchi, Copy of PAN/TAN card.

- iii. Copy of Latest GST Return Certificate.
- iv. Self-Declaration Certificate - A Self-Declaration Certificate for not being under a declaration of corrupt and fraudulent practices and also for not have been blacklisted by any State / Central Government in India during last three years for corrupt, fraudulent or any other unethical business practices or for any other reasons as per Annexure-III.
- v. Organization Detail - Details of Organization as per the format prescribed

c. **Folder -III-> Technical Bid**

The technical Bid folder should contain the following uploaded documents -

- i. Annual turnover - Proof of minimum annual turnover of Rs 50 Lakh (Rupees Fifty Lakh)
- ii. Profit Details - Proof of profit making company or firm for at least 2 years out of last 3 financial years as evident from the CA Certificate/Balance sheets.
- iii. Experience Details - Award of Work/Work-Completion certificate as a proof of having/being executed similar project in last 3 (three) years with any State Government/Central Government in regard to Software/website development.
- iv. Undertaking - An undertaking as per the format prescribed in Annexure-IV; that he accepts all the technical and commercial conditions of the bidding and shall abide by the same fully.

d. **Folder-IV -> Commercial Bid**

The commercial Bid folder should contain the following uploaded documents -

- i. Duly filled in & signed the total amount quoted.
- ii. Undertaking for completion within time & penalty for delay.
- iii. Undertaking that the amount quoted is inclusive of all taxes.

**4. Covering Letter**

The covering letter must be signed with the bidder's name and by a representative of the bidder, who is authorized to commit the bidder to contractual obligations. All obligations committed by such signatories must be fulfilled. The covering letter should be as per the format prescribed in Annexure-I.

**5. Submission of Proposals**

- i. The bidder shall submit bid in hardcopy in the Directorate of Employment & Training.
- ii. Bids must consist of the following:
  - a. Fee Bid.
  - b. Pre-Qualification Bid.
  - c. Technical Bid.
  - d. Commercial Bid.
- iii. Delivery of proposal by e-mail or other way not listed in tender will not be accepted.

Proposal received by facsimile shall be treated as defective, invalid and shall be rejected. The pre-qualification, technical and commercial bid, each consisting of the documents listed in instructions and Proposal Cover Letters, shall be typed or written in indelible ink and shall be signed by the bidder or a person / persons duly authorized to bind the Bidder to the contract.

## **SECTION - VII**

### **GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

The following are the General Conditions of Contract for development & deployment of a dynamic website for Government ITIs of Jharkhand State

#### **1. Performance Bank Guarantee**

- i.** The solution provider will be required to furnish Performance Bank Guarantee equivalent to 10% of the entire accepted Bid value for the Contract period.
- ii.** The performance Bank Guarantee furnished by the Solution Provider in respect of his bid will be returned to him within one year after the end of the contract period (including warranty period) subject to the satisfactory performance of the contractual obligations.
- iii.** If the Solution Provider after signing the contract agreement fails to perform any contractual obligation, his Performance Bank Guarantee mentioned above shall be forfeited.

#### **2. Agreement**

- i.** The Solution Provider shall execute an agreement for the fulfillment of the contract on Rs. 50/- non-judicial stamp paper in the prescribed format provided, within seven days from the date of intimation of the award of contract.
- ii.** If the same is not executed within 07 working days, the bid security of the Solution Provider shall be liable for forfeited and tender shall be held as non-responsive. The Directorate of Employment & Training may then negotiate with the second lowest bidder.
- iii.** The incidental expenses of execution of agreement shall be borne by the Solution Provider.
- iv.** The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of Directorate of Employment & Training and recovery of any consequential loss from the Solution Provider.

#### **3. Nomination of Project Manager**

After agreement, the solution provider should nominate and intimate to Directorate of Employment & Training the name of the Project Manager specifically to execute the Work Order within 05 days. The successful Bidder should ensure that Project Manager fully familiarizes himself/herself with the terms and conditions of the Contract, Scope of Work and the guidelines.

