

No:KSDC/PUR/ITAI/CR-04/2022-23



Karnataka Skill Development Corporation (KSDC)
Government of Karnataka

Request For Proposal

Selection of Bidder for “Development, Supply,
Implementation, and Maintenance of Karnataka Skill
Connect Portal”

Karnataka Skill Development Corporation
Kaushalya Bhavan, 3rd Floor, Dairy Circle,
Bannerghatta Road, Bangalore 560 029
Telephone: 080-29522222
Email: sankalp_portal@kaushalkar.com

Table of Contents

SECTION 1. NOTICE INVITING TENDER (NIT)	4
SECTION 2. INFORMATION TO BIDDERS	6
1. INTRODUCTION	6
2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS	7
3. PREPARATION OF PROPOSAL	7
4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS	8
5. PROPOSAL EVALUATION	10
6. NEGOTIATIONS	10
7. AWARD OF CONTRACT	11
8. PERFORMANCE SECURITY	11
9. CONFIDENTIALITY	11
DATA SHEET — INFORMATION TO BIDDERS	12
SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS	19
3A. TECHNICAL PROPOSAL SUBMISSION FORM	20
3B. DETAILS OF THE BIDDER	22
3C. BIDDER'S REFERENCES	24
3D. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT	27
3E. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT	28
3F. TEAM COMPOSITION AND TASK ASSIGNMENTS (OPTIONAL)	29
3G. POWER OF ATTORNEY OF AUTHORISED SIGNATORY	30
3H. FINANCIAL CAPACITY OF THE BIDDER	31
3I. UNDERTAKING FOR EXPERIENCE IN SOFTWARE DEVELOPMENT AND WEB APPLICATION DEVELOPMENT	32
3J. UNDERTAKING ON PATENTS, INTELLECTUAL PROPERTY RIGHTS, INDUSTRIAL PROPERTY RIGHTS AND COPYRIGHTS	33
3K. ORIGINAL EQUIPMENT MANUFACTURER/THIRD PARTY AUTHORIZATION TO BID	34
3L. TIME AND MATERIAL COSTS FOR SCOPE OF WORK UNDER PHASE 2	35
SECTION 4. FINANCIAL PROPOSAL – STANDARD FORM	36
FINANCIAL PROPOSAL SUBMISSION FORM	36
SECTION 5. TERMS OF REFERENCE	37
1. INTRODUCTION	37
2. OBJECTIVES	38
3. BROAD SCOPE OF SERVICES	39
4. SCOPE OF SERVICES	40
5. TECHNICAL REQUIREMENT SPECIFICATIONS	41
6. FUNCTIONAL REQUIREMENT SPECIFICATIONS	50
7. SERVICE LEVEL AGREEMENT (SLA)	52

Karnataka Skill Development Corporation

8. REPORTING REQUIREMENTS	57
9. BROAD BUSINESS SCOPE FOR PHASE 2:	58
I. FORM OF CONTRACT	62
II. GENERAL CONDITIONS OF CONTRACT	64
III. SPECIAL CONDITIONS OF CONTRACT	71
IV. APPENDICES	80
APPENDIX A: DESCRIPTION OF SERVICES.....	80
APPENDIX B: REPORTING REQUIREMENTS	80
APPENDIX C: KEY PERSONNEL AND SUB-BIDDERS	80
APPENDIX D: SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT	80
APPENDIX E: BREAKDOWN OF CONTRACT PRICE IN INDIAN RUPEES	81
APPENDIX F: FORM OF GUARANTEE FOR PERFORMANCE SECURITY (PROFORMA BANK GUARANTEE).....	82
APPENDIX G: LETTER OF ACCEPTANCE	83
APPENDIX H: TECHNICAL PRESENTATION AND WRITE-UP SUBMITTED BY BIDDER.....	84
APPENDIX I: POWER OF ATTORNEY SUBMITTED BY BIDDER	84
APPENDIX J: UNDERTAKING FOR COMPLIANCE WITH THE TECHNICAL REQUIREMENT SPECIFICATION (TRS)AND FUNCTIONAL REQUIREMENT SPECIFICATION (FRS) AS PER CLAUSE 5 & 6 OF SECTION 5.....	85

Section 1. Notice Inviting Tender (NIT)

Karnataka Skill Development Corporation Limited invites bids from Bidders having requisite technical competency and experience for the RFP for **Selection of Bidder for Development, Supply, Implementation, and Maintenance of Karnataka Skill Connect Portal** as per scope defined in Section 5 - Terms of Reference hereinunder.

The Bidder will be selected under Quality and Cost Based Selection (QCBS) under terms and conditions of RFP.

The RFP includes the following documents –

- Section 1 – Letter of Invitation
- Section 2 – Information to Bidders
- Section 3 – Technical Proposals – Standard Forms
- Section 4 – Financial Proposals – Standard Forms
- Section 5 – Terms of Reference
- Section 6 – Standard Form of Contract

SELECTION OF BIDDER FOR DEVELOPMENT, SUPPLY, IMPLEMENTATION, AND MAINTENANCE OF KARNATAKA SKILL CONNECT PORTAL.

KSDC intends to select a well-established professional Bidder having experience and technical competency for the **Development, Supply, Implementation, and Maintenance of Karnataka Skill Connect Portal** as Build-Operate-Transfer (BOT) model in accordance with the scope of services as envisaged in the Terms of Reference of this RFP document for a period of 01 (one) year and extendable at sole discretion of the Client. The Bidder should have domain expertise, technical capability, and skilled manpower to deliver various aspects of the required services.

Interested Bidders may submit their Request for Proposals (RFP) for providing the services for KSDC and requisite EMD through the e-Procurement platform of GoK at <https://www.eproc.karnataka.gov.in>. Following shall be the calendar of events for tendering:

Sl. No.	Event Description	Date
1	Date of issue of RFP Document	20 May, 2022
2	Last date and time for receiving queries/clarifications	30 May, 2022, 17:00 Hrs
3	Date & Time for Pre-bid Meeting	31 May, 2022, 15:00 Hrs
4	Last date & Time for submitting proposals	09 Jun 2022, 17:30 Hrs
5	Date & Time for Opening of Technical Proposal	13 Jun 2022, 17:00 Hrs
6	Opening of Financial Proposal	To be notified to qualified bidders
7	Presentation on Technical Proposal	To be notified to qualified bidders
8	Earnest Money Deposit (EMD)	INR 2,00,000 (Rupees Two Lakh only)

Postponement of Calendar of events (if any), subsequent notification, changes, amendments, and selection/ rejection of proposal shall be intimated only through e-Procurement portal and will not be published in newspapers. KSDC reserves the right to accept or reject any or all the bids received in response to this RFP, without assigning any reasons thereof.

More details on the Services are provided in the attached Terms of Reference (TOR).

Managing Director
Karnataka Skill Development Corporation.
Bengaluru, Karnataka

Section 2. Information to Bidders

1. INTRODUCTION

- 1.1. The Client named in the “Data Sheet” will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.
- 1.2. The Bidders are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for supply, installation and maintenance services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Bidder.
- 1.3. The Assignment shall be implemented in accordance with the schedule indicated in the Data Sheet. Since the Assignment includes several phases, the performance of the Bidder under each phase must be to the client’s satisfaction before work begins on the next phase.
- 1.4. The Bidders must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Bidders are encouraged to pay a visit to the Client before submitting a Proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Bidder’s representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Bidders should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5. The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 1.6. Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.
- 1.7. It is GOK’s policy to require that Bidders observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:
 - a. defines, for the purposes of this provision, the terms set forth below as follows:
 - i. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - ii. “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Bidders (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive GOK of the benefits of free and open competition.
 - b. will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
 - c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and
 - d. will have the right to require that, GOK to inspect Bidder’s accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.
- 1.8. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.7 (c).
- 1.9. Bidders shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.
- 1.10. If provision of uploading any documents in the portal are missed out, bidder may upload the same under the tab provided for additional documents.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

- 2.1. Bidders may request a clarification of any item of the RFP document up to the date and time indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by electronic mail (e-mail) to the Client's e-mail address respectively, as indicated in the Data Sheet. The Client will respond to such requests and will upload the response (including an explanation of the query but without identifying the source of inquiry) in the e-procurement website of Govt. of Karnataka (www.eproc.karnataka.gov.in).
- 2.2. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through corrigenda/ addenda. Such Corrigenda/ Addenda shall be uploaded on the e-procurement website and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.
- 2.3. Client reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in the Clause 2.2 shall be construed as obliging the client to respond to any question or to provide any clarification

3. PREPARATION OF PROPOSAL

- 3.1. Bidders are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

TECHNICAL PROPOSAL

- 3.2. In preparing the Technical Proposal, Bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3. While preparing the Technical Proposal, Bidders must give particular attention to the following:
 - a. If a Bidder considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with an individual Bidder(s) and/or other Bidder or entities in a joint venture or sub-consultancy, as appropriate. Bidders may associate with the other Bidders invited for this Assignment only with the approval of the Client as indicated in the Data Sheet. Bidders must obtain the approval of the client to enter into a Joint Venture with Bidders not invited for this assignment.
- 3.4. The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):
 - i. Technical Proposal Submission Form duly signed by the authorised representative of the Bidder (Section 3A)
 - ii. Details of the Bidder (Section 3B)
 - iii. A brief description of recent experience on assignments (Section 3C) of a similar nature.
 - iv. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3D).
 - v. A description of the methodology and work plan for performing the assignment (Section 3E). The Bidder should submit this document at the time of the Technical Presentation.
 - vi. Pro Forma for Power of Attorney of Authorised Signatory (Section 3G)
 - vii. Certificate of Financial capacity of the Bidder including from statutory auditor in the prescribed format (Section 3H)
 - viii. Undertaking for the Bidder's experience in Software development (Section 3I)

Karnataka Skill Development Corporation

- ix. Undertaking on Patents, Intellectual Property Rights, Industrial Property Rights and Copyrights (Section 3J)
 - x. Original Equipment Manufacturer/ Third Party Authorization to Bid (Section 3K)
 - xi. Time and material costs for Scope of Work under Phase 2
 - xii. Any additional information requested in the Data Sheet.
- 3.5. The Technical Proposal shall not include any information pertaining to the Financial Proposal. Bidders submitting any Financial Proposal information along with the Technical Proposal shall be disqualified.

FINANCIAL PROPOSAL

- 3.6. In preparing the Financial Proposal, Bidders are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4).
- 3.7. The Bidder shall submit their Price of services, in Section 4, on a lumpsum basis, for scope of work defined in Phase 1.
- 3.8. The Bidder should quote their price offer as per Section 4 in the relevant slots provided on the e-Procurement portal for all the services sought by the Client in the Terms of Reference, including all applicable GST and cesses. In the event of any revision to GST in the future, the quoted rate shall be revised accordingly. It is hereby made clear that only price submitted in Section 4 will be considered for evaluation of the proposals submitted.
- 3.9. The Data Sheet indicates how long the proposals must remain valid after the submission date. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Bidders who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

- 4.1. The Technical Proposal and Financial Proposal; see para 1.2 shall be uploaded to the e-procurement portal. The documents and details mentioned in Clause 3 above shall be submitted online on website <https://eproc.karnataka.gov.in>. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Bidders should contact the e-procurement help desk at the details provided in the Data Sheet.
- 4.2. Downloading of tender documents, submission of proposal all will be through Government of Karnataka e-Procurement website <https://eproc.karnataka.gov.in/eportal/index.seam> under login for Contractors. Bidders must get themselves registered, acquainted and trained on the procedure of participating in e-Procurement.
- 4.3. Bidders are requested to go through the RFP carefully and submit the required information without exception otherwise proposals will be rejected.

