



**NCVET**

**(National Council for Vocational Education and Training)**

Kaushal Bhawan, B-2, Pusa Road, Metro Pillar No. 95, Near Karol Bagh Metro Station

New Delhi – 110005

**File No: 26001/01/2022/NCVET**

**Request for Proposal (RFP) for Selection of an agency to Design, Develop,  
Operate and maintain NCVET/NQR Website**

Date of Publishing of RFP:

***Request for Proposal (RFP) for Selection of an agency to Design, Develop, Operate and maintain  
NCVET/NQR Website***

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**Request for Proposal (RFP) for Selection of an agency to Design, Develop, Operate and maintain  
NCVET/NQR Website**

**FACT SHEET**

<b>S. No.</b>	<b>Key Information</b>	<b>Details</b>
1	Assignment Title	Request for Proposal (RFP) for Selection of an agency to Design, Develop, Operate and maintain NCVET/NQR Website
2	Purchaser	National Council for Vocational Education and Training. Kaushal Bhawan B-2, Pusa Road Metro Pillar No. 95 Near Karol Bagh Metro Station New Delhi – 110005
3	Location	New Delhi
<b>Bid Submission and Evaluation</b>		
4	Bid Submissions	Through GeM
5	Technical Bid	Through GeM
6	Financial Bid	Through GeM
<b>Bid Conditions</b>		
7	Method of Selection / Bid Parameter	The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be: (a) substantially responsive to the bidding document, and (b) the Quality and Cost Based Selection
8	Performance Security	3% of the cost discovered through tender process



**Request for Proposal (RFP) for Selection of an agency to Design, Develop, Operate and maintain NCVET/NQR Website**

9	Tender Processing fee	NA
10	Bid Availability	RFP can be Downloaded from GeM portal/NCVET Website
11	Date of publication of tenderdocument	06.05.2022
12	Last date of submission ofqueries	17.05.2022
13	Pre-bid Meeting	18.05.2022 at 11:30AM  18 May 2022 11:20 AM Asia/Calcutta URL: <a href="https://bharatvc.nic.in/join/7768536621">https://bharatvc.nic.in/join/7768536621</a> Password: 649136
14	Last date and time for Bid Submission	25.05.2022
15	Opening of Technical Bids	26.05.2022
16	Opening of Financial Bids	To be intimated post selection of agencies after technical evaluation.
17	Issue of Work Order	After requisite approvals
18	Address for Communication	The Chairperson, NCVET, National Council for Vocational Education and Training. Kaushal Bhawan B-2, Pusa Road Metro Pillar No. 95 Near Karol Bagh Metro Station New Delhi – 110005



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**Acronyms**

<b>Acronym</b>	<b>Definition</b>
Agency	The bidder shortlisted for execution of the project
EMD	Earnest Money Deposit
INR	Indian Rupee
ISO	International Standards Organization
LoI	Letter of Intent
NCVET	The National Council of Vocational Education and Training
RFP	Request for Proposal
TEC	Tender Evaluation Committee
PMU	Programme Management Unit
DPR	Detailed Project Report
SRS	Software Requirement Specification
FRS	Functional Requirement Specification



## **1. INTRODUCTION**

The National Council of Vocational Education and Training (NCVET), notified on December 5, 2018 has been set up as an overarching umbrella regulator establishing regulations and standards to ensure quality in the TVET space, subsuming the responsibilities of National Skill Development Agency (NSDA) and the erstwhile National Council of Vocational Training (NCVT).

1. NCVET regulated ecosystem will ensure strong industry interfacing, layered effective regulations for the varied stakeholders for improving outcomes, set standards for Awarding Bodies and Assessment Agencies.
2. Regulation of Awarding body ecosystem and Assessment Agencies are the focus areas of NCVET considering the existence of multiple regulators and non-standardized norms leading to quality issues and poor outcomes of the training. The NCVET will strive to integrate fragmented regulatory system and infuse quality assurance across the entire vocational training value chain, leading to strengthened outcomes.
3. The major functions of NCVET include:
  - a) Recognition and regulation of Awarding Bodies (ABs), Assessment Agencies (AAs) and Skill related Information Providers
  - b) Approval of qualifications as per the NSQF (National Skills Qualification Framework)
  - c) Monitoring, Evaluation and Supervision of recognized entities
  - d) Grievance Redressal of the varied stakeholders.

## **2. OBJECTIVE OF THIS RFP**

To engage a qualified and experienced agency having experience in the field of Design, Development and Maintenance of Websites. The agency shall be required to design/improve , develop, operate and maintain NCVET's Website as per the details provided in Section 3 of this RFP.

Broadly, the agency would be required to prepare a detailed software requirement specification, provide end-to-end managed service for development and maintenance of website.





### 3. SCOPE OF WORK

1. The agency shall be responsible to redesign the NCVET's website ( [www.ncvet.gov.in](http://www.ncvet.gov.in)) and National Qualifications Register ( NQR) website ([www.nqr.gov.in](http://www.nqr.gov.in)), build & operate and continuously improve upon the current set of functionalities in close consultation with NCVET. The portal should be adaptive for desktop, laptop, tablets and mobile.
2. The redesigned NCVET/NQR Website must be user friendly and be developed with the latest open-source proven technology, using up-to-date and well-established development tools and software. The development approach should conform to the best practices in the website development and web application maintenance industry in line with Government of India Guidelines for Indian Government Websites (GIGW) prepared by MeitY. It should ensure the following:
  - i. Adherence to commonly accepted standards and practices, including W3C ( World wide Web Consortium) compliance.
  - ii. Using latest website design technologies with acceptability on all current user technology platforms; browsers, operating systems and client systems.
  - iii. The agency shall also get the website audited by STQC/NIC for GIGW compliance.( It shall be noted that the cost of audit will be borne by NCVET only)
3. The server required for hosting the website shall be provided by the NIC/NCVET. The bidders are required to clearly spell out the hosting requirements in their response.
4. Migration from existing environment and website content to the proposed environment with latest application code and database. The agency shall appoint a single point of contact and should be subject matter/ domain experts to interact with the NCVET. A techno-functional expert/small team of 01/02 (one/ two) team members) may be deployed full time at NCVET's office during the entire course of the design , development and go- live of the websites and one techno-functional expert for the part of Annual Maintenance Contract to resolve day to day issues/follow instructions of NCVET in respect of the websites.
5. The portal should facilitate dynamic user management system with role and rights-based accessibility. Administrator's role should be able to create user accounts and assign user privileges. Login module should have forgot password mechanism. In case user forgets the password/wish to reset; a link should be sent to user's registered Email address or an OTP to be sent on registered mobile to reset password.
6. Document management should be able to store, manage and track documents. It should be capable of keeping a record of the various versions created and modified by different users. When viewing a document, the user shall be able to print and download the document. The system shall be implemented



as a centralized system.