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

The solution provider shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. No under letting or subletting to any persons or body corporate for the execution of the contract or any other part thereof is permitted, without the written consent of the Director Of Employment & Training.

## Work Execution

The solution provider will develop & deploy the complete website within six months of the award of the contract, after which the website will be put up for security audit. The solution provider will rectify the audit objections, get the audit certificate & get it hosted in State Datacenter. After completion of this task, the The solution provider will have to provide two technical manpower to maintain, modify & renew audit certification.

### **5. Project Period (Contract Period)**

The period of the project is taken as three years and six months in which six months will be for the development & deployment & three years for maintainance.

### **6. Quality Verification -** Quality verification will be done as follows -

User Acceptance Test (UAT) team will look into the website & if found satisfactory, issue certificate.

### **7. Payment terms**

- i.** No advance payment shall be made.
- ii.** Payment will be done to the solution provider as per following schedule :
  - a.** 20% Payment will be made to the solution provider after successful hosting of first part of the website within 45 days of the award of contract
  - b.** Next 40 % will be paid after successful hosting of e-Library, e-Store & e-Skill.
  - c.** Next 30 % will be paid after completing all the aspects mentioned in the project.
  - d.** Rest 10% will be paid after getting security audit certificate & hosting it in SDC
  - e.** During maintainance period, the actual salary paid plus the service charge amount quoted by the vendor (not more than 5% of the salary paid to the technical manpower) will be paid monthly. However, this will be paid only after confirmation that the salary has been paid to the technical manpower.
- iii.** The payment shall be made on approval of constituted committee for the same.
- iv.** The Performance Bank Guarantee furnished by the solution provider will be returned to him/her within one year after the end of the contract period subject to the satisfactory performance of the contractual obligations.

### **8. Penalty to the solution Provider**

If the timelines for the development & deployment is not maintained, penalty will be charged at the rate of 1 % per week of the project cost. However, dependency beyond the control of the solution provider will be considered for which the service provider will have to submit its plea in writing before the Directorate. If any delay happens from department side, this penalty will waive off.

## 9. Time-Schedule

Timelines	Days	Work to be done	Payment
Signing of Contract(T)	T		None
1st phase completed & Hosted (T1)	T+45 days	System study & development & deployment of informative part	20% of the contract amount
2 <sup>nd</sup> phase completed & hosted (T2)	T1 +90 days	Development & deployment of e-Library, e-Store & e-Skill	40% of the contract amount
Completion of website (T3)	T2+45 days	Completion & hosting in JAPIT DC	30% of the contract amount
Hosting in SDC (T4)	Dependency on the auditor	Security audit & Hosting in SDC	Last 10% of the contract amount
Portal Maintainance	T4+7 days		Actual salary paid plus 5% of paid amount

## 10. Patent Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the software or any part thereof in India, the Solution Provider shall act expeditiously to extinguish such claim. If the Solution Provider fails to comply and the Directorate of Employment & Training required to pay compensation to a third party resulting from such infringement, the Solution Provider shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Directorate of Employment & Training will give notice to the Provider of such claim, if it is made, without delay.

## 11. Force Majeure

- a. For purposes of this clause, "Force Majeure" means an event beyond the control of the Solution Provider and not involving the Solution Provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchase either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- b. If a force Majeure situation arises, the Solution Provider shall promptly notify Directorate of Employment & Training in writing of such conditions and the cause thereof. Unless otherwise directed by the Directorate of Employment & Training in writing, the Solution Provider shall continue to perform its obligations under the

Contract as far as it reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

## **12. Repeat Order**

The Directorate of Employment & Training reserves the right to place repeat order for additional requirement , the amount for which will be mutually arrived at.

## **13. Change Orders**

Directorate of Employment & Training may at any time, by written order given to the Solution Provider, make changes within the general scope of the Contract.