4.4. EARNEST MONEY DEPOSIT

- 4.4.1. Bidders are requested to submit Earnest Money Deposit (EMD) as indicated in the e-Procurement portal along with the Technical Bid
- 4.4.2. The Bidder's bid will be evaluated only on confirmation of receipt of the payment of EMD in the Government of Karnataka central pooling account held at designated Bank. EMD amount will have to be submitted by the Bidder considering the following conditions:
1. EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's central pooling account at designated Bank until the contract is closed.
 2. The entire EMD amount for a particular tender must be paid in a single transaction. It is the responsibility of Bidders to ensure that payment through NEFT reaches Payment to Government of Karnataka's designated Bank before Bid submission date and time, through online payment. In case of OTC Payment, the DD to be drawn in favour of e-

Karnataka Skill Development Corporation

Procurement, Government of Karnataka and submit to designated Bank before bid submission time and update the transaction reference in e-Procurement portal.

3. For the details on e-Payment services refer to e-procurement portal for more details on the process.
- 4.5. The completed proposal comprising documents indicated in Clause 3, should be uploaded on the website given above through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in the RFP document
- 4.6. The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared as per RFP document.
- 4.7. An authorized representative of the Bidder shall digitally sign the Proposal in e-procurement. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.
- 4.8. The Bidder shall submit the bids separately i.e., Technical and Financial electronically online in Government of Karnataka e-Procurement portal.
- 4.9. Bidder has all the time to modify and correct or upload any relevant document in the portal before submission on e-Procurement portal.
- 4.10. The last date and time including hours, minutes and seconds for submission will be mentioned in the portal, the bid will disappear automatically immediately after the time of submission is elapsed.
- 4.11. After the deadline for submission of proposals, the Technical Proposal shall be opened by the evaluation committee and evaluation will be done. The bidders who are technically qualified will be intimated through e-procurement portal only and the Financial Proposal of qualified bidders will be opened in presence of the bidders who choose to attend.
- 4.12. Proposals must be received by the Client online not later than the time specified in the proposal Data Sheet. The electronic system would not allow any late submission of proposals after due date and time as per server time.
- 4.13. After the deadline for submission of Proposals, the Technical Proposal will be opened as per the tender schedule notified on the e-Procurement portal. The Financial Proposal of the successful Bidders only will be opened after completion of Technical Proposal evaluation.

4.14. REFUND OF EMD

- 4.14.1. Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful Bidders will be refunded to the respective Bank accounts of the Bidder registered in the e-Procurement system.
- 4.14.2. The Earnest Money Deposit of unsuccessful Bidders will be returned after the award of the proposal to the successful Bidder.
- 4.14.3. The Earnest Money Deposit of the successful Bidder will be discharged when the Bidder has furnished the required Performance Security and signed the Contract.
- 4.14.4. The Earnest Money Deposit may be forfeited:
 - a. if the Bidder withdraws the proposal after the deadline for submission of proposals, during the period of proposal validity;
 - b. if the Bidder does not accept the correction of the Contract Price; or
 - c. in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i. furnish the required Security deposit; or
 - ii. sign the draft Contract with the Client; or
 - iii. sign and return the duplicate copy of the Letter of Acceptance; or
 - iv. In case of the Bidder submitting fake documents such as annual financial turnover, work done certificate etc., relevant to the proposal.

5. PROPOSAL EVALUATION

GENERAL

- 5.1. From the time the proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Bidder's proposal.
- 5.2. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

EVALUATION OF TECHNICAL PROPOSALS

- 5.3. The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (S_t). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet

PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS; RANKING

- 5.4. After the evaluation of quality is completed, the Client shall notify those Bidders whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the Bidders that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, cable, telex, facsimile, electronic mail or via the e-Procurement portal.
- 5.5. The Financial Proposals shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the Bidder, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.6. The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.
- 5.7. The lowest Financial Proposal (F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T+P = 1$) indicated in the Data Sheet: $S = S_t \times T\% + S_f \times P\%$. The Bidder achieving the highest combined technical and financial score will be invited for negotiations.

6. NEGOTIATIONS

- 6.1. Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2. Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client

Karnataka Skill Development Corporation

and Bidder will then work out final Terms of Reference, staffing, and other details indicating activities, staff, staff-person-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the Bidder can offer within the available budget and timelines and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

- 6.3. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.
- 6.4. The negotiations will also include man-month rates for phase 2 of the project. Man-month rates for resources proposed to be deployed for the phase 2 of the project are to be submitted by bidders as per the Section 3L of the RFP. To know the broad scope phase 2 refer Clause 9 of Section 5.
- 6.5. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Bidder will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

7. AWARD OF CONTRACT

- 7.1. The Bidders whose offer has been accepted will be notified by the Client prior to the expiration of the validity of proposal by, email or facsimile or through a letter (hereinafter called the “Letter of Acceptance”). After notifying the successful Bidder, the Client will promptly notify other Bidders that they were unsuccessful through e-Procurement portal only.
- 7.2. The Bidder is expected to commence the Assignment on the date and at the location specified in the Data Sheet.
- 7.3. Notwithstanding Clause 7.1 the Client reserves the right to accept or reject any proposal and to cancel the tender process and reject all proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders or Bidders of the grounds for the Clients action.

8. PERFORMANCE SECURITY

- 8.1. Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Client a bank guarantee in the form given in Appendix F.
- 8.2. Performance Security shall be provided to the Client not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Client. The performance security shall be valid until a date 90 days from the date of expiry of the Contract.
- 8.3. The Performance Security shall be furnished from any Nationalised Banks/ Scheduled Commercial Banks approved by Reserve Bank of India.
- 8.4. Failure of the Selected Bidder to furnish the Performance Security as provided in Clause 8.1 or enter into Contract with the Authority as provided in Clause 7.1 would constitute sufficient grounds for the annulment of Letter of Acceptance. In such event, the Authority reserves the right to
 - a. either invite the Bidder with the next best offer for negotiations, or
 - b. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

9. CONFIDENTIALITY

- 9.1. Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the proposals or to other persons not officially concerned with the process until the winning Bidder has been notified that it has been awarded the contract.

DATA SHEET — INFORMATION TO BIDDERS

Sl. No.	Section	Title	Details
1.	1.1	Name of Client	Karnataka Skill Development Corporation (KSDC)
2.	1.1	The Method of Selection	Quality and Cost Based Selection (QCBS)
3.	1.2	A Technical and a Financial Proposals are requested:	Yes
4.	1.2	Name and Description of Assignment	Name of the Assignment: <i>“Development, Supply, Implementation, and Maintenance of Karnataka Skill Connect Portal”</i> Brief Description of the Assignment: Karnataka Skill Development Corporation (KSDC) intends to select a well-established professional Bidder having experience and technical competency for the Development, Supply, Implementation, and Maintenance of Karnataka Skill Connect Portal (the “Service”). For the purposes of this project, this is being also called “Skills Assistance” in accordance with the scope of services as envisaged in the Terms of Reference of this RFP document for a period of 01 (One) year, extendable at discretion of the Client. The Bidder should have domain expertise, creative competency and skilled manpower to handle the various aspects of the required services.
5.	1.3	The Assignment is phased	No.
6.	1.4	Pre-proposal conference time and date	A Pre-proposal conference will be held: Yes Date and time as notified on the e-procurement portal.
7.	1.4	Pre-proposal conference venue	On-line Meeting / Conference Room, Karnataka Skill Development Corporation, Kaushalya Bhavan, 3 rd Floor, Diary Circle, Bannerghatta Road, Bangalore 560 029
8.	1.5	The Client will provide the following inputs:	As per Section 5 — Terms of Reference
9.	1.7.2	The client envisages the need for continuity in downstream work	Yes
10.	1.8	Clauses on fraud and corruption	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 d of G.C.C.
11.	2.1	Clarification of any item of the RFP	Clarifications may be requested up to the date and time notified on the e-procurement portal. Requests for clarification beyond the notified date and time shall not be considered. Clarifications shall be requested through an e-mail sent to sankalp_portal@kaushalkar.com with the subject line <i>“Queries concerning RFP for Development, Supply, Implementation, and Maintenance of Karnataka Skill Connect Portal”</i>
12.	3.1	Language of the Proposal	English
13.	3.3 a	Bidder may associate with other participating Bidders	No. Consortium or Joint Venture are not allowed for this RFP.

Karnataka Skill Development Corporation

Sl. No.	Section	Title	Details
14.	3.7	Price of Services	The Bidder shall quote the price on a lumpsum basis for Phase 1 of the project, as per format in Section 4. This shall be valid for the duration of the entire contract period, including any during any extensions granted by the Client beyond the initial contract period. The Bidder shall express the price of their services in Indian Rupees inclusive of all applicable Taxes.
15.	3.9	Validity of Proposal	180 days from submission of Proposal
16.	4.1	Helpdesk Details for Government of Karnataka E-procurement Portal	Phone: +91 80 4601 0000, +91 80689 48777 Email: support@eprochelpdesk.com
17.	4.13	Last Date and time for submission of proposal	As notified in the Government of Karnataka e-procurement portal
18.	5.1	The address to send information to the Client is:	Karnataka Skill Development Corporation, Kaushalya Bhavan 3 rd Floor, Dairy Circle, Bannerghatta Road, Bangalore 560 029
19.	5.3	Evaluation Criteria for Technical Proposal	As detailed below
20.			