7. Training: The agency shall provide hands-on training to designated staff in basic website management, so that simple publishing and editing ( if required ) can also be performed independently by NCVET's designated staff. The initial trainings shall be held physically in NCVET office. Subsequent trainings may be organized online. User manuals shall be made available in printable format including but not limited to navigation of the application, content update, media upload and menu addition etc. The training manual should be updated each time a new module/functionality/upgrade happens on the system.
8. Security: The agency shall ensure that the web portal is Security Audited as per Cert-In guidelines prior to Go-Live. The agency to provide the following security features:
  - i. Protection against defacement and hacking of the application.
  - ii. Design and updates should incorporate security features to protect the site from Session Hijacking, SQL Injection, Cross Scripting, Denial of Service etc.
9. Provide on-going website technical maintenance support, updating applications as the new versions become available and helping to change and improve features and website structure on request for the duration of the contract. On the GO-LIVE of new website, the existing website shall be taken down.
10. Technical Maintenance Support for 24x7 days. Any support, if necessary, may be extended by the selected agency.
11. The agency shall also be responsible for uploading the new guidelines, policies and other documents on the websites as per the instructions of NCVET.
12. The agency shall also be responsible to create interfaces with other government sites and portals (Like DESH Portal etc) as required from time to time and as per the instructions of NCVET.
13. The website shall also have real time integration with all popular Social Media platforms. The feed from Social Media handles of NCVET shall be pulled from these platforms and made available on the website.
14. Ensure uniform & easy to understand interface to the citizen to increase usage, interaction, engagements & improve Government's reach, localize the NCVET's website into 'Hindi; and 'English' Language. A single website with option for selection of language by the website visitor. The website should also prompt or recommend the language based on various other factors including geo-location and language selection history.
15. The static as well as the dynamic content on the portal must be translated and transliterated. The content will be provided to the selected agency in the word format/searchable PDF in English or Hindi.



16. Final translated content shared by the agency shall be published on the portal as per the directions of the NCVET. Any issues or mistakes found out at a later stage shall be sent back to the selected agency for correction; the same must be corrected and updated on the Portal by the selected agency.
17. The agency shall be responsible of maintaining accuracy of the content including the context while translating to other languages.
18. Conduct a complete security audit of the web application, web server and database server periodically and after every major configuration change and plug if any vulnerabilities found.
19. Any issues or mistakes found out by NCVET shall be sent back to the agency for correction and the same must be corrected and uploaded by the agency at no extra cost.
20. The agency can have “tool-based translation” assistance along with the manual translation effort to increase the throughput. In case a tool is being used, the used COTS tool/software should be from a credible OEM with proven background and experience in this area. In such a case, the agency should have a backend agreement with the OEM of the “tool” and documentary evidence of the same needs to be provided. In the absence of the same the bid shall be rendered invalid.
21. The selected agency should also build a functionality that will allow citizens to submit feedback or corrections in case they find any errors in the translation. All such reports will have to be examined and a report given with regard to inadvertent errors if any. Corrections will have to be made immediately for all such cases.
22. The agency shall prepare and submit a detailed data migration plan for migrating content from existing portal to the newly developed portal.
23. Any additional content that is added to the Website shall also form a part of the project. NCVET shall share the content on day-to-day basis with the agency. The agency shall deliver the translated content as per the timelines defined in contract.
24. Post Go-Live of the websites. Any changes/improvements in the design, layout and Graphic User Interface ( GUI) should be implemented by the agency as per the instructions of NCVET.
25. In addition to paras mentioned above, some specific requirements for the National Qualification Register ( NQR) have been given below:
  - i. Broken links ( if any ) are checked regularly and are rectified or removed from the site immediately upon discovery.
  - ii. A checkbox/button is to be created in front of every Qualification file so that it can be moved to Archive Section just by enabling that checkbox/button.



- iii. Regular update of the existing content of the portal as and when required by NCVET.
- iv. View/ Export & Download Feature of all the Reports in excel / pdf Format.
- v. Application of appropriate security updates/patches on the OS and Application software when available.
- vi. An API is to be created for the redesigned/restructured NQR Portal which will automatically upload the data on the SIP ( [eSkillIndia- eLearning Aggregator from NSDC](#)) currently being managed by NSDC.
- vii. Validation of all user input and present error messages that enable and maintain logs of different devices and servers to maintain the same for all the levels.
- viii. Database maintenance, tuning and purging for better performance of the site, activity monitoring of Database.
- ix. Maintain the Current code backup and Data Backup Monthly Basis.

*Note- The ownership of all source code of the website and the entire data hosted on NCVET's website, in all forms including data, audio/video content, graphics, text, animations etc., rests only with NCVET.*



#### 4. TERMS & CONDITIONS

1. The work under this tender is not assignable by the agency. The agency shall not assign its contractual authority to any other third party. The agency should not assign or sublet the whole work or any part of it to any other agency in any other form than defined in this tender.
2. In case the agency is found in breach of any condition(s) of tender, at any stage, legal action as per rules/laws, shall be initiated against the agency and EMD/ Security Deposits shall be forfeited, besides being liable to be debarred and blacklisted for at least three years.
3. No commitment of any kind, contractual or otherwise shall exist unless and until NCVET has executed a formal written contract. Any notification of preferred Bidder status by NCVET shall not give rise to any enforceable rights by the Bidder. NCVET may cancel this tender at any time prior or after the signing of agreement
4. NCVET, without assigning any reason can reject any tender(s), in which any prescribed condition(s) is/ are found incomplete in any respect and at any processing stage
5. The decision of NCVET arrived during the various stages of the evaluation of the bids is final & binding on all bidders
6. Conditional bids are not acceptable and shall be summarily rejected
7. The onus of providing the correct information/ documents lies on the bidder. The bidder shall ensure that all information/documents submitted by it are correct. Upon verification, evaluation/ assessment, if in case any information furnished by the bidder is found to be false/incorrect, their total bid shall be summarily rejected.
8. NCVET will not be responsible for any misinterpretation or wrong assumption by the bidder, while responding to this tender.
9. NCVET may terminate the tender process at any time without assigning any reason. NCVET may, by written notice send to the Agency; terminate the work order, in whole or in part at any time of its convenience. The notice of termination will specify, the extent to which performance of work under the work order is terminated, and the date upon which such termination becomes effective. NCVET reserves the right to cancel the remaining part and pay to the agency the amount for partially completed Services.
10. All bidders agree with NCVET for honouring all aspects of fair-trade practices in executing the work orders placed by NCVET.



11. In case if Agency is found in breach of any condition(s) of tender or work order, at any stage during service, appropriate action as per rules / laws, may be initiated against the Agency and Security Deposit shall be forfeited, besides debarring and blacklisting the bidder concerned for at least three years, for further dealings with NCVET.

## **5. INSTRUCTIONS TO BIDDERS**

### **5.1 Availability of Tender Documents**

The tender document is available at GeM Portal <https://gem.gov.in/>

Prospective bidders desirous of participating in this tender may view and download the tender documents free of cost from the above-mentioned website.

At any time prior to the last date for receipt of bids, NCVET may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by an amendment / corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

The amendment / corrigendum will be notified at the above-mentioned websites, which will be binding on the prospective bidders to consider for quoting.

NCVET reserves the right to cancel this tender or modify the requirement at any stage of Tender process cycle without assigning any reasons. NCVET will not be under obligation to give clarifications for doing the aforementioned.