## **14. Termination for Default**

Directorate of Employment & Training may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Solution Provider, terminate the Contract in whole or part:

- a. Failure of the Solution Provider to accept the contract and furnish the Performance Guarantee within specific days of receipt of work-order as stated in the work-order.
- b. Delay in delivery beyond the specified period;
- c. If the Solution Provider fails to perform as per the performance standards mentioned in scope of work beyond the specified periods; and
- d. If the Solution Provider, in the judgment of Directorate of Employment & Training has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

## **15. Termination for Insolvency**

Directorate of Employment & Training may at any time terminate the Contract by giving written notice to the Solution Provider. If the Solution Provider becomes bankrupt or otherwise insolvent, in this event, termination will be without compensation to the Solution Provider, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Directorate of Employment & Training.

## **16. Resolution of Disputes**

It will be the Directorate of Employment & Training's endeavor to resolve amicably any disputes or differences that may arise between the Directorate of Employment & Training and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.

In case of dispute or difference arising between the Directorate of Employment & Training and solution provider relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Directorate of Employment & Training and the Solution Provider Or in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

The Solution Provider shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Directorate of Employment & Training or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

Arbitration proceedings shall be held at RANCHI, JHARKHAND, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at RANCHI, India only. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**17.** Payment of bill will be made through crossed account payee Cheque/Bank Draft/ through RTGS.

**18.** The Solution Provider shall provide all the services mentioned under Scope of Work.



**Annexure - I**  
**PROPOSAL COVERING LETTER**

To  
The Director,  
Employment & Training  
Nepal House, Ranchi

Sir,

Having examined the Bidding Documents regarding development & deployment of a dynamic website for Government ITIs of Jharkhand State vide Bid Ref. No. .... dtd. We, M/s \_\_\_\_\_, offer to accomplish the task mentioned in the scope of work along with the amendment of terms and conditions mentioned in the bidding document.

Documents and Bid security amount of Rupees \_\_\_\_\_ Only as per the particulars furnished are enclosed.

We undertake, if our Bid is accepted, to develop a dynamic website for Government ITIs of Jharkhand State as per the scope of work.

If our bid is accepted we will provide the Performance bank- guarantee in a sum equivalent to 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the the Directorate of Employment & Training.

We agree to abide by this bid for a period of 180 days after the last date fixed for bid submission as per the clause under Section - IV and shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance and your letter of intent, shall constitute a binding Contract between us.

We understand that in competing for (and if the award is made to us, in executing the above contract,) we will strictly observe the laws against fraud and corruption in force in India namely Prevention of Corruption Act 1988 ".

We understand that you are not bound to accept the lowest or any bid you may receive.

Yours faithfully,

<b>Place :</b>	<b>Signature</b>	<b>: -</b>
<b>Date :</b>	<b>Name</b>	<b>: -</b>
	<b>Designation</b>	<b>:-</b>
	<b>Company Name</b>	<b>:-</b>
	<b>Company Seal</b>	<b>:-</b>

\* Please submit the due authorization to sign the document

**Annexure - II**  
**DETAILS OF THE BIDDER**

<b>S.No.</b>	<b>Item</b>	<b>Details</b>
1	Name of the Company	
2	Mailing Address with Tel./Fax No.	
3	Contact Details	
	Name and Designation of Contact Person	
	Telephone numbers	
	Fax Number	
	e-Mail ID	
4	Year of Establishment	
5	Registration No.	
6	Service Tax Registration Certificate (up-to December 2019 or later) attached?	
7	Turnover of the Company	
8	Profit of the Company	
9	Brief Description of other similar type of project of Jharkhand State govt implemented by the company. (Work order attached)	
10	Ranchi Office postal Address	

**Place :**

**Date :**

**Signature** : -

**Name** : -

**Designation** :-

**Company Name** :-

**Company Seal** :-

**Annexure - III**  
**SELF-DECLARATION**

Ref: \_\_\_\_\_

Date: \_\_\_\_\_

To,

The Director,  
Employment & Training  
Nepal House, Ranchi

**Sub :- Self-Declaration regarding past record of company.**

Sir,

In response to the tender No. \_\_\_\_\_  
for Ref. \_\_\_\_\_ I/We as a owner/partner/  
Director of \_\_\_\_\_ here by  
declare that our Agency \_\_\_\_\_ is having unblemished past  
record and was not declare ineligible for corrupt & fraudulent practices  
either indefinitely or for a particular period of time.