5.3.1. The Technical bids of only the firms satisfying the following pre-qualification criteria will be evaluated:

Sl. No.	Eligibility Criteria	Supporting Document to be Submitted (all documents to be submitted unless indicated otherwise)
1.	Legal Entity: The Bidder should be a company incorporated in India under The Indian Companies Act, 1956 and subsequent amendments thereto or a Partnership Firm registered under The Indian Partnership Act 1932 or the Limited Liability Partnership Act 2008.	<ul style="list-style-type: none"> • Details of the Bidder (Section 3B) • If the Bidder is a company – <ul style="list-style-type: none"> ○ Copy of Certificate of Incorporation countersigned by statutory auditor ○ Copy of Memorandum of Association(MoA) and Articles of Association (AoA) • If the Bidder is a partnership firm or a limited liability partnership – <ul style="list-style-type: none"> ○ Copy of Registration Certificates countersigned by statutory auditor ○ Copy of Partnership Deed • All Bidders must submit self-attested copies of the following documents – <ul style="list-style-type: none"> ○ IT Returns for the last completed financial year (FY 2020-21) ○ PAN card ○ GST Registration
2.	Years of Experience: The Bidder should have at least 5 years of experience as on date of notice inviting tender (NIT) in the business of software development and web application development.	<ul style="list-style-type: none"> • Details of the Bidder at Section 3B • Signed undertaking and supporting documents for experience with software development and web application development in the format at Section 3I

Sl. No.	Eligibility Criteria	Supporting Document to be Submitted (all documents to be submitted unless indicated otherwise)
3.	<p>Average Annual Turnover: The Bidder should have had an average annual turnover of at least INR 5 crore (Rupees Five crore only) from Software development or IT Services or Information Technology enabled Services (i.e., IT Services and IteS) for the 3 (three) completed financial years (i.e. FY 2018-19, FY 2019-20 and FY 2020-21).</p> <p>The Financial Capacity of the parent/ subsidiary /associate entities of the Bidder would not be considered for assessment of eligibility.</p>	<ul style="list-style-type: none"> • Certificate from a Statutory Auditor/ Independent Auditor showing the turnover of the Bidder from Information Technology Services and Information Technology enabled Services (i.e. IT Services and IteS) for the last three Financial Years (i.e. FY 2018-19, FY 2019-20 and FY 2020-21) in the format at Section 3H • Copy of the audited Profit & Loss Statements for the last three completed financial years (i.e. FY 2017-18, FY 2018-19 and FY 2019-20)
4.	<p>Not Blacklisted / Barred: The Bidder should not have been blacklisted / barred by any Central or State Government or PSU and should not be involved in any major litigation that may affect or compromise the delivery of service required.</p>	<ul style="list-style-type: none"> • Technical Proposal Submission Form at Section 3A
5.	<p>Power of Attorney: The Bidder must submit a duly executed Power of Attorney in favour of the Authorized Signatory of the Bidder or a Copy of Board Resolution duly authorizing the Authorized Signatory of the Bidder for signing this bid.</p>	<ul style="list-style-type: none"> • Duly executed Power of Attorney in favour of the Authorized Signatory of the Bidder or a Copy of Board Resolution duly authorizing the Authorized Signatory for signing this bid. Suggested format at Section 3G.
6.	<p>OEM/Third party authorization: The Bidder should provide the tender specific authorization certificate from OEM/THIRD PARTY wherever required.</p>	<ul style="list-style-type: none"> • Original Equipment Manufacturer/Third Party Authorization to Bid at Section 3K
7.	<p>Non-Infringement of Patent / Intellectual Property Rights / Industrial Property Rights: None of the deliverables proposed to be provided by Bidder under this assignment should be infringing on any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence.</p>	<ul style="list-style-type: none"> • Undertaking on Patents, Intellectual Property Rights, Industrial Property Rights and Copyrights at Section 3J
8.	<p>Experience with AI/ML based solutions (Artificial Intelligence/Machine Learning): The Bidder should have completed / substantially completed projects pertaining to software development for Clients using AI/ML based software tools and related sectors in India or abroad during the past 5 years, i.e., March 2017 onwards.</p> <p>The contract value for this should be project should be at least INR 75 Lakh. The system implemented should have modules as per scope of work of this RFP.</p>	<ul style="list-style-type: none"> • Bidder's References at Section 3C • Proof of Commencement of Project: Copy of work order / contract / purchase order / letter of award issued by the client for the project. The document submitted should meet all the requirements as per the criteria and should indicate the functionality implemented for the project. • Proof of Substantial Completion of Project: At least one of the following documents issued by the client for the project should be submitted as proof of

Sl. No.	Eligibility Criteria	Supporting Document to be Submitted (all documents to be submitted unless indicated otherwise)
		substantial completion for the respective project <ul style="list-style-type: none"> ○ Certificate of Completion from the Client, signed by authorized representative for the Client ○ Self-certification from Authorized signatory of the Bidder along with the supporting documents issued by respective Clients substantiating completion of the project ○ The receipt of payment(s) to the Bidder of at least 30% of value of work order of project that is completed or in progress towards and certified by a statutory auditor.
9.	<p>Office in Bengaluru: The Bidder should have staffed office in Bengaluru.</p> <p>If no such office exists, the selected Bidder shall set up an office for the purpose of this assignment at their own cost within one month of receiving the work order. Failure to set up such an office will lead to termination of the Contract and forfeiture of the Performance Security.</p>	<ul style="list-style-type: none"> ● Technical Proposal Submission Form at Section 3A.

NOTE:

1. For Projects where the Bidder has worked as a consortium member, the Bidder shall furnish documents to substantiate the role of the firm in the project. The Client reserves the right to request any further supporting documents from the selected Bidder prior to the signing of the contract
2. The Client shall be free to make enquiries from previous clients of the Bidder about the work, conduct, performance, quality of service and such other related general enquiries about the Bidders. The Bidder would have no objection to the Client making such enquiries from their existing/past clients.

5.3.2. The number of points to be given under each of the evaluation criteria are:

The Bidder shall be evaluated according to the below-mentioned parameters –

Sl. No.	Criteria	Marks
1.	Relevant Experience of the Bidder	45 marks
2.	Approach and Methodology	55 marks
TOTAL		100 marks

Details of the Evaluation Criteria are given in the following table –

Sl. No.	Evaluation Criteria	Maximum Marks	Documents to be submitted
1. Relevant Experience of the Bidder (45 Marks)			
1.1.	<p>Experience with Similar Projects: The Bidder should have completed / substantially completed projects pertaining to software development for Clients using AI/ML based software tools and related sectors in India or abroad during the past 5 years, i.e., March 2017 onwards.</p> <ul style="list-style-type: none"> For 3 projects of minimum value INR 50 Lakhs OR 2 projects of minimum value INR 75 Lakhs OR 1 project of minimum value INR 1 crore – 15 marks For 4 or 5 projects of minimum value INR 50 Lakhs OR 3 to 4 projects of minimum value INR 75 Lakhs OR 2 to 3 projects of minimum value INR 1 crore – 20 marks For 6 or more projects of minimum value INR 50 Lakhs OR 5 or more projects of minimum value INR 75 Lakh OR 4 or more projects of minimum value INR 1 crore – 25 marks 	25 marks	<ul style="list-style-type: none"> Bidder's References at Section 3C Proof of Commencement of Project: Copy of work order / contract / purchase order / letter of award issued by the client for the project. The document submitted should meet all the requirements as per the criteria and should indicate the functionality implemented for the project. Proof of Substantial Completion of Project: At least one of the following documents issued by the client for the project should be submitted as proof of substantial completion for the respective project <ul style="list-style-type: none"> Certificate of Completion from the Client, signed by authorized representative for the Client Self-certification from Authorized signatory of the Bidder along with the supporting documents issued by respective Clients substantiating completion of the project The receipt of payment(s) to the Bidder towards the project and certified by a statutory auditor.
1.2.	<p>Experience with Similar Projects: The Bidder should have experience of at least one project for implementing IT systems with large user base and large concurrent users.</p> <ul style="list-style-type: none"> Software System with userbase of 10000 – 10 marks Software System with userbase of 11001 – 20000 – 10 marks More than 20000 learners – 20 marks 	20 marks	<ul style="list-style-type: none"> Bidder's References at Section 3C Proof of Commencement of Project: Copy of work order / contract / purchase order / letter of award issued by the client for the project. The document submitted should meet all the requirements as per the criteria and should indicate the functionality implemented for the project. Proof of Substantial Completion of Project: At least one of the following documents issued by the client for the project should be submitted as proof of substantial completion for the respective project <ul style="list-style-type: none"> Certificate of Completion from the Client, signed by authorized representative for the Client Self-certification from Authorized signatory of the Bidder along with the supporting documents issued by respective Clients substantiating completion of the project and maximum

Sl. No.	Evaluation Criteria	Maximum Marks	Documents to be submitted
			<p>concurrent users at peak demand on the system deployed.</p> <ul style="list-style-type: none"> ○ The receipt of payment(s) to the Bidder towards the project and certified by a statutory auditor.
Sub-Total		45 marks	
2. Approach and Methodology			
2.1.	<p><i>Meeting Technical Requirement Specifications (TRS):</i> The Bidder should meet 100% compliance with the Technical Requirement Specifications at Clause 6 of Section 5. Terms of Reference.</p>	15 marks	<ul style="list-style-type: none"> ● Undertaking by the Bidder on their company letterhead for 100% compliance with the Technical Requirement Specification at Clause 6 of Section 5. Terms of Reference. Each item of the TRS as per the Clause must be mentioned in the undertaking as per format in appendix J and compliance must be indicated by Yes or No.
2.2.	<p><i>Meeting Functional Requirement Specifications (FRS):</i> The Bidder should meet 100% compliance with the Functional Requirement Specifications at Clause 7 of Section 5. Terms of Reference.</p>	15 marks	<ul style="list-style-type: none"> ● Undertaking by the Bidder on their company letterhead for 100% compliance with the Functional Requirement Specification at Clause 7 of Section 5. Terms of Reference. Each item of the FRS as per the Clause must be mentioned in the undertaking as per format in appendix J and compliance must be indicated by Yes or No.
2.3.	<p><i>Approach and Methodology for Core Implementation and Roll-out:</i></p> <ul style="list-style-type: none"> ● Understanding of Client's project requirements ● Implementation Plan and Roll-out Plan ● Training Strategy & Plan ● Risk Management 	5 Marks	<ul style="list-style-type: none"> ● The Bidder shall submit a write up (up to 25 pages) on the Approach and Methodology as a part of the Technical Proposal as per format Section 3E ● The shortlisted Bidders shall make a detailed Technical Presentation on the aspects listed under this criterion to the Evaluation Committee formed by the Client. The proposed Project Manager along with key resources should be present in-person during the presentation.
2.4.	<p><i>Approach and Methodology for Maintenance and Support:</i></p> <ul style="list-style-type: none"> ● Maintenance Support Strategy and Plan ● Issue Resolution Methodology ● Risk Management 	5 marks	
2.5.	<p><i>Demonstration of Existing AI/ML based IT application</i></p> <p>The Bidder shall at their own cost, arrange for a live demonstration of their implementation of <i>Existing AI/ML based IT application</i></p>	15 marks	<ul style="list-style-type: none"> ● Demonstration of Existing AI/ML based IT application in the form of presentation detailing features and capabilities of the portal developed and any associated supporting documents to be uploaded.
Sub-Total		55 marks	
Total Marks (Maximum Possible)		100 marks	

NOTE:

1. For Projects where the Bidder has worked as a consortium member, the Bidder shall furnish documents to substantiate the role of the firm in the project. The Client reserves the right to request any further supporting documents from the selected Bidder prior to the signing of the contract
2. The Client shall be free to make enquiries from previous clients of the Bidder about the work, conduct, performance, quality of service and such other related general enquiries about the Bidders. The Bidder would have no objection to the Client making such enquiries from their existing/past clients.
3. The Bidder should provide man-month rates for different resources being deployed for Phase 2 of the project in Section 3L. The broad scope for phase 2 can be referred in the Clause 9 of Section 5. However, the lumpsum price bid for implementation of Phase 1 in Section 4 will be solely used for evaluation purposes.