### **5.2 Compliant Proposals / Completeness of Response**

- a) The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in 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 the proposal and forfeiture of the bid security.
- b) Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
  - c) Include all documentation specified in this RFP
  - d) Follow the format of this RFP and respond to each element in the order as set out in this RFP
  - e) Comply with all requirements as set out within this RFP.
- f) Undertaking for subsequent submission of any of the required documents will not be entertained under any circumstances



**5.3 Pre-Bid Meeting**

- a) NCVET shall hold a pre bid meeting with the prospective bidders as per the schedule mentioned in **“FACT SHEET”**.
- b) All queries should be sent to NCVET in the following format (in an excel file) through email at [directorpolicy.ncvet@gmail.com](mailto:directorpolicy.ncvet@gmail.com) the subject line as *“Request for Proposal (RFP) for Selection of an agency to Design, Develop, Operate and maintain NCVET/NQR Website”*

Company name		M/s.		
RFP Page No.	Relevant Section / Annexure of RFP	Relevant Content from RFP	Agency's Query /Comment	

- c) NCVET shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests received for clarifications after the indicated date and time may not be entertained by NCVET. All clarifications on the queries received will be uploaded on the NCVET/NQR Website and on 'GeM' by one day after the Pre-bid meeting.
- d) NCVET will endeavor to provide a complete, accurate, and timely response to all queries raised by the bidders. However, NCVET makes no representation or warranty as to the completeness or accuracy of any response, nor does NCVET undertake to answer all the queries that have been posed by the bidders and bidders shall not assume that their unanswered queries have been accepted by NCVET.

**5.4 Time Schedule**



As per "FACT SHEET".

No Bid will be accepted after the expiry of the above-mentioned time schedule. In order to allow bidders a reasonable time to take the amendment/corrigendum(s) into account in preparing their bids, NCVET, at its discretion, may extend the deadline for the submission of bids.

### 5.5 Bidding Cost

The bidder shall bear all costs associated with the preparation and submission of their bids. NCVET will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process

### 5.5 Financial Bid

The bidder shall quote Financial Bid in terms of man month required & rates and which would be exclusive of GST.

Sample Financial Bid format is defined below:

Resources Deployed	Total man months including of all phases of deployment (A)	Quoted Rates in INR per man month exclusive of GST (B)	Total in INR (C = A*B)
Project Manager			
Project Assistants			
<b>Grand Total (INR)</b>			

### 5.6 Language of the Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and NCVET shall be written in English. 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 pages in English. For the purposes of interpretation of the bid, the translation shall govern. Information supplied in another language without proper translation shall be rejected.

### 5.7 Rights to the content of the Bid

All bids and accompanying documentation of the proposal will become the property of NCVET and will not be returned after bid opening. NCVET is not restricted in its rights to use or disclose any or all of the information contained in the proposal to experts / consultants engaged in the evaluation of bid responses / any law enforcement agency if required and can do so without compensation to the





bidders. NCVET shall not be bound by any language used by the bidder in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

#### **5.8 Validity of Bids**

- a) The bids shall be valid for a period of not less than **180 days** from the last date of bid submission. A proposal valid for a shorter period shall be rejected as nonresponsive.
- b) On completion of the validity period, NCVET may (if required) request the Bidder(s) for an extension of the period of validity. The validity of the EMD as requested should also be suitably extended if called upon to do so by NCVET. The request and the responses thereto shall be made in writing.

#### **5.9 Consortium, Outsourcing & Sub-Contracting**

Consortium, Outsourcing and sub-contracting are not allowed for this engagement. The bidding entity must be a single entity duly registered under the applicable laws of country. All resources deployed must be full time employees of the bidding entity.

#### **5.10 Right to Terminate the Process**

NCVET reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of Work Order, 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 actions taken by NCVET.

NCVET makes no commitments, express or implied, that this process will result in a business transaction with anyone.



## 6. RESOURCE DEPLOYMENT

(i) Bidder shall provide details of manpower that will be deployed during the project in the following format:

Profile	Deployment Full-Time/Part-Time(50%)	No. of Positions
Project Manager (Management Profile – Minimum 5 Years of experience)	During Designing and Development Phase- Full time and during maintenance/support phase- Part time	1
Project Associates ( Work Experience- minimum 2 Years)	During Designing and Development Phase- Full time .	2
Project Associates ( Work Experience- minimum 2 Years)	During Maintenance phase -full time	1

(ii) Resource Qualifications

#	Role	Minimum Criteria
1	Project Manager	<ul style="list-style-type: none"> <li>• (Management Profile – Minimum 5 years of experience)</li> <li>• Minimum Graduate/ BE/ B.Tech / MBA /BCA PGDM or equivalent or CA/CS/LLB equivalent from a recognized Institute/ University on Company's Payroll</li> </ul>
2	Project Associates	<ul style="list-style-type: none"> <li>• (Technology Profile – minimum 2 years' experience)</li> <li>• Minimum B.E./B.Tech./MCA/M.Tech. or four Years Graduate program in Computers/IT or equivalent from a recognized Institute/ University on Company's Payroll</li> </ul>

(iii) Project Location & Travel

Given the nature of the engagement, it may also become necessary for the team members to travel outside Delhi or their base locations. In such event, the bidder team would be required to travel as per the requirements of the project with prior approval of NCVET. TA/DA entitlement applicable for a team





## 7. DELIVERABLES & SERVICE LEVEL AGREEMENTS

1. This section is agreed to by Purchaser and Bidder as the key performance indicator for this project. This may be reviewed and revised with the approval of the oversight committee during the implementation of the project.
2. The Service Level parameters defined in section 7.2 shall be monitored on a periodic basis, as per the individual parameter requirements. In case of performance degradation of the services during the contract period, the Bidder will be expected to take immediate corrective action. In case issues are not rectified to the complete satisfaction of Purchaser within a reasonable period then the Purchaser will have the right to take appropriate penalizing actions, including termination of the contract.
3. The Selected Bidder shall agree to the following service level agreement (SLA) parameters while providing services to NCVET. These SLAs shall be tracked on a periodic basis and are envisaged to have penalty and or liquidation damage clauses on non-adherence to any of them.

### 7.1 The deliverables for this RFP/Assignment will be as follows:

- a) The team shall be in place within 15 days of the signing of the contract.
- b) A plan of action for the entire project period along with phase wise Plans for achievement of specific milestones to accomplish tasks should be submitted to NCVET.