Also, declare that our Agency \_\_\_\_\_ has not been  
blacklisted by any State / Central Government in India during last three  
years for corrupt, fraudulent or any other unethical business practices or  
for any other reason.

Yours faithfully,

<b>Place :</b>	<b>Signature</b>	<b>: -</b>
<b>Date :</b>	<b>Name</b>	<b>: -</b>
	<b>Designation</b>	<b>:-</b>
	<b>Company Name</b>	<b>:-</b>
	<b>Company Seal</b>	<b>:-</b>

**Annexure - IV**  
**UNDERTAKING**

We M/s..... (Name of the bidder) here in after called " the Solution Provider" do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the bidding document vide bid Ref. No. .... dtd. .... while performing the contractual obligations relating to development & deployment of a dynamic website for Government ITIs of Jharkhand State during the project period as per the scope of work mentioned in the bidding document.

Yours faithfully,

<b>Place :</b>	<b>Signature</b>	<b>: -</b>
<b>Date :</b>	<b>Name</b>	<b>: -</b>
	<b>Designation</b>	<b>:-</b>
	<b>Company Name</b>	<b>:-</b>
	<b>Company Seal</b>	<b>:-</b>

**Annexure - V**  
**BID SECURITY FORM**

(Bank Guarantee to be furnished on Rs. 50/- stamp paper)

To,

The Director,  
Employment & Training  
Nepal House, Ranchi

Sir,

Whereas.....(hereinafter called "the Bidder") has submitted its bid dated.....2020, regarding undertaking the contract development & deployment of a dynamic website for Government ITIs of Jharkhand State during the project period as mentioned in scope of work (hereinafter called the "Bid") KNOW ALL MEN by these presents that WE..... of.....having our registered office At .....(hereinafter called the Bank") are bound onto.....(hereinafter called "the Director, Employment & Training") in the sum of ..... for which payment well and truly to be made to the said Directorate , the Bank binds itself, its successors and assigns by these presents. Sealed, with the Common Seal of the said Bank this ..... day of ..... 2020.

The conditions of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Directorate of Employment & Training during the period of bid validity:
  - (a) Fails or refuses to execute the Contract Form if required; or
  - (b) Fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

We undertake to pay the Directorate of Employment & Training up to the above amount upon receipt of its first written demand, without the Directorate of Employment & Training having to substantiate its demand, provided that its demand the Directorate of Employment & Training will note that the amount claimed by it is due it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

The guarantee will remain in force up to and including 45 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank with Seal)

**Annexure - VI**  
**UNDERTAKING FOR QUOTED RATE**

TO,  
The Director,  
Employment & Training  
Nepal House, Ranchi

Sir,

Having examined the tender documents for \_\_\_\_\_ vide Bid Ref. No. \_\_\_\_\_ dtd. \_\_\_\_\_ we the undersigned, offer to quote the rates for development & deployment of a dynamic website for Government ITIs of Jharkhand State during the project period as per the scope of work in the tender document in accordance with the terms and conditions in Tender document.

This rate is quoted in terms of total project inclusive of all taxes, levies duties, charges for freight or manpower etc. We have understood the terms and conditions mentioned in the tender document inclusive of the condition that the Directorate will not pay any extra payment other than the quoted rate to the Solution Provider.

The cost quoted is all inclusive (applicable taxes, duties and any other cost) for the entire project period (including warranty period of three years) and is valid for a period of 180 days from the last date of submission of the tender.

We understand that you are not bound to accept a lowest offer that you may receive.

Yours faithfully,

<b>Place :</b>	<b>Signature</b>	<b>: -</b>
<b>Date :</b>	<b>Name</b>	<b>: -</b>
	<b>Designation</b>	<b>:-</b>
	<b>Company Name</b>	<b>:-</b>
	<b>Company Seal</b>	<b>:-</b>