Sl. No.	Section	Title	Details
21.	5.4	Minimum technical score	The Bidder must achieve a minimum of 60 marks overall for to be eligible for opening of the Financial Proposal.
22.	5.7	Ranking of the Bidders	The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price, and F is the price of the proposal under consideration The weights given to the Technical and Financial Proposal are: $T = 0.70$ (Technical), and $P = 0.30$ (Financial)
23.	6.1	Address for negotiation	Karnataka Skill Development Corporation, Kaushalya Bhavan, 3 rd Floor, Diary Circle, Bannerghatta Road, Bangalore 560 029 Email: sankalp_portal@kaushalkar.com
24.	7.2	The assignment is expected to commence on [Month, Year] at [Location] 21 days	Within 15 days of the signing of the Contract at Bengaluru
25.	8.1	Performance Security	5% of Contract value

Section 3. Technical Proposal – Standard Forms

3A. Technical Proposal Submission Form

3B. Details of the Bidder

3C. Bidder's References

3D. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client

3E. Description of the methodology and work plan for performing the assignment

3F. Team composition and task assignments (Optional)

3G. Power of Attorney of Authorised Signatory

3H. Financial Capacity of the Bidder

3I. Undertaking for Experience in Web & Software Development

3J. Undertaking on Patents, Intellectual Property Rights, Industrial Property Rights and Copyrights

3K. Original Equipment Manufacturer/Third Party Authorization to Bid

3L. Time and material costs for Scope of Work under Phase 2

3A. Technical Proposal Submission Form

[Location, Date]

FROM:

(Name of the Bidder)

TO:

Managing Director,
Karnataka Skill Development Corporation,
Kaushalya Bhavan, 3rd Floor, Diary Circle,
Bannerghatta Road, Bangalore 560 029

Dear Sir:

Subject: Proposal for “Selection of Bidder for Development, Supply, Implementation, and Maintenance of Karnataka Skill Connect Portal”

We, the undersigned, offer to provide services for the above in accordance with your Request for Proposal notified in the e-Procurement portal as e-tender No. KSDC/PUR/ITAI/CR-04/2022-23. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal on the Government of Karnataka e-Procurement portal. I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for Selection of Bidder for Development, Supply, Implementation, and Maintenance of Karnataka Skill Connect Portal.

We hereby undertake as follows:

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to the Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We certify that in the last three years, we or any of our Associate have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
4. I/we have not blacklisted / barred by the Government of Karnataka or any of its Bidders for any reasons whatsoever.
5. I/we have not been blacklisted / barred by the Central / any other State / UT Government or its Bidders for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices or for backing out from the execution of contract after an award of work.
6. I/we am/are not involved in any major litigation that may affect or compromise the delivery of service required if we were to be awarded with this work.
7. I/we have an office in Bengaluru at [insert office address] or I/we shall set up an office in Bengaluru within 3 months of the Commencement Date for the purpose of the assignment at our own cost.
8. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Client.
9. I/We do not have any conflict of interest
10. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Sub-Clause 2.7.1(d) of General Conditions of Contract in the RFP document, in respect of any tender or request for proposal issued by or any Contract entered into with the Client or any other public sector enterprise or any government, Central or State; and

Karnataka Skill Development Corporation

11. The Proposal is unconditional
12. I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Proposal Due Date specified in the RFP.
13. I/We do hereby confirm to deliver the latest versions of the software as available on the date of delivery on mutually agreed terms that addresses the requirements of KSDC pursuant to this tender document and associated technology components, software components, implementation of the system and web application, training and maintenance services, information technology infrastructure, system integration services and any associated services to KSDC at the same cost committed in the Financial Proposal.
14. I/We do hereby confirm that will ensure meet 100% compliance with the Technical Requirement Specifications at Clause 6 of Section 5. Terms of Reference.
15. I/We do hereby confirm that will ensure meet 100% compliance with the Functional Requirement Specifications at Clause 7 of Section 5. Terms of Reference.
16. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Bidder, without incurring any liability to the Bidders in accordance with Clause 7.3 (Section 7 — Award of contract) of the RFP document.
17. I, hereby submit a declaration that the tender submitted by the undersigned on behalf of the tenderer (*Name of the Bidder*) shall not be withdrawn or modified during the period of validity or extended period of validity.
18. I, on behalf of the tenderer (*Name of the Bidder*), also accept the fact that in case the tender is withdrawn or modified during the period of its validity / extended validity period or if we fail to sign the contract in case the is awarded to us or we fail to submit and Performance Security, and Additional Performance Security, if any, before the deadline fixed in the tender document, then (*Name of the Bidder*) will be debarred for participation in the tendering process of the procurements of this procurement entity for a period of **one year** from the date of default.

If negotiations are held by the client, we undertake to attend negotiations. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

Yours sincerely,

Authorised Signatory:

Name and Title of Signatory:

Name of Bidder:

Address:

3B. Details of the Bidder

(On the Letterhead of the Bidder)

Sl. No.	Particulars	Details
1.	Bidder Details	
a.	Name of Company/Firm	
b.	Country of Incorporation	
c.	Date of Incorporation and/or Commencement of Business	
d.	Brief description of Company/Firm including details of its main lines of business and proposed roles and responsibilities in this Project	
e.	Registered Office Details	Address: Contact Person: Mobile: Phone: Email: Fax:
f.	Branch/Regional Office Details	Address: Contact Person: Mobile: Phone: Email: Fax:
g.	Details of the Authorized Signatory for the Tender	Name: Designation: Address: Phone: Email:
h.	Details for individual(s) who will serve as Point of Contact	Name: Designation: Mobile: Phone: Email:
i.	Nature of Business (Public / Private Limited Company, Partnership Firm, Limited Liability Partnership, Sole Proprietorship)	
2.	Company or Firm registration details with the supporting documents either copy of the Certificate of Incorporation by the Registrar of Companies or of the Registration Certificate issued by Registrar of Firms	
3.	Undertaking for number of years of experience	Number of Years: Enclosed: [] Yes [] No
4.	PAN Card Number. Self-attested copy to be enclosed.	Number: Enclosed: [] Yes [] No
5.	GST Number. Submit self-attested copy of GST Registration Certificate	Number: Enclosed: [] Yes [] No
6.	Financial Information	

Karnataka Skill Development Corporation

			FY 2018-19	FY 2019-20	FY 2020-21
		Total Turnover of Bidder in INR Lakh			
		Turnover in INR Lakh from Information Technology Services and Information Technology enabled Services (i.e., IT Services and IteS)			
7.	Years of Experience with software development and web application development	_____ years _____ months			
8.	Enclosed Form 3A	Form Enclosed: [] Yes [] No			
9.	Enclosed Form 3B	Form Enclosed: [] Yes [] No Supporting Documents Enclosed: [] Yes [] No			
10.	Enclosed Form 3C	Form Enclosed: [] Yes [] No			
11.	Enclosed Form 3E	Form Enclosed: [] Yes [] No			
12.	Enclosed Form 3F	Form Enclosed: [] Yes [] No			
13.	Enclosed Form 3G	Form Enclosed: [] Yes [] No			
14.	Enclosed Form 3H	Form Enclosed: [] Yes [] No			
15.	Enclosed Form 3I	Form Enclosed: [] Yes [] No			
16.	Enclosed Form 3J	Form Enclosed: [] Yes [] No			
17.	Enclosed Form 3K	Form Enclosed: [] Yes [] No			

Authorised Signatory: _____

Name and Title of Signatory: _____

Bidder's Name: _____

3C. Bidder's References

Bidder should provide details of relevant services carried out in the last 5 years that best illustrate qualifications.

The Bidder shall provide a summary of their work experience with learner management system in the following format –

Sl. No.	Name of Client	Name of Project	Nature of Business / Operations of Client	Location of Project	Start Date (Month, Year)	End Date (Month, Year)	Value of Project	Number of users of IT Systems deployed at peak demand	Proof of Commencement for Project Provided (Type of Document, Date of issue of document)	Proof of Substantial Completion for Project Provided (Type of document, Date of issue of document)
1.										
2.										
3.										
4.										
5.										
6.										
7.										
8.										

Add additional rows as required.

Note:

- **Proof of Commencement for Project** may be any of the following documents issued by the Client
 - Copy of work order / contract / purchase order / letter of award issued by the client for each eligible Project. The document submitted should meet all the requirements as per the criteria.
- **Proof of Substantial Completion for Project:** At least one of the following documents issued by the client for the Project should be submitted as proof of substantial completion for the respective Project
 - Certificate of Completion from the Client, signed by authorized representative for the Client
 - Self-certification from Authorized signatory of the Bidder along with the supporting documents issued by respective Clients substantiating completion of the Project
 - The receipt of payment(s) to the Bidder towards the Project and certified by a statutory auditor.

The Bidder should provide details for each of the Projects listed above in the following format –

Sl. No.	Particulars	Details
1.	Name of Client	
2.	Name of Project	
3.	Location of Client	
4.	Nature of Business / Operations of Client	
5.	Contact Person for Client	Name: Designation: Phone: Email:
6.	Brief Description of Project	
7.	Start Date of Project	
8.	End Date of Project	
9.	Value of Project (Contract Value or Payments Received)	
10.	Narrative Description and Scope of Project	Details to be provided covering the following – <ul style="list-style-type: none"> • Scope of Project • Functional Areas of Client Business covered • Packages / Feature implemented • Version of Product implemented • Current version of product • Information about upgrade
11.	Brief Description of Results Achieved	Details to be provided covering the following – <ul style="list-style-type: none"> • KPI Measurements
12.	Key Personnel / Senior Staff involved for Project	
13.	Name and Role of Associated Bidders, if any	
14.	Proof of Commencement for Project issued by Client <i>Copy of work order / contract / purchase order / letter of award issued by the client for each eligible Project. The document submitted should meet all the requirements as per the criteria.</i>	Type of Document: Date of Issue of Document: Enclosed: [] Yes [] No
15.	Proof of Substantial Completion for Project <i>At least one of the following documents issued by the client for the Project(s) should be submitted as proof of substantial completion for the respective Project</i> <ul style="list-style-type: none"> ○ Certificate of Completion from the Client, signed by authorized representative for the Client ○ Self-certification from Authorized signatory of the Bidder along with the supporting documents issued by 	Type of Document: Date of Issue of Document: Enclosed: [] Yes [] No

Sl. No.	Particulars	Details
	<p><i>respective Clients substantiating completion of the Project</i></p> <ul style="list-style-type: none"><i>o The receipt of payment(s) to the Bidder towards the Project and certified by a statutory auditor.</i>	

Bidder's Name: _____

3D. Comments and suggestions on the Terms of Reference and on services and facilities to be provided by the Client.

On the Terms of Reference:

1.

2.

3.

4.

5.

On the Data, Services and Facilities to be provided by the Client

1.

2.

3.

4.

5.

Authorised Signatory: _____

Name and Title of Signatory: _____

Bidder's Name: _____

3E. Description of the methodology and work plan for performing the assignment.

BIDDER'S NAME: _____

The shortlisted Bidders shall make a detailed Technical Presentation on the aspects listed under the evaluation criteria for Approach and Methodology as per **Clause 5.3.2 of the Data Sheet**.

The shortlisted Bidder shall make the presentation to the Evaluation Committee formed by the Client on the notified date and time. The proposed Project Manager along with key resources should be present in-person during the presentation.