### 7.2 Service Level Requirements & Penalties

#### SLAs for Phase 1- Development/Improvement of the Website

S. No	Measurement	Target	Penalty	Weightage of deliverable
1	Submission of First Draft of Software Requirement Specifications ( SRS )	Within Two (2) weeks from issue of LoI	Delay of One (1) working day beyond specified target = Deduction of 1% of the associated deliverable payment  +  0.5% of the associated deliverable payment for every additional day of delay	5% of total quoted man months



2	Submission of Final version of SRS	Within One (1) week of receiving comments on First Draft of SRS	Delay of One (1) working day beyond specified target = Deduction of 1% of the associated deliverable payment  +  0.5% of the associated deliverable payment for every additional day of delay	5% of total quoted man months
3	Submission of First Draft of Design of Website	Within One fifteen (15) days from the date of approval of SRS	Delay of One (1) working day beyond specified target = Deduction of 1% of the associated deliverable payment  +  0.5% of the associated deliverable payment for every additional day of delay	5% of total quoted man months
4	Submission of Final Design of Website	Within Seven (07) days of receiving comments on First Draft of Website Design	Delay of One (1) working day beyond specified target = Deduction of 1% of the associated deliverable payment  +  0.5% of the associated deliverable payment for every additional day of delay	5% of total quoted man months
5	Deployment of fully functional and tested website on test environment	Within Two (2) months from the date of approval of SRS	Delay of One (1) working day beyond specified target = Deduction of 1% of the associated deliverable payment  +	5% of total quoted man months



			0.5% of the associated deliverable payment for every additional day of delay	
6	Security Audit	Within Fifteen 15 days of Completion of SLA -5	Delay of One (1) working day beyond specified target = Deduction of 1% of the associated deliverable payment  +  0.5% of the associated deliverable payment for every additional day of delay	5% of total quoted man months
7	Go-Live of website	Within One (1) week of receiving approval to Go-Live	Delay of One (1) working day beyond specified target = Deduction of 1% of the associated deliverable payment  +  0.5% of the associated deliverable payment for every additional day of delay	5% of total quoted man months
8	Application for SSL Certificate	Within 2 days of Go-Live of Websites	Delay of One (1) working day beyond specified target = Deduction of 1% of the associated deliverable payment  +  0.5% of the associated deliverable payment for every additional day of delay	5% of total quoted man months



9	Hand over sourcecode	Within Two (2) weeks of Go-Live	Delay of One (1) working day beyond specified target = Deduction of 1% of the associated deliverable payment  +  0.5% of the associated deliverable payment for every additional day of delay	10% of total quoted man months
10	Handover of usermanual	Within Four (4) weeks of Go-Live	Delay of One (1) working day beyond specified target = Deduction of 1% of the associated deliverable payment  +  0.5% of the associated deliverable payment for every additional day of delay	10% of total quoted man months

### SLAs for Phase 2- Maintenance and of the Website

S. No	Measurement	Target	Penalty	Weightage of deliverable
1	Submission of Monthly Service Completion and maintenance report	Within 7 days of completion of month	Delay of One (1) working day beyond specified target = Deduction of 0.5% of the associated deliverable payment (Phase 2 Cost)  +  0.5% of the associated deliverable payment for every additional day of delay (Phase 2 Cost)	40% of total quoted man months, payable on monthly basis proportionately for the maintenance period.



2	Submission of task completion report for any update/upload instructed by NCVET	As per the specific timeline given by NCVET.	Delay of One (1) working day beyond specified target = Deduction of 0.5% of the associated deliverable payment (Phase 2 Cost)	
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## **8. BID OPENING AND EVALUATION**

### **8.1 Bid Opening Sessions**

- a) NCVET reserves the rights at all times to postpone or cancel a scheduled bid opening.
- b) The Pre-Qualification section will be opened first by NCVET for Pre-Qualification / Eligibility bid evaluation. The Bid Security section of the bidders will be opened on the same day and time, on which the PQ/ Eligibility bid is opened, and bids for which the requisite Bid Security has not been received by NCVET or whose Bid Security is not in order shall be rejected.

### **8.2 Evaluation Process**

- a) NCVET will constitute Tender Evaluation Committee (TEC) to evaluate the responses of the Bidders. The Committee shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- b) The decision of the Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- c) NCVET may seek clarifications from the Bidder on the Eligibility, Technical & Financial Proposal
- d) NCVET may seek any specific clarifications or missing document(s) to meet the tender requirement during the eligibility/ technical evaluation stage. Irrespective of date of issuance of such document, the document submitted under clarification should be complying with the tender conditions before last date of submission of bid. If there is any lack of clarity in the submitted documents, TEC may ask concerned bidder representative to be present physically to prove their eligibility.
- e) NCVET may call for clarifications / missing document(s) from the bidders and give them reasonable time periodic., not exceeding more than 15 days. The bidder has the option to respond or not to respond to these queries.
- f) If the bidder fails to respond, within the stipulated time period or the clarification(s)/ documents submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the clarification(s)/ document(s) and the bid will be summarily rejected.
- g) The request for clarification/ missing document(s) shall be in writing and no change in quoted prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.



- h) All such clarifications will be sent to the contact person of the bidder indicated in their proposal through GeM. All the bidders shall share the additionally asked documents/ clarifications via GeM on or before the particular date and time as mentioned in the GeM portal seeking additional documents/ clarification. All documents/ clarifications received up to particular date & time shall be considered as a part of the offer and evaluated along with the tender. No document/ clarification shall be accepted after the particular date and time as mentioned in the GeM portal.

## **9. CRITERIA FOR EVALUATION**

### **1. Prequalification/ Eligibility Evaluation Criteria**

NCVET shall open the “Pre-Qualification Proposal”. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified. The prequalification criteria are as mentioned below. The bidder needs to provide supporting documents for each criterion. All the bidders need to submit relevant documents.

#	Basic Requirement	Specific Requirements	Documents required
1.	Legal Entity	1. Should be a company registered under the provisions of the Indian Companies Act, 2013 or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008.  2. Registered with the Income Tax Authorities  3. Registered with GST Network  4. Should have been operating for the last three years.	1. Certificate of certificate of incorporation*  2. Copy of PAN Card*  3. Copy of GST registration certificate*  4. Letter from Company Secretary on bidder's letter head for last three years operation*
2.	Turnover	The bidder should have a minimum turnover of INR 3 Crores, cumulatively during the last three Financial Years (FY 2018-19, 2019-20, 2020-21).	Audited financial Statements for the last three financial years.  OR  Certificate from the statutory auditor



3.	Net worth	The bidder should have positive net worth in each of the last three Financial Years (FY 2018-19, 2019-20, 2020-21).	Audited financial statements for the last three financial years.  OR  Certificate from the statutory auditor
4.	Blacklisting	The bidder should not be blacklisted by any Central / State Government / PSU as of date of submission of this bid.	Self-certified letter by the authorized signatory
5.	Technical Capability-Website Development& Maintenance	In the last 3 years (FY 2019-20, 2020-21, 2021-22), the lead bidder must have designed, developed and maintained a minimum of 02 (two) Government Websites. The value of each project must be >= INR 25 Lakhs.	The lead bidder must submit work orders and completion certificates/self-certificate of completion (certified by the statutory auditor) for design, development and maintenance of a minimum of 2 Government website of value above >= INR 25 Lakhs.
6.	Earnest Money Deposit	Bidder shall submit an EMD of INR 2 lakhs. Registered MSMEs shall be exempt from depositing the EMD Amount	EMD of requisite amount Or Certificate of MSME Registration.