The Presentation is not required to be submitted at the time of submission of the Technical Proposal on the e-procurement portal. It must be presented to the Evaluation Committee as notified by the Client. A soft copy of the presentation and any associated supporting documents are to be submitted along with a covering letter to the Evaluation Committee at the time of Technical Presentation

3F. Team composition and task assignments (Optional)

BIDDER'S NAME: _____

Note: One resource shall be proposed for only one position, i.e., the same resource cannot be proposed for more than one position.

4. Managerial/Technical Staff

Sl. No.	Name	Position	Task
1			
2			
3			

5. Support Staff

Sl. No.	Name	Position	Task
1			
2			
3			
4			

3G. Power of Attorney of Authorised Signatory

(* To be executed on appropriate non-judicial stamp paper)

Know all men by these presents, we..... (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for Services for the proposed assignment "**Development, Supply, Implementation, and Maintenance of Karnataka Skill Connect Portal**" by the Managing Director, Karnataka Skill Development Corporation (the "Employer") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Proposal Conference and other meetings and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED IN PRINCIPLE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20..... in line with the following points

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For

.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Authorized Signatory)

3H. Financial Capacity of the Bidder

(On the letterhead of the Independent Auditor/Statutory Auditor)

Date:

We have verified the relevant records of M/s. _____ [Name of the Bidder], and certify that their annual turnover in the last 3 (three) financial years from **Information Technology Services and Information Technology enabled Services (i.e. IT Services and Its)** are as follows –

Annual Turnover			Average Annual Turnover
FY 2018-19	FY 2019-20	FY 2020-21	

Average annual turnover of the Bidder from **Information Technology Services and Information Technology enabled Services (i.e. IT Services and Its)** for FY 2018-19, FY 2019-20 and FY 2020-21 is INR _____ Crore [amount in words and figures rounded to the nearest lakh]

Name and Address of the Bidder's Bankers:

Name: _____

Address: _____

This certificate is being issued to be produced before Managing Director, Karnataka Skill Development Corporation Limited for "**Selection of Bidder for Development, Supply, Implementation, and Maintenance of Karnataka Skill Connect Portal**"

(Seal and signature of Auditor)

Name of the audit firm: _____

CA Membership Number: _____

Date: _____

3I. Undertaking for Experience in Software Development and Web Application Development

(On the Letterhead of the Bidder)

[Location, Date]

TO:

Managing Director,
Karnataka Skill Development Corporation,
Kaushalya Bhavan, 3rd Floor, Diary Circle,
Bannerghatta Road, Bangalore 560 029

Dear Sir,

Subject: Proposal for “Selection of Bidder for Development, Supply, Implementation, and Maintenance of Karnataka Skill Connect Portal” – Undertaking regarding experience in software development and web application development

I/we do hereby undertake that M/s _____ [Name of Bidder] has/have at least 5 years of experience as on 01 April 2022 in the business of software development and web application development. We have a total ____ years ____ months of experience in software development and web application development. We have experience in providing the following software development and web application development services to our clients –

[Kindly mention the type of software development and web application development services provided by the Bidder]

Please find enclosed a copy of one work order / contract / purchase order / letter of award / completion certificate / performance certificate issued by a client for software development and web application development services for a client for each year of experience claimed –

Sl. No.	Year	Name of Client	Name of Assignment	Location of Assignment	Supporting Document Enclosed
1.	2021				Yes / No
2.	2020				Yes / No
3.	2019				Yes / No
4.	2018				Yes / No
5.	2017				Yes / No
6.	2016				Yes / No

Yours sincerely,

Authorised Signatory:

Name and Title of Signatory:

Name of Bidder:

3J. Undertaking on Patents, Intellectual Property Rights, Industrial Property Rights and Copyrights

(On the Letterhead of the Bidder)

[Location, Date]

TO:

Managing Director,
Karnataka Skill Development Corporation,
Kaushalya Bhavan, 3rd Floor, Dairy Circle,
Bannerghatta Road, Bangalore 560 029

Dear Sir,

Subject: Proposal for “Selection of Bidder for Development, Supply, Implementation, and Maintenance of Karnataka Skill Connect Portal” – Undertaking on Patent Rights and Copyright during Supply, Implementation, and Maintenance of Karnataka Skill Connect Portal”

I/We do hereby undertake that none of the deliverables proposed to be provided by M/s _____ [Name of Bidder] under this assignment is infringing on any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence.

I/We also confirm that there shall be no infringement of any patent and /or intellectual property rights and/or industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence, in respect of the equipment, systems or any part thereof to be supplied by us.

I/We shall indemnify KSDC against all costs / claims / legal claims / liabilities arising from third party claim in this regard at any time on account of the infringement or unauthorized use of patent and/or intellectual property rights and/or industrial property rights of any such parties, whether such claims arise in respect of manufacture or use. Without prejudice to the aforesaid indemnity, we shall be responsible for the completion of the supplies of the software / applications including upgrades as and when they are made available and uninterrupted use of the software solution and / or system or any part thereof to KSDC and persons authorized by KSDC, irrespective of the fact of claims of infringement of any or all the rights mentioned above.

If at a later date it is found that the software or solution in whole or in part does infringe on patent rights and/or intellectual property rights and/or industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence, M/s _____ [Name of Bidder] absolves KSDC of any legal action and KSDC will have the right to claim damages under applicable laws.

Yours sincerely,

Authorised Signatory:

Name and Title of Signatory:

Name of Bidder:

Company Seal:

Date:

Place:

3K. Original Equipment Manufacturer/Third Party Authorization to Bid

(On the Letterhead of the Original Equipment Manufacturer/Third party)

[Location, Date]

TO:

Managing Director,
Karnataka Skill Development Corporation,
Kaushalya Bhavan, 3rd Floor, Diary Circle,
Bannerghatta Road, Bangalore 560 029

Dear Sir,

Subject: Proposal for “Selection of Bidder for Development, Supply, Implementation, and Maintenance of Karnataka Skill Connect Portal” – Authorization of OEM/Third Party for M/s _____ [name of Bidder] to provide services based on our product(s)

This is to certify that I/We M/s _____ [name of OEM/Third Party] am/are the Original Equipment Manufacturer (OEM) /Third Party in respect of the products listed below. I/We confirm that M/s _____ [name of Bidder] (Bidder) is a certified partner to provide implementation services of our products and solutions and have due authorization from us to provide services to KSDC that are based on our product(s) listed below as per *RFP for Selection of Bidder for Development, Supply, Implementation, and Maintenance of Karnataka Skill Connect Portal* (RFP No. KSDC/PUR/ITA/CR-04/2022-23, dated 18 May, 2022).

Sl. No.	Product Name	Version
1		
2		

We further endorse the warranty, technical support and licensing terms provided by M/s _____ [name of Bidder] to KSDC under the above-mentioned RFP.

Yours sincerely,

For and on behalf of _____ [name of OEM/Third Party]:

Authorised Signature:

Name of Signatory:

Designation of Signatory:

Company Seal:

Date:

Place:

3L. Time and material costs for Scope of Work under Phase 2

(On the Letterhead of the Bidder)

[Location, Date]

TO:
Managing Director,
Karnataka Skill Development Corporation,
Kaushalya Bhavan, 3rd Floor, Diary Circle,
Bannerghatta Road, Bangalore 560 029

Dear Sir,

The Man-month rate per month for phase 2 of the “Development, Supply, Implementation, and Maintenance of Karnataka Skill Connect Portal” (RFP No. KSDC/PUR/ITAI/CR-04/2022-23, dated 18 May, 2022) shall be as follows –

S No.	Designation (Role) Description	Minimum Experience (Year)	Minimum Qualification	Man-Month rate payable by KSDC (Rs. Per person per month)

The above-mentioned Man-month rate shall be payable by the KSDC to M/s _____ [Name of Bidder] for providing the services under the assignment for RFP for Selection of Bidder for Development, Supply, Implementation, and Maintenance of Karnataka Skill Connect Portal for phase 2

We understand that the Client reserves the right to negotiate the estimated Financial Proposal for the services as a whole or for individual sub-components of the services as specified in Clause 9 of Section 5.

We undertake that our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e., [Date].

We undertake that, in competing for (and, if the award 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 you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Bidder/Firm:

Address:

Date:

Place:

Section 4. Financial Proposal – Standard Form

Financial Proposal submission form

Note: Bidder should lumpsum cost in the e-procurement portal for the duration of the entire contract period, including any extensions granted by the Client.

TO: [Location, Date]

Managing Director,
Karnataka Skill Development Corporation,
Kaushalya Bhavan, 3rd Floor, Diary Circle,
Bannerghatta Road, Bangalore 560 029

Dear Sir/Madam

Subject: Tender for Selection of Bidder for Development, Supply, Implementation, and Maintenance of Karnataka Skill Connect Portal

We, the undersigned, offer to provide Services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for a consolidated sum of INR _____ (Rupees _____) [Amount in figures and words], inclusive of all taxes.

We understand that the Client reserves the right to negotiate the Financial Proposal for the services as a whole or for individual sub-components of the services as specified in the Data Sheet.

We undertake that our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e., [Date].

We undertake that, in competing for (and, if the award 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 you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Bidder/Firm:

Address:

Section 5. Terms of Reference

1. Introduction

Karnataka Skill Development Corporation Limited (**KSDC**), an undertaking of the Government of Karnataka hosts the skills portal <https://www.kaushalkar.com/> under Skill Development Entrepreneurship and Livelihood (SDEL) department. SDEL's mission is to have an institutional mechanism and implementation framework that ensures an effective convergence. The skills connect portal (<https://skillconnect.kaushalkar.com>) is part of KSDC and manages the skills initiative. The programs and schemes of different line departments of the Government of Karnataka, Government of India, Industry sector, skill councils, Civil society and bilateral/multilateral Bidders and other organizations will be converged at the implementation level for achieving the policy goal and ensure the best services to the primary stakeholders.

Karnataka Digital Economy Mission (**KDEM**), is a Section 8 not-for-profit company, promoted by Government of Karnataka in association with NASSCOM, IESA and ASSOCHAM. It is led by Industry anchors with a core objective of '**By the industry and for the industry**'. KDEM acts as knowledge bridge between the Government of Karnataka and industry to accelerate the growth and investments in Digital economy by increasing its executing capability of the policies implementation.

KDEM will support KSDC in providing advisory and program management services to successful implementation of Karnataka Skill Connect Portal. KDEM will also monitor and review the progress of the portal development phase wise. KDEM acts as Knowledge Partner to KSDC in bringing industry participation to enhance the portal engagement effectively.

KDEM will act as an industry guide to KSDC, bringing in technology, best practices, process-based support for meeting the objectives of skilling programs in the state of Karnataka while providing industry with access to skilled and trained manpower. Towards this overall objective, KDEM will support KSDC in implementation and day-to-day management of the Karnataka Skill Connect portal. KSDC and KDEM will jointly work towards increasing employability and ensuring relevance of skill training programs to industry requirements.

Karnataka Skill Connect Portal – Mission

Karnataka Skill Development Corporation has a Vision of "**Jobs for All**" to provide skilled talent to industry by training them and enhancing their skills.

Towards that end, the Karnataka Skill Connect portal is envisaged a single digital platform to bring together academic institutions, recognized and empanelled skilling Bidders, candidates seeking employment based on their skill sets and also employers seeking trained and skilled employees as part of their workforce.

The single Nodal portal will provide a unified, integrated platform for addressing all aspects of the skilling life cycle as well as connect jobs to candidates, skills to opportunities and learning and development to available career paths at scale.

Among other things, the focus of the portal would be to support educational institutions to enable their students access to jobs. The portal will allow students to identify their skill gaps, enrol for training programs delivered by certified training providers and use the certifications obtained to apply for jobs available on the portal.



Figure 1: Skills Connect, the big picture

As illustrated in Figure 1, highlighted features are being redesigned in Phase 1. The scope of this RFP covers Phase 1.

Scope of Phase 1: To meet SDEL's mission, the existing skills portal needs to be developed the following are modules/components which for this initiative is being called as '**Skills Assistant**' which will extensively use AI/ML techniques to enhance user experience.

- A rich user experience homepage leading to existing functionalities with new redesign, navigation of current functionality. Redesign the current user interface.
- New: Career guidance, skilling and options – recommendations based on a candidate's profile available in kaushalkar.com database with a single click.
- New Feature: Currently available job opportunities – based on candidate's profile and experience based on available data in the database with a single click.
- New: Context based chatbot – which accounts for candidates' profile, prior career aspiration, intent in a given chatbot session and provide answers using NLP.
- New: Context based chatbot – for employers, hiring Bidder on available candidates, profiles who meet certain qualifying criteria provided through natural language search.
- An AI/ML framework which is extensible and personalized to all aspects of Skills portals (e.g: FAQs, documentation, links, processes, information).
- A RESTful API framework (services, persons, entities) needs to be defined for engagement with skill partners, skill assessors, employers, universities, govt. Bidders as 3rd party service providers.

The above (New) features need to be supported in a user experience rich manner, without candidates being made to manually search through numerous filtering options. Instead, based on **AI/ML techniques**, the system should present the candidate with available options based on a training data set in a way, the results are accurate and empowers candidates to use the system as their career progresses.

2. Objectives

The broad objective of this initiative includes –

- Increase the level of engagement between candidates, employers, and skill partners in terms of better engagement in a very objective manner through the skills portal.
- Redesign the home page, user experience of Skills Connect portal with links to existing features. Develop new AI/ML based features and integrate it into the portal.
- Help candidates who have graduated or about to graduate in identifying the employment opportunities and the desired skills in being able to be job ready for such opportunities.
- Enhance User experience of using the skills portal in a very intuitive, interesting ways.
- Framework should support automation, improvement of accuracy and reliability of match results with changing demands, industry landscape.

- Provide administration controls to easily re-train and re-configure data sets and as many times necessary with measures of accuracy, reliability with randomized test data sets.
- Provide role-based administration access for KSDC empanelled training partners, to list skilling/training programs with attributes like qualifying criteria (to participate), registration link, method of delivery, training dates, outcome of certifications (if any), etc.
- Provide administration access for KSDC permitted employers to register new open job descriptions, manage open job descriptions with necessary skill/experience attributes
- Provide administration access for KSDC permitted universities to register and enlist their programs, expertise, special initiatives for the benefit of both employers and candidates seeking formal education and other academic pursuits.
- Candidates should be able to register/un-register to skilling programs and complete the same in a given time frame.
- The skills Assistant helps candidates track their skill registration and intent to acquire certain skills as they visit the skills connect portal and update their profile when skills have been acquired or un-register the same if no longer in the skills path (change of interest, career etc.). The registration, completion, un-registration are tracked as part of skills life cycle management.
- Provide role-based administration access for employers for open positions based on skills, certification, location and other attributes.
- Provide different government Bidders to register special drives, programs, events, campaigns for the benefit of all stakeholders.
- Provide reliable data to employers in terms of skill readiness of candidates and their employability.
- Improve currency of data by being a valuable resource encouraging updates by candidates, employers and skill trainers.
- Provide mechanisms to capture gaps in obtained results vs expected results when different users participate in intelligent searches. Leverage such feedback to improve accuracy and reliability.

3. Broad Scope of Services

KSDC (the “**Client**”) shall select an Bidder (the “**Bidder**”) having requisite technical competency and experience for the RFP for Selection of Bidder for Development, Supply, Implementation, and Maintenance of **Karnataka Skill Connect Portal (This Service) also called as Skills Assistant** features. The selected Bidder by will have to provide the services to develop and implement of Skills Assistant. The system should not only enhance the user experience in using the Skills portal, but also enable KSDC in effectively engaging candidates, employers, Institutions, trainers and Bidders.

The broad scope of services for the Bidder is as follows –

- Change the overall user experience of candidates, employers, skill trainers in using Skills connect portal.
- A System architecture with design and technology choices for implementation with integration definitions of various 3rd party services need to be prepared, reviewed and baselined. The system architecture should be extensible across future phases of development and not limited to Phase 1. 3rd party services includes skills assessment, training, certification, etc.
- Development and implementation of AI/ML based services using existing data sets
- Develop additional data to form initial training data sets through survey, feedback and other mechanisms.
- A framework for administrators to train, re-train AI/ML with randomized data sets and measure accuracy needs to be made available.
- Use Natural Language Processing (NLP) based input techniques rather than form/filters to determine user intent, context and accordingly provide relevant results.

- Integrate the module with the existing Skills connect portal (Single Sign-on) in being able to use Skills Assistant in a useful and meaningful manner.
- Dashboards, reports need to be developed to provide quantitatively measure effectiveness of the portal.
- Implement a process of capturing performance gaps in the Skills Assistant and a mechanism to continuously improve accuracy and reliability of the Skills Assistant (by re-training AI/ML model).
- An Android only App for candidates for accessing the skill assistant with select features of viewing self-profile, updating profile and receiving notification/alerts. Rich experience is through the Skills connect portal.
- REST APIs need to be developed for integration with authorized Skill partners, trainers, assessors to update candidate profiles with certification, assessment, training completion records.

4. Scope of Services

4.1. Development & Implementation of Skills Assistant

The Bidder will have to carry out Development & Customization of Skills Assistant as per the overall architecture design approved by KSDC. The design must be scalable and integrate with existing application/login interface for single-sign on.

The detailed design and working of the system on component level must be submitted as part of technical bid during the Technical Presentation stage.

At the time of production deployment release, appropriate quality measurements/reports, user acceptance testing activities need to be performed to KSDC personnel satisfaction.

4.1.1. Existing Application

The details of the existing application are as follows –

Application Name	Skill Connect Portal
Type of Application	Employee and Employer to Brigid flat-form
Name of Bidder	KSDC Skill Development Entrepreneurship and Livelihood (SDEL)
Technology Used	Framework: PHP/LARAVELL Database: MY SQL Server OS: CentOS 7 [Amazon Web Services Server] Hosting framework: Open Source

4.1.2. The Skills Assistant must have the following features/Modules:

- A reactive front end (compatible with any device using a browser) which is accessible through Skills portal and links.
- A generalized AI/ML framework to train different modules to yield appropriate results based on context, personalization which is extensible, but implemented for certain known features.
- A back-end administration module which enables training/re-training based on randomized data sets with accuracy predictor measurements.
- Chatbot and similar interfaces to enable Skills Assistant query/response functionalities.
- A set of online forms which can be used to generate different registration and other data management activities for all interacting stakeholders (University, Employer, Trainer).
- An audit log table and administrative access for analysis of usage of Skills Assistant.
- A Dashboard identifying key performance indicators for a given time/date range including candidate registrations, job opportunities, training modules. Depending on available data points, the dashboard design needs to be reviewed and signed off before its development.

4.2. Support and Management of services

The implemented and delivered features should be maintained with predefined set of Key Performance Indicators and minimum agreed upon Service Level Agreement definitions. Escalation matrix and support procedures in case of service disruptions need to be defined and maintained.

4.3. Training

Administrators of the solution (for re-training AI/ML, analysis of data logs, activity logs) need to be trained to track and perform any self-help activities. Appropriate documentation needs to be provided for upkeeping and operational aspects of the portal.

4.4. Time Schedule

Phase 1 of the project shall be targeted to be completed approximately within 90 calendar days from the issue of work order and Agreement. Activity wise, a time chart would be prepared and provided with. Phase 2 will include a separate set of requirements for which the broad scope is been defined in Clause 9 of Section 5. for which man-month rates for different resources being deployed need to be separately estimate and submitted by the bidder, this will be approved by KSDC based on norms defined. However, the lumpsum price bid for implementation of Phase 1 in Section 4 will be solely used for evaluation purposes.

4.5. Identification of license Services

The Bidder needs to identify and recommend licenses for implementing cloud, web—hosting, database and implementing AI/ML modules. Indicative configuration/size license types and corresponding costs need to be provided in the RFP.

5. Technical Requirement Specifications

In this section, if the compliance answer is 'N', or there is an alternate proposal to meet stated requirements, Bidder is required to provide additional explanation on why it is not required or not compliant and suggested alternate methods to meet stated requirement(s).

5.1. Scalability

S. No.	Requirement description	Compliance (Y/N)
1	The system must be able to be able to handle 1000 concurrent users. Peak loads should be calibrated and in case infrastructure needs to be scaled to handle additional load, it should be able to manage with only configuration changes and no change to application logic, or coding and re-deployments.	
2	The system must be designed such that user experience and responses do not take exponentially longer in relation to increases in users, database size, transactions.	

5.2. System Recovery/Business Continuity Planning

S No.	Requirement description	Compliance (Y/N)
1	Processes must be in place to allow for recovery in case of disaster recovery of hardware and cold restarts of servers. Procedure to restart services and restore them to optimal conditions need to be defined.	

S No.	Requirement description	Compliance (Y/N)
2	<p>The following must be documented:</p> <ul style="list-style-type: none"> Disaster Recovery Plan, identifying the operations involved in disaster recovery and the dependencies between these operations; Disaster Recovery Procedures, providing step-by-step instructions for the operations identified in the Disaster Recovery Plan. Disaster Recovery Test Plan, identifying the steps and resources required to carry out a Disaster Recovery test to validate the Disaster Recovery Plan and Procedures. 	
3	<p>In the event of a major incident or disaster, full disaster recovery facilities must be provided to allow the system to be made available within 24 hours for almost all the services with the assumption, that rest of the portal is up and running.</p>	
4	<p>Faults must be fixed, and estimates of fix times provided, with prior Priority definitions and timelines (Recommendation):</p> <ul style="list-style-type: none"> Priority 1: 15 minutes to acknowledge and act, Fix or escalate within 1 hour Priority 2: 15 Minutes to acknowledge and act, Fix or escalate within 2 hours Priority 3: 1 hour to acknowledge and act, Fix or escalate within 24 hours 	
5	<p>An escalation matrix, procedures and processes must also be defined to ensure that KSDC can escalate unresolved faults when necessary.</p> <ul style="list-style-type: none"> A named administrative contact, responsible for day-to-day communication of fault and status information A single telephone number for communication of urgent faults and issues A single electronic mail address for communication of faults and related information 	

5.3. Software Release Control

S No.	Requirement description	Compliance (Y/N)
1	<p>Software/System release, deployment procedures, versioning, recall mechanisms need to be defined.</p>	
2	<p>Release notes for all full software deliveries/system release should include the following additional items:</p> <ul style="list-style-type: none"> All known outstanding faults in the delivery, identified by the fault reference code and including all work-rounds (if any). All software items, with versions, required to successfully operate the delivered software. A successfully built executable from the delivered source code. Reference to the hardware configuration required to successfully operate the delivered software. Pre-requisite software requirements (if any). 	