## 2. Technical Evaluation Criteria

- a) NCVET shall open the “Technical Proposal” only for the bidders who meet the pre-qualifications / eligibility requirements.
- b) NCVET will review the technical bids of the short-listed bidders to determine whether the technical bids are as per the requirements laid down. Bids that are not in accordance with the requirements are liable to be disqualified at NCVET’s discretion.
- c) Each Technical Proposal will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get an overall technical score of 70% or more will qualify for opening of Financial Bids. Failing to secure minimum marks shall lead to rejection of the Bid and Bidder.
- d) The technical qualification criteria are as mentioned below. The bidders need to submit supporting documents for Technical Evaluation Criteria.

### Evaluation Criteria

#### 1. Technical Evaluation Criteria

Each Technical Proposal will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get an overall Technical score of 70% or more will qualify for opening of Financial Bids. Failing to secure minimum marks shall lead to rejection of the Bid and Bidder.

	Description	Supporting Documents	Maximum Marks
1.	<b>Experience of working on projects involving design, development and maintenance websites</b> during the last 3 years (2019-20, 2020-21 and 2021-22). The value of each project must be $\geq$ INR 25 Lakhs. 1 Marks shall be awarded for each of such project.	<ul style="list-style-type: none"><li>• Completion certificates from the client</li></ul> <b>OR</b> Work order + Self certificate of completion (Certified by the statutory auditor)	5
2.	Experience of working on projects involving design, development and maintenance of websites/ applications for Government of India / State Government / PSU in last 3 (three) financial years FY 2019- 20, 2020-21 and 2021-22) (minimum value $>$ 25 Lakhs each). 1 Marks shall be awarded for each of such project.	<ul style="list-style-type: none"><li>• Completion certificates from the client</li></ul> <b>OR</b> Work order + Self certificate of completion (Certified by the statutory auditor)	5
3.	<b>Qualification and relevant experience of key staff.</b> <b>Project Manager-</b> <ul style="list-style-type: none"><li>• <b>0 Marks shall be awarded for experience less than 5 years</b></li><li>• 30 Marks shall be awarded for an experience equal to 5 years &amp; 2 mark for each additional year of experience (subject to a maximum of 40 marks for project manager).</li></ul>	<ul style="list-style-type: none"><li>• Relevant Educational and Experience certificates of individual employees and self-declaration from the bidder counter signed by the employee</li></ul>	40

	<p><b>Project Assistants-</b></p> <ul style="list-style-type: none"> <li>• <b>0 Marks shall be awarded for experience less than 2 years</b></li> <li>• 8 Marks shall be awarded for an experience equal to 2 years &amp; 1 mark for each additional year of experience individually for each project assistant (subject to a maximum 10 marks for each of the two project assistant).</li> </ul>	<ul style="list-style-type: none"> <li>• Relevant Educational and Experience certificates of individual employees and self-declaration from the bidder counter signed by the employee</li> </ul>	<b>20</b>
5	<p><b>Technical Presentation:</b></p> <p>a) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference.</p> <p>b) Understanding of the objectives of the assignment: The extent to which the consultant's approach and work plan respond to the objectives indicated in the Statement of Work</p>	<p><b>Technical Presentation covering amongst others:</b></p> <p>Understanding the scope, approach and</p> <ul style="list-style-type: none"> <li>• Methodology, &amp; work plan. Evaluation will be based on quality of submissions and the presentation, if any, made to NCVET. Which will cover a) Understanding of the objectives of the assignment: The extent to which the consultant's approach and work plan respond to the objectives indicated in the Scope of Work.</li> <li>• b) Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Terms of Reference.</li> </ul>	<b>30</b>
			<b>100</b>

## 2. Financial Evaluation Criteria

- a) The Financial Bids of technically qualified bidders will be opened. The date, time and venue of opening of financial bid will be communicated to the technically qualified bidders separately and/or posted in the GeM Portal.
- b) If a firm quotes NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered.
- c) Consulting organization will be selected on the basis of QCBS (Technical: Financial): 70:30
- d) The bid price will include all taxes and levies other than GST and shall be in Indian Rupees.
- e) If there is only one bid, NCVET reserves the right to process the single bid or take recourse to the process of re-tendering.
- f) Any conditional bid would be rejected.
- g) Errors & Rectification: If there is a discrepancy between words and figures, the amount in words will prevail”.
- h) For financial evaluation, the quoted amount indicated in the Financial Bid which will be opened online only shall be considered. On financial evaluation, the shortlisted bidders will be given total score which will be determined as under:
  - i) 70% weightage will be given to the Technical Score.
  - j) 30% weightage will be given to the financial score.
- k) NCVET will determine whether the Financial Proposals are complete, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of works/services.
- l) Combined and final evaluation
- m) Proposals of the post qualified bidder(s) during the process of evaluation of the technical bid will finally be ranked according to the total score (Technical Score + Financial Score).
- n) The successful bidder shall be the first ranked bidder (whose total score is the highest). The second ranked bidder shall be kept in reserve and may be invited for negotiations in case the first ranked bidder withdraws or fails to comply with the requirements specified hereinabove.

Formula for determining the financial scores:

$S_f = 100 \times F_m / F$  Where:



Sf is the financial score  
Fm is the lowest price  
F is the price quoted by the respective bidders

The weight age given to the technical and financial proposals are:

T = 0.70 and P = 0.30

$S = (S_t \times 0.7) + (S_f \times 0.3)$

Where:

S is the combined total score

S<sub>t</sub> is the technical score of the bidder

#### **10. PERIOD OF CONTRACT**

The selected bidder will be required to submit a signed copy of the Contract as an acceptance of the terms and conditions laid down by NCVET, failing which the offer will be treated as withdrawn and EMD forfeited. After signing of the Contract document, no variation or modification in the terms of the agreement shall be made except by written amendment signed by both parties.

The period of contract will be for an initial period of **one year** and shall be extendable based on project requirement and mutually agreed terms. In case of an extension, increment in the project cost will be as per mutual agreement between NCVET and the agency.

#### **11. PERFORMANCE BANK GUARANTEE**

All incidental charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee (PBG) shall be borne by the selected bidder. The PBG may be discharged / returned by NCVET upon being satisfied that there has been due performance of the obligations of the bidder under the work orders. However, no interest shall be payable on the security deposit or the performance bank guarantee. The bidder shall submit PBG within 15 days from the issue of Work Order. The PBG should remain **valid for a period of 15 months** from the date of issue of Work Order. The bidder shall submit a PBG of an amount of 3% of the contract value.

The agency shall be responsible for extending the validity date and claim period of the PBG as and when it is due on account of non-completion of the project. In case the agency fails to submit performance guarantee within the time stipulated, NCVET at its discretion may cancel the order placed on the agency without giving any notice. NCVET shall invoke the performance guarantee in case the agency fails to discharge their contractual obligations during the period.

#### **12. EARNEST MONEY DEPOSIT**



Bidders shall submit, along with their Proposals, an EMD of Rs. 2,00,000 only, in the form of a demand draft OR Bankers Cheque OR bank guarantee. The payment transfer related information is as follows :

- a) EMD Bank Guarantee in the format specified in Appendix- I issued by a commercial bank in favour of . ‘ National Council for Vocational Education and Training ( NCVET’ The EMD BG should remain valid for a period of 45 days beyond the final tender validity period.
- b) Demand Draft/Banker cheque : Payable at ‘ New Delhi’.