S No.	Requirement description	Compliance (Y/N)
	<ul style="list-style-type: none"> Dependencies on versions of interfacing components. 	
3	The vendor/Bidder must be able to roll back changes to last known working configuration in case of failure in application of operating or application software upgrades, patches, releases etc.	
4	The management of all faults prior to delivery of the System is the responsibility of the Vendor/Bidder.	
5	Bidder will hand over an appropriately tested application deliverable for user acceptance testing before production release	
6	If required the Bidder will liaise with Software Control & Distribution of the Client who have access to the deployed system for maintenance/upgrades, as per policy.	
7	<p>Following completion of the supplier's internal testing, the system or sub-systems must undergo testing as per TSG's "Testing Stages and Types" document as follows:</p> <ul style="list-style-type: none"> User Acceptance Testing – Executed by KSDC (users). Delivery verification – Executed by KSDC (Release Management, Service Delivery and Users). Production Trials – Executed by KSDC (Users and Service Delivery). 	
8	The initial full software delivery must include all information required to successfully configure and tune the testing System such that it will meet its specifications.	
9	Release Note and supporting Configuration Item List deliverables must adhere to the Software Control and Distribution's standards. Release plan should refer to the specific standard being implemented.	

5.4. Documentation and Configuration Management

S No.	Requirement description	Compliance (Y/N)
1	Released code must be held under central configuration control	
2	Architecture and Design documentation should validated and signed off by KSDC for all major versions of changes and updates.	
3	All documentation shall be delivered both in hard copy and in Microsoft Excel / Microsoft Word 2013 (or above) format soft copy.	
4	<p>Review of results (whether from review meetings, test documentation before release or otherwise) must be recorded in a standard form, including at a minimum:</p> <ul style="list-style-type: none"> An identifier for each comment; An identifier for the affected section of the document; The text of the comment; 	

S No.	Requirement description	Compliance (Y/N)
	<ul style="list-style-type: none"> The severity of the comment; The agreed action; The date on which the action is completed. 	

5.5. Performance & Response Times

S No.	Requirement description	Compliance (Y/N)
1	<p>Response time from the system should not be such that it is overly noticeable and affects the user's ability to perform their tasks efficiently. This will be governed by service level agreement.</p> <p>System response times must be evaluated at normal loading conditions, with a fully populated database and shall exclude the impact of network delays.</p>	
2	The System must be capable of handling and if necessary generating exception alerts for all interfaces	
3	95% of user operations that do not require data to be retrieved over the network, must be perceived as instantaneous (< 3 seconds). Most of these transactions must complete in less than 1 second. If there are longer duration jobs which need to work as a back-end jobs, which provide results to user as a report or link to a prepared document, such category of operations need to be identified and marked under 'asynchronous report generation'.	
4	The System must provide a screen response for each simple operation (viewing and updating data on a single table or data store within the System) not exceeding 1 second	
5	The System must provide a screen response for each complex operation (one that accesses several tables or data stores within the System) of not more than 3 seconds. Responses that involve interactions outside of KSDC will be required to respond in less than 3 seconds for the KSDC elements plus the time taken to respond by the external system (3 rd party interfaces).	

5.6. Audit Trail

S No.	Requirement description	Compliance (Y/N)
1	<p>Data trail records must include (where applicable):</p> <ul style="list-style-type: none"> The identity of the user. System time and date. Details of the transaction/event/user action. Copies of new and old values where data has been changed. 	

S No.	Requirement description	Compliance (Y/N)
	<i>Note: Subject to package capabilities.</i>	
2	The System must keep records (of user ID and time) of all user actions and administrator actions including (but not limited to): <ul style="list-style-type: none"> • Successful logs-ons to the system. • Successful log-offs from the system. • Failed log-ons. • Security breach attempts, where actions for which the user is not authorised are attempted. 	
3	It must be possible to retrieve and access archived data within 24 hours.	
4	The following metrics must be gathered daily and made available to support staff via a daily metrics report/ dashboard: <ul style="list-style-type: none"> • Daily transaction counts by type. • Daily counts of exceptions raised, by origin, type and severity. • Execution times of daily batch jobs, if any. 	
5	A log of all online creation, updates and deletions of Candidate data history at database level will record: <ul style="list-style-type: none"> • Date and time the change was made. • ID of the user making the update. • For updates – “changed from” and “changed to”. • For creations & deletions – data created or deleted. Entries in the log will be maintained for a period of at least 12 months and it will be possible to output log details.	
6	Auditing records must be available for online analysis for at least 90 days	

5.7. Service Availability

S. No.	Requirement description	Compliance (Y/N)
1	The system must support a minimum 100,000 named users and 1000 concurrent users. It is expected that the concurrent Web usage will grow significantly in the future. <i>Note: These numbers are indicative and may change.</i>	
2	Any Batch processes likely to impact the system must be agreed with the business and batches are to be executed without impacting online active user experience.	
3	The services must be available as follows: <ul style="list-style-type: none"> • Web portal (Online service delivery portal) <ul style="list-style-type: none"> • Hours of coverage 24 by 365/366 • Availability 99.9% The uptime for Web portal, and business support systems is expected to be available for 99.9% as per tier 3 Data Center Service Availability standard.	

S. No.	Requirement description	Compliance (Y/N)
4	Suitable batch job scheduling tools must be provided that enforce any dependencies between jobs and generate error messages when jobs cannot be run or cannot complete	
5	The System should continue to operate if one or more of its interfacing systems is fully or partially unavailable – with restrictions in functionality limited to the services that are unavailable and with no significant restrictions in performance.	
6	Documentation should be prepared that specifies the restrictions imposed on the System's functionality and performance in the event of failure of each interfacing system. The impact of partial failures should also be described.	
7	Heartbeat functionality should be implemented to identify the availability of services and applications (similar to cloud monitoring service by Datadog).	

5.8. Security

S. No.	Requirement description	Compliance (Y/N)
1	Fully documented processes must be developed that specifies security procedures to address the following topics: <ul style="list-style-type: none"> • Server account configuration and administration (to support application accounts, support accounts, operator accounts). • User account and user role configuration and administration. • Database account configuration and administration. • Configuration and administration of accounts on interfacing systems. 	
2	All application software packages will provide system administration capability, for use by KSDC as required	
3	The Administrator functions should be restricted to specific levels of user authority and within that structure there may be different levels of authority.	
4	It will be possible to set up and maintain authorisation/security profiles based upon individual user and groups of users. Users will be identified by their names, employee IDs, or logon. Groups may be defined by skill set, grading, team, site, business or defined by system administrators. These profiles will define permissions to perform specified activities. These permissions must be amendable (with such amendment, together with user profile maintenance, being restricted to authorised Administrators).	
5	User access will be via use of logon ID and password.	
6	Passwords will conform to the KSDC Information Security password policy (and include such features as non-display of passwords on screens, forced changes after a set period, locking out on incorrect use of password after parameter driven number of attempts, password reset/retrieval mechanisms).	
7	Data items must only be updateable by one user at a time to avoid data losses. However, multiple policy views should be permitted. Once policy	

S. No.	Requirement description	Compliance (Y/N)
	record becomes free for access then user(s) who have attempted access should be informed.	
8	Before going live, the application should be audited by an Bidder empanelled by CERT-In for Conducting Security Audit an due certificate should be obtained.	

5.9. Back-up Requirements

S. No.	Requirement description	Compliance (Y/N)
1	The System must be able to be scheduled to perform backups at any interval defined by the Business Continuity plan. Main backup is expected during non-business hours and data retention must cover a period of 1 year	
2	The System must include provision, both within its hardware specification and within its batch schedule, for daily weekly, monthly, year-end, other date driven and ad-hoc jobs, including backup of all on-line data and application files	
3	Software must support all major backup utilities. Integration with the backup is the strategic solution if the hardware is to be located at the cloud environment	

5.10. Service Delivery (Support) Requirements

S. No.	Requirement description	Compliance (Y/N)
1	Procedures and processes required to support the live operations of the system must be described in: <ul style="list-style-type: none"> • Application maintenance documentation. • Change management procedures, • Problem management procedures. • Software maintenance documentation. • Hardware maintenance documentation. • Work instructions, help screens and scripts for IT Operations, first-line and second-line support. 	
2	Vendor must provision a dashboard to visually represent the operational status of the systems, applications and network and communication lines	
3	Alerting of system errors (fatal and non-fatal) will be handled through an approved open source tool	
4	The following minimum information shall be available from the full exception details following a system error: <ul style="list-style-type: none"> • Date and time of the exception and exception code/number. • The type of exception which occurred and its severity level (Fatal 	

S. No.	Requirement description	Compliance (Y/N)
	<p>Error, Error, Warning or Informational).</p> <ul style="list-style-type: none"> • Meaningful message text (with the same text being used for every exception of the same type) including the module within which the exception occurred. • Separate arbitrary exception text – typically the text passed as a comment within the alert. • Exception text and messages received from any external sources (applications, systems). • The user whose activity caused the exception to be raised. • Sufficient information to identify the data associated with the exception, if applicable (primary data name(s) and key(s)). • Sufficient information to identify the code position within the software at which the exception was generated. 	
4	There will be an on-line fault and error notification system which identifies systems faults and downtime. This will pass details of error messages directly to the operations team to assist with fault diagnosis.	
5	When an exception that has been reported to the appropriate fault management system is subsequently cleared, the System should automatically clear the exception via an 'all clear' message back to the fault management system.	
6	The production hardware should support secure remote access for the purpose of off-site maintenance through VPN or secured other remote access tools	
7	Application maintenance support is required 07.00 to 19.00 Sunday to Thursday with on-call support during the weekend	

5.11. Application

S. No.	Requirement description	Compliance (Y/N)
1	<p>The security platform should include the following:</p> <ul style="list-style-type: none"> • Single sign-on (SSO) • Role based access mechanism for network users • Maximum strength encryption of traffic utilising public networks • Content vectoring of all incoming and outgoing emails • Virus and anti-malware protection should be modular and regularly updated for maximum protection • Host and network based intrusion detection software • Database encryption 	
2	Solution must be based on open standards and cannot add cost based on user base	
3	The database should be a Cloud Compatible RDMS Platform.	
4	The image file format should be based on common standard for image storage and should be compatible with components of the proposed solution, e.g., Workflow. The preferred image file format is Tagged	

S. No.	Requirement description	Compliance (Y/N)
	Image File Format (TIFF) for legal requirements and JPEG for non-legal. (switchable on demand)	

5.12. Environments

S. No.	Requirement description	Compliance (Y/N)
1.	The solution must be reactive and work on all devices	
2.	A training environment will be available which will: <ul style="list-style-type: none"> • Mirror the live and pre-release system functionality. • Be available from a number of locations with users accessing different sections of the training system at the same time. • Be able to copy a selection of live records to the training system/database. 	
3.	All testing must be recorded for future use. Testing should cover the following: All software and operating components before handover to the operations team	
4.	The Bidder must define the minimum hardware and software configuration requirements for a system testing environment, separate from the testing environments, based on the following service requirement: <ul style="list-style-type: none"> • 1,000 concurrent users • Online response times as per production service • 98.4% online availability 	
5.	The Bidder shall define minimum hardware and software requirements to support the following testing environments: <ul style="list-style-type: none"> • One functional testing environment. • One non-functional testing environment. The testing environments must be accessible from a number of locations. These test environments must: <ul style="list-style-type: none"> • Mirror the live system functionality • Be available from a number of locations with users accessing different sections of the testing system at the same time. • Be able to copy a selection of live records to both the testing system/database, including a parameter driven policy download facility from live to development with the ability to manipulate fields as well as delete or add records. • Allow such records to be amended and allow new records to be entered directly. • Have an automated test data creation tool minimising manual keying/intervention with ability to download test data to CD for retention/audit purposes. The ability to reconstitute the data with the appropriate labelling/addressing will also be required. 	

S. No.	Requirement description	Compliance (Y/N)
	<ul style="list-style-type: none"> Allow dates to be rolled forwards and backwards. Allow different segments/products/topics to be used concurrently. Allow the ability to update the UAT database with all system changes prior to release in live. Allow the re-refresh and recovery of data so that the UAT environment can be put back to a known starting point for subsequent testing sessions Have a live/development comparison tool for set processes such as new business, adjustments and renewals with the ability to flex dates together with a 'volume control' for each process. Have the ability to direct printing to a specific point. E.g., print locally. 	
6.	The System must use data locking (or similar techniques) during database update and also check that no conflicting processes are running.	
7.	The System must make provision for, and enable compliance with regulatory requirements, if any.	
8.	The System must be compliant with all legal requirements applicable to Karnataka, India	
9.	The System must be capable of displaying and printing, and will incorporate in all relevant screen layouts, all symbols and codes adopted by KSDC.	
10.	Operational and business data pertaining to the regular and non-regular operations are to be maintained under the definition of a local jurisdiction.	
11.	Data privacy standards should be maintained with personnel and ensure developers do not make unauthorized copies of data during development. In such cases of development copies of data are made key user information needs to be scrambled (name, email, address, phone number etc.)	

6. Functional Requirement Specifications

6.1. Skills Assistant application

S. No.	Requirement Description
1.	The skills portal user front end needs to be reactive so that it is compatible with multiple device types.
2.	When the user is a candidate, skill path recommendations and results should take into context user's profile and personal attributes as recorded in the database of skill connect portal to drive query results.
3.	When the user is a candidate, job opportunities results should take into context user's profile, career aspirations based on available information and context. The results

S. No.	Requirement Description
	displayed should record relevance scores based on personalization.
4.	Query based interactions with Skills Assistant is natural language based (NLP).
5.	The system should capture gaps in unanswered questions or interactions which did not lead to satisfying results in the audit trail for remedy, better training of AI/ML model for future correctness in terms of accuracy, relevance of response.
6.	Administration personnel should have capability to re-train (AI/ML) the model based on new training data sets as and when needed.
7.	Appropriate Administration, Auditing interface to inspect logs, usage, exceptions and other patterns.
8.	Administration capability to add, modify existing data with corresponding change logs to enable new training, skill updates, new career paths, job mappings – either individually or in bulk.
9.	Ability for Administration to add/modify/extend Chatbot responses based on missing intent or modified intents based on keywords, phrases.
10.	When a candidate's profile/skills are updated, future up-skilling options change taking into account updated profile/skills.
11.	A candidate looking for future job opportunities is provided choices both in current career progression as well as alternate/horizontal career pathways.
12.	Front end provides mechanisms to capture user feedback on their interaction which leads to both satisfactory as well as unsatisfactory experiences with auto-capture of data/metrics/context for further manual analysis based on audit logs.
13.	When system restarts/reboots, previously trained model is automatically reloaded on resumption of service, with logs recording
14.	Secure Web interface for administration.
15.	Disaster Management strategy / Document and Image storage with cloud-based data backup
16.	The solution should effectively address all steps of data management and must follow the best practices
17.	Solution must support automated and live back up to offsite location supported by the software to ensure proper level of redundancy, migration and switch over capabilities as part of system design.
18.	Candidate skills, certifications part of candidate profile can be accessed by authorized accounts. Other than candidate, administrator access can modify records including certifications, training completions. Changes to the profile (skills acquired, registration, completion, certification) are tracked and change history is maintained for audit and reference purposes. These transactions are performed using REST APIs provided for such purposes to authorized accounts. Such updates are maintained in an audit trail.
19.	Candidates register/unregister/complete skilling programs as offered by skill partners using the skill assistant.
20.	Empanelled skill providers are able to add/update training, skill programs with

S. No.	Requirement Description
	necessary attributes of such programs (title, description, availability, pre-requisites, mode of training, cost, links for registration, dates etc.)
21.	On completion of skill training, either skill trainers can update candidate profiles with completion certificates or candidates themselves upload artifacts/certificates denoting completion and mark skill completions. Audit trails will capture date/time of such changes along with actor details as to who caused the change of such records.
22.	Registered employers are able to create job descriptions(JD) which are open for filling.
23.	Registered employers can modify posted JD as the status changes or requirements change.
24.	When Employers create a JD, a validation mechanism will let them know how many existing candidates match their requirement and qualify to apply.
25.	Universities and Bidders can create their own events and programs with descriptions, dates and other details which link to their website or other detail pages.
26.	The events and program other than being listed and available on demand (by query) can also be validated by matching skill, career interests of candidates.
27.	Trainers and Candidates can upload certificates marked with unique certificate IDs and attach it to specific candidate profiles (with an audit trail record).
28.	Dashboards are required to display activities like candidate count, available training program, certifications, job postings. The complete dashboard with filters is accessible to authorized personnel including employers, institute, and trainers. Generic daily data extracts from the dashboards are cached and displayed in the home page as well. A dashboard design needs to be provided first and implemented after its approval.
29.	A Reports module is required to support generation of customized reports for the benefit of employers, institutes, trainers, and Bidders. For Phase 1, these will be limited to 10 such reports. The reports are downloadable and will have filtering capabilities by date ranges and will be restricted to their own data unless they are generated by administrators which consolidates data across all stakeholders. The report designs (based on available data) will need to be finalized, approved before their implementation.

7. Service Level Agreement (SLA)

7.1. Purpose of SLA

The purpose of this SLA is to clearly define the levels of service to be provided by the Bidder for the duration of this contract or until this SLA has been amended. The benefits of this SLA are to:

- Make explicit the performance related expectations on client's requirements from the Bidder.
- Assist the client to control levels and performance of services provided by the Bidder.
- Trigger a process that applies client and the Bidder's management attention to aspects of performance that drop below an agreed upon threshold, or target.

SLA is between the Bidder and the Client.

7.2. Duration of SLA

This Service Level Agreement would be valid for entire period of contract. This SLA may be reviewed and revised as per mutual agreement.

7.3. SLA Targets

This section is agreed to by the Bidder as the key performance indicators for this engagement. The following section reflects the measurements to be used to track and report performance on a regular basis. The targets shown in the following tables are for the period of contract or its revision whichever is later.

7.4. Project Management

Parameter	Description	Target	Penalty	Validation tools/ method
Project setup Time	Bidder is expected to mobilize the commencement work	Within 15 Calendar days from the date of award of Contract	<ul style="list-style-type: none"> Client has the right to terminate the contract 	<ul style="list-style-type: none"> Review and Signoff by Client
Installation, delivery, training and Implementation	Office-wise Delivery, installation, training, integration, testing of all Components/ equipment required for the system to the satisfaction of the Bidder. The delivery schedule for these equipment will be based on the project plan.	Approved project plan	<ul style="list-style-type: none"> Penalty covered under Liquidated Damages. 	<ul style="list-style-type: none"> Post-delivery inspection report (signed by KSDC authority and the Bidder representative) Implementation completion report duly signed by authorized signatory officer of KSDC Training completion certificate, along with attendance sheets
Project implementation timeline	Bidder is expected to complete the rollout within timelines agreed upon in the schedule.	100% adherence to the timelines given in the project plan. No variation in deadlines.	<ul style="list-style-type: none"> For extension of time for completion of project implementation, the Bidder shall bear all costs related to project implementation till the 	<ul style="list-style-type: none"> Project plan and schedule Actual Deliverables User acceptance completion Implementation completion report

Parameter	Description	Target	Penalty	Validation tools/ method
			Completion of rollout <ul style="list-style-type: none"> Encashment of Performance Security as deemed appropriate by Client 	

The Bidder should propose project management methodology including tools used to keep track of project activities and get approval from the client.

7.5. Issue Severity Level & Resolution Time

7.5.1. The following service levels will be applicable to the Bidder for handholding and maintenance support specified below in table

Type of Service	Metric	Measure	Threshold		Expected Action / Remarks
As per Problem Report (PR)	Delivery	<i>Initial Response</i>	Critical	01 Hours	Initial review for Category, Priority and whether the PR has sufficient information to understand the problem Assignment to respective individual for analysis Respond to initiator informing of assignment for further analysis
			High	04 Hours	
			Medium	08 Hours	
			Low	10 Hours	
As per Problem Report (PR)	Delivery	<i>Complete Analysis / Resolution</i>	Critical	04 Hours	Detail analysis of Problem Report and provide, root cause, potential risk/ impact, effort estimate for resolution and closing of the problem
			High	01 Working Day	
			Medium	07 Working Days	
			Low	10 Working Days	

Nomenclature:

- Critical:** Show-stopper application breakdown/crash. Has serious implications on running the production server and has impacted all business critical process. It has affected or may affect >50% of the user community.
- High:** Serious degradation in the application performance. Has impacted majority of the business process but still be able to continue the operations with the system limitations? May have serious implications on the data integrity. It has affected or may affect, around 10% to

50% of the user community and also consider the following issues:

- a. Three or more offices are not able to access the integrated solution
 - b. Integrated solution not available for more than two hours, in any office
 - c. Any downtime in the system that impacts the regulatory requirement deadlines
3. **Medium:** Moderate degradation in the application performance No implications on the data integrity. Has no impact on the normal operations/day-to-day working. It has affected or may affect, <10% of the user community and also consider the following issues:
- a. More than one and less than five offices are not able to access the integrated solution
 - b. Any one office is not able to use the integrated solution for more than thirty minutes and less than two hours.
 - c. Integrated Solution is available with severely degraded performance or is extremely difficult to use. Average response time of the application is more than 360 seconds over WAN
4. **Low:** Applications are stable and has no impact on the day-to-day working. It has affected or may affect a single user. For example, knowledge related calls. Also consider the following issues:
- a. One office is directly affected leading to complete stoppage in their work
 - b. IT resource is available with slightly degraded performance (response time is between 180 and 360 seconds over WAN), although the work can continue

7.5.2. The following penalty shall be applicable to the Bidder in case of failure to meet provisions of Service Level Agreement (SLA) :

- In case of problem categorized as “Critical”: The Client shall recover from the Bidder, a sum equivalent to 0.25% of the AMS price quoted for that year for every 30 (thirty) minutes of delay over and above the given threshold limit for each of such incidents;
- In case of problem categorized as “High”: The Client shall recover from the Bidder, a sum equivalent