EMD of all unsuccessful bidders would be refunded by ‘NCVET’ within two (2) weeks of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee .

The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.

The EMD may be forfeited:

- a) If a bidder withdraws its bid during the period of bid validity.
- b) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

### **13. TERMINATION OF CONTRACT**

NCVET may, terminate this Work Order by giving the Agency a 30 (Thirty) days prior and written notice indicating its intention to terminate the Contract under the following circumstances:

- a) NCVET is of the opinion that there has been such event of default on the part of the Agency which would make it proper and necessary to terminate this Contract and may include failure on the part of the Agency to respect any of its commitments with regard to any part of its obligations under this Contract.
- b) NCVET may at any time terminate the contract by giving written notice to the selected agency without compensation to the selected agency, if the selected agency becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to NCVET.

- **Fraud and Corruption**

NCVET requires that the applicant (agencies) engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s)/work order(s). NCVET will reject the bid document, if the applicant(agency) recommended for contract,





has been determined by NCVET to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. These terms are defined as follows:

- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of NCVET or any personnel during the tenure of contract.
- ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to NCVET, and includes collusive practice among applicants (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive NCVET of the benefits of free and open competition.
- iii. "Unfair trade practices" means supply of services different from what is ordered on or change in the Scope of Work which was agreed to.
- iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of contract.
- v. "Collusive practices" means a scheme or arrangement between two or more applicants with or without the knowledge of the NCVET, designed to establish prices at artificial, non-competitive levels.

NCVET will reject an application for award, if it determines that the applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any work assigned during the period of the contract.

- **Termination for Convenience**

Either party may by written notice, to terminate the work order and/or the Contract, in whole or in part at any time by giving a 3 months' notice. The notice of termination will specify that termination is for convenience, the extent to which performance of work under the work-order and/or the contract is terminated and the date upon which such termination becomes effective.

- **Termination Process**

- a) Upon occurrence of an event of default as set out in above clauses, NCVET will deliver a default notice in writing to the other party which shall specify the event of default, and give the empanelled agency an opportunity to correct the default.
- b) At the expiry of notice period, unless the party receiving the default notice remedied the default, the party giving the default notice may terminate the agreement.
- c) Payments for all satisfactorily completed services till the time of termination shall be made to the vendor in the event of termination.

#### **14. PRICE VARIATION**



In the event of lowering of government levies subsequent to the finalization of the contract, the bidder shall automatically pass on the benefits to NCVET, and in the event of increasing of government levies subsequent to the finalization of agreement; NCVET shall consider the case on merit and the pro-rata benefits to the Agency may be considered if full reference with documentary evidence is submitted.

### **15. LIQUIDATED DAMAGES AND PENALTIES**

1. Notwithstanding NCVET's right to cancel the order, liquidated damages for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value.
2. Liquidated damages for late commissioning at 1% (One percent) of the order value per week will be charged for every week's delay in commissioning to a maximum of 10% of the value of the order value.
3. Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be. iv. NCVET reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by NCVET to the Bidder
4. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to NCVET under the terms and conditions of the RFP, contract and as per applicable law including the right of forfeiture of PBG. Once the maximum percentage of liquidated damages/penalties as stated in the said clause reaches/ cross the cap so stated, the Purchaser shall have the right and may at its discretion terminate the Agreement for default and consequences/effects for such termination as stated in Section 12 hereinabove and in the Agreement shall become applicable. Each of the Parties shall ensure that the range of the Services/Deliverables under the Service Levels shall not be varied, reduced or increased except with the prior written agreement between the Purchaser and the Service Provider in accordance with the provisions of Change Control set out in this Agreement.

### **16. PAYMENT TERMS**

1. The agency shall raise invoice at the completion of each deliverable as specified under section 7 of the RFP.
2. The payments would be made on the basis of approved progress reports.
3. Payments shall be subject to deductions of any amount for which the supplier is liable under the Work Order or tender conditions. Further, all payments to agency will be made subject to deduction of applicable penalty and TDS (Tax deduction at Source) as per the Income Tax Act, 1961, and other taxes, if any, as per Government of India rules.
4. All payments will be made through RTGS only.



A handwritten signature in blue ink, appearing to be "Shumway".

## 17. CONFIDENTIALITY AND SECURITY

The agency and their personnel will not, either during the term or 1 year after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of NCVET or its clients without the prior written consent of NCVET.

### **Non-Disclosure Clause**

- a) The agency should treat all documents, information, data and communication of and with NCVET as privileged and confidential and would be bound by the terms and conditions of the non-Disclosure clause.
- b) The agency shall abide by the non-Disclosure clause. The agency shall not, without NCVET's prior written consent, disclose any information to any other party furnished by or on behalf of NCVET to any person other than a person employed by the agency in the performance of the work.
- c) Disclosure to any such person employed by the agency shall be made in utmost confidence and should extend only so far as may be necessary and relevant for the purpose of such performance and shall be subject to the terms and conditions of the non-Disclosure clause.

## 18. FORCE MAJEURE

If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract is prevented or delayed by reasons beyond the control of a party such as war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, natural calamities, lockouts, acts of state or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof, neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provided further, that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 60 days, NCVET may at its option, terminate the contract. Neither Party shall be liable for any failure or delay in the performance of its obligations under the contract or Work Orders hereunder to the extent such failure or delay or both is caused, directly, without fault by such Party, by reason of such event. NCVET shall however, be responsible to pay the Agency for the services successfully rendered to the satisfaction of NCVET under the work orders/ purchase orders issued pursuant to the contract.



## **19. INDEMNIFICATION & LIMITATION OF LIABILITY**

1. The successful Agency shall indemnify defend and hold harmless the NCVET during the term of this contract from and against all liabilities, damages, loses, expenses, demands, actions, proceedings, costs and claims of any nature whatsoever arising out of the acts, omissions, negligence and breach of this contract by the Successful Agency.
2. The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed the total amount paid under this Agreement.
3. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set- forth in above) even if it has been advised of their possible existence.
4. The allocations of liability in this Section represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

## **20. DISPUTE RESOLUTION**

The Bidder and NCVET shall endeavour their best to amicably settle, by direct negotiation, all disputes arising out of or in connection with the contract.

In case any dispute between the Parties, does not settle by negotiation, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

Each Party to the dispute shall appoint one arbitrator each and the third to be appointed by the NCVET.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s



in accordance with the provisions of the Contract / Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

## **21. APPLICABLE LAW**

The work-order will be governed by the laws and procedures established by the Govt. of India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All disputes in this connection shall be settled in Delhi jurisdiction only.

A handwritten signature in blue ink, consisting of a stylized first letter followed by a series of loops and a horizontal line at the end.

**22. ANNEXURE 1 - COVERING LETTER FOR BID**

(To be submitted on the letterhead of the bidder) To  
The Chairperson, NCVET,  
Kaushal Bhawan  
B-2, Pusa Road  
Metro Pillar No. 95  
Near Karol Bagh Metro Station  
New Delhi – 110005

Subject: Submission of Bid for Tender No. <<>> Dear Sir,

This is to notify that our company is submitting bid in response to Tender No NCVET/... for Request for Proposal (RFP) for Selection of an agency to Design, Develop, Operate and maintain NCVET/NQR Website

. Primary & Secondary contact for our company are as follows:

	Primary Contact	Secondary Contact
Company Name		
Name		
Title		
Address		
Phone		
Mobile		
Fax		
E-mail		

For the purpose of supplying items / delivering services under this tender we are appointing <Name of Authorized Partner> (if applicable) as our Authorized Partner.

We are responsible for communicating to the NCVET in case of any change in the Primary or/and Secondary contact information mentioned above. We shall not hold NCVET responsible for any non-receipt of bid process communication in case such change of information is not communicated and confirmed with NCVET on time.

By submitting the proposal, we acknowledge that we have carefully read all the sections of this tender document including all forms, schedules and appendices hereto, and are fully informed to all existing conditions and limitations. We also acknowledge that the company is in agreement with terms and conditions of the tender and the procedure for bidding, evaluation and selection.



We have enclosed the earnest money deposit as per the tender conditions and we understand that it is liable to be forfeited in accordance with the provisions of tender documents.

We confirm that information contained in this response or any part thereof, including documents and instruments delivered or to be delivered to NCVET are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part misled NCVET in its evaluation process.

We fully understand and agree that on verification, if any of the information provided here is found to be misleading the evaluation process or result in unduly favours to our company in evaluation process, we are liable to be dismissed from the selection process or termination of the contract with NCVET.

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

It is hereby confirmed that I / We are entitled to act on behalf of our corporation / company / firm / organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours sincerely,

On behalf of [bidder's name]

Authorized Signature [In full and initials]: Name & Title of signatory:

Name of Firm: Address:

Seal/Stamp of bidder: Place:

Date:





**23. ANNEXURE 2 – FORMAT FOR BANK GUARANTEE FOR PERFORMANCE  
GUARANTEE**

To,  
The Chairperson, NCVET,  
Kaushal Bhawan,  
B-2, Pusa Road,  
Metro Pillar No. 95,  
Near Karol Bagh Metro Station,  
New Delhi – 110005

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for submission of RFP # <<RFP Number>> for *“Request for Proposal (RFP) for Selection of an agency to Design, Develop, Operate and maintain NCVET/NQR Website”* (hereinafter called "the Bid") to NCVET (hereinafter called 'the Purchaser').

Know all Men by these presents that we <<>> having our office at <<Address>> (hereinafter called "The Bank") are bound unto the Purchaser in the sum of INR <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this <<Date>>. The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Purchaser in the RFP; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
  - a. Withdraws his participation from the bid during the period of validity of bid document; or
  - b. Fails or refuses to participate in the subsequent Tender process after having been shortlisted

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

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:



- i. Our liability under this Bank Guarantee shall not exceed INR <<Amount in figures>> (Rupees <<Amount in words>> only)
- ii. This Bank Guarantee shall be valid up to <<insert date>>)
- iii. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:



## 24. ANNEXURE 3 - FORMAT FOR SUBMISSION OF PRE-QUALIFICATION BIDS

Pre-Qualification Bid Covering Letter

<Location, Date>

To,

The Chairperson, NCVET,

Kaushal Bhawan,

B-2, Pusa Road,

Metro Pillar No. 95,

Near Karol Bagh Metro Station,

New Delhi – 110005

**Subject:** Submission of the pre-qualification bid for Selection of agency for “*Request for Proposal (RFP) for Selection of an agency to Design, Develop, Operate and maintain NCVET/NQR Website*”

Dear Sir,

The undersigned, on behalf of [give the name of firm], offer to provide the services for [Insert title of Assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our pre-qualification proposal.

We hereby declare that all the information and statements made in this pre-qualification bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely, (Authorized Signatory)

(Name, Designation, Address, Contact Details, Seal, Date)

Pre-Qualification checklist for common criteria

S. No.	Description	Supporting Documents	Compliance (Yes / No)	Reference in Proposal
1	Legal Entity			
2	Turnover			



3	Net Worth			
4	Black Listing			
5	Technical Capability			
6	Earnest Money Deposit			



**25. ANNEXURE 4 - FORMAT FOR SUBMISSION OF TECHNICAL BIDS**

Technical Bid Covering Letter

<Location, Date>

To,  
The Chairperson, NCVET,  
Kaushal Bhawan,  
B-2, Pusa Road,  
Metro Pillar No. 95,  
Near Karol Bagh Metro Station,  
New Delhi – 110005

**Subject:** Submission of the technical bid for Selection of agency for “*Selection of an agency to Design, Develop, Operate and maintain NCVET/NQR Website*”

Dear Sir,

The undersigned, on behalf of [give the name of firm], offer to provide the services for [Insert title of Assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our technical proposal.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely, (Authorized Signatory)  
(Name, Designation, Address, Contact Details, Seal, Date)

Technical Qualification Checklist (For Detail Explanation See Clause 9.2)

	Description	Supporting Documents	Maximum Marks
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1.	<b>Experience of working on projects involving design, development and maintenance websites</b> during the last 3 years (2019-20, 2020-21 and 2021-22). The value of each project must be $\geq$ INR 25 Lakhs. 1 Marks shall be awarded for each of such project.	<ul style="list-style-type: none"> <li>Completion certificates from the client</li> <li><b>OR</b></li> <li>Work order + Self certificate of completion (Certified by the statutory auditor)</li> </ul>	5
2.	Experience of working on projects involving design, development and maintenance of websites/ applications for Government of India / State Government / PSU in last 3 (three) financial years FY 2019- 20, 2020-21 and 2021-22) (minimum value $>$ 25 Lakhs each). 1 Marks shall be awarded for each of such project.	<ul style="list-style-type: none"> <li>Completion certificates from the client</li> <li><b>OR</b></li> <li>Work order + Self certificate of completion (Certified by the statutory auditor)</li> </ul>	5
3.	<b>Qualification and relevant experience of key staff.</b>  <b>Project Manager-</b> <ul style="list-style-type: none"> <li><b>0 Marks shall be awarded for experience less than 5 years</b></li> <li>30 Marks shall be awarded for an experience equal to 5 years &amp; 2 mark for each additional year of experience (subject to a maximum of 40 marks for project manager).</li> </ul>	<ul style="list-style-type: none"> <li>Relevant Educational and Experience certificates of individual employees and self-declaration from the bidder counter signed by the employee</li> </ul>	40
	<b>Project Assistants-</b> <ul style="list-style-type: none"> <li><b>0 Marks shall be awarded for experience less than 2 years</b></li> <li>8 Marks shall be awarded for an experience equal to 2 years &amp; 1 mark for each additional year of experience individually for each project assistant (subject to a maximum 10 marks for each of the two project assistant).</li> </ul>	<ul style="list-style-type: none"> <li>Relevant Educational and Experience certificates of individual employees and self-declaration from the bidder counter signed by the employee</li> </ul>	20
5	: c) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference. d) b) Understanding of the objectives of the assignment: The extent to which the consultant's approach and work plan respond to the objectives indicated in the Statement of Work	<b>Technical Presentation covering amongst others:</b>  Understanding the scope, approach and  <ul style="list-style-type: none"> <li>Methodology, &amp; work plan. Evaluation will be based on quality of submissions and the presentation, if any, made to NCVET. Which will cover a) Understanding of the objectives of the assignment: The extent to which the consultant's approach and work plan respond to the objectives indicated in the Scope of Work.</li> <li>b) Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Terms</li> </ul>	30

		of Reference.	
			100



**26. ANNEXURE 5 - FORMAT FOR CITATIONS SUBMISSION**

Assignment name:	Approx. value of the contract:
Country: Location within country:	Duration of assignment months:
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract:
Start date month/year: Completion date month/year:	No of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed indicate most significant profiles such as Project Director/Coordinator, Team Leader:
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	





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**27. ANNEXURE 6- CV FORMAT**

Form 7: Curriculum Vitae (CV) of Key Personnel

1. **Proposed Position** [only one candidate shall be nominated for each position]:
2. **Name of Firm** [Insert name of firm proposing the staff]:\_\_\_\_\_
3. Full Name of Staff:\_\_\_\_\_
4. Date of Birth:\_\_\_Nationality:\_\_\_
5. **Education** [Indicate college/university and other specialized education of staffmember, giving names of institutions, degrees obtained, and dates of obtainment]:
6. Total No. of years of experience:
7. Total No. of years with the firm:
8. Areas of expertise and no. of years of experience in this area (as required for the Profile - mandatory):
9. Certifications and Trainings attended:
10. Details of Involvement in Projects (only if involved in the same):
11. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
12. Membership of Professional Associations:
13. **Employment Record** [Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:  
From (Year):      To (Year):      Employer/Purchaser:  
  
Positions held:

1. **Detailed Task Assigned** [List of all tasks to be performed under this assignment]



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2. **Relevant Work Undertaken that Best illustrates the experience as required for the Role** (provide maximum of 6 citations of 10 lines each) (Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 14 and as required for the role as listed in 'List of the key professional positions whose CV and experience would be evaluated')

Name of Assignment or Project:

Year:                      Location:

Purchaser:

Main Project features:

Positions held:

Value of Project (approximate value or range):

Activities performed:

**1. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

Date:

(Signature of staff member or authorized representative of the staff)(Day/Month/Year)

Full name of Authorized Representative:



**Request for Proposal (RFP) for Selection of an agency to Design, Develop, Operate and maintain  
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**28. ANNEXURE 7 – AGREEMENT FORMAT**

This Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022 at New Delhi.

BY AND BETWEEN

National Council for Vocational Education and Training (NCVET), having its registered office located at National Council for Vocational Education and Training premises, Kaushal Bhawan, B-2, Pusa Road, Metro Pillar No. 95, Near Karol Bagh Metro Station, New Delhi – 110005 (herein after referred to as "NCVET", which expression shall unless excluded by or repugnant to the context deemed to include its successor/s in office or permitted assigns) of the First Part;

AND

\_\_\_\_\_ <Name and address of Selected Bidder> \_\_\_\_\_ (hereinafter called the "Service Provider (SP)", which expression shall unless excluded by or repugnant to the context or meaning thereof mean and be deemed to include its successors and permitted assigns) of the Second Part;

AND WHEREAS

- a) NCVET had invited a Request for Proposal for "*Request for Proposal (RFP) for Selection of an agency to Design, Develop, Operate and maintain NCVET/NQR Website*" for NCVET, dated \_\_\_\_\_, and subsequent corrigendum thereto (hereinafter together referred to as 'RFP');
- b) In response to the RFP, the bidder amongst others, had submitted its technical and commercial bid for proposed RFP to NCVET, for which bid was opened on \_\_\_\_\_ (technical bid) and on \_\_\_\_\_ (Financial bid) and subsequently the bidder had submitted on \_\_\_\_\_ (hereinafter referred to as 'Proposal or Bid');
- c) NCVET has accepted the aforesaid Proposal of the Service Provider, vide its letter dated \_\_\_\_\_ thereby awarding the contract to the Service Provider.
- d) The Service Provider furnished the requisite Performance Guarantee on \_\_\_\_\_
- e) The Contract having come into force w.e.f. \_\_\_\_\_, the parties now wish to sign this formal agreement in terms of the contract already awarded vide letter dated \_\_\_\_\_ 2022 which is already under execution.

NOW, THEREFORE, IT IS HEREBY AGREED/ ACKNOWLEDGED BY THE PARTIES AS FOLLOWS:

1. The following documents attached hereto to form an integral part of this agreement

- a) RFP dated \_\_\_\_\_ along with Corrigendum (Entire Tender Document) duly signed by the Service Provider;
- b) Financial Bid as Annexure: 13.
- c) NCVET's letter dated \_\_\_\_\_ for acceptance of conditions, and acceptance letter from M/s



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\_\_\_\_\_ dated \_\_\_\_\_ and  
d) NCVET's letter dated \_\_\_\_\_ award of the contract

2. The mutual rights and obligations of NCVET and Service Provider, Scope of work, Payment terms etc. shall be as set forth in the aforesaid documents.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their Authorized Signatories and Representatives in their respective names as of the day and year first above written.

SIGNED, for and on behalf of National Council for Vocational Education and Training (NCVET)

By: Ms. /Mr. \_\_\_\_\_

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

SIGNED, for and on behalf of M/s.

\_\_\_\_\_

By: Ms. / Mr. \_\_\_\_\_

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Witnesses:

- 1. Name: \_\_\_\_\_
- 2. Place: \_\_\_\_\_
- 3. Date : \_\_\_\_\_

- 1. Name: \_\_\_\_\_
- 2. Place: \_\_\_\_\_

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



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***Request for Proposal (RFP) for Selection of an agency to Design, Develop, Operate and maintain  
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**29. ANNEXURE 8 – EMD Format**

To,  
The Chairperson, NCVET,  
Kaushal Bhawan,  
B-2, Pusa Road,  
Metro Pillar No. 95,  
Near Karol Bagh Metro Station,  
New Delhi – 110005

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for submission of RFP # <<RFP Number>> for “*Request for Proposal (RFP) for Selection of an agency to Design, Develop, Operate and maintain NCVET/NQR Website*” (hereinafter called "the Bid") to NCVET (hereinafter called 'the Purchaser').

Know all Men by these presents that we <<>> having our office at <<Address>> (hereinafter called "The Bank") are bound unto the Purchaser in the sum of INR <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>. The conditions of this obligation are:

- a) If the Bidder having its bid withdrawn during the period of bid validity specified by the Purchaser in the RFP; or
- b) If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
  - i. Withdraws his participation from the bid during the period of validity of biddocument; or
  - ii. Fails or refuses to participate in the subsequent Tender process after having been shortlisted

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

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:



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- i. Our liability under this Bank Guarantee shall not exceed INR <<Amount in figures>> (Rupees <<Amount in words>> only)
- ii. This Bank Guarantee shall be valid up to <<insert date>>)
- iii. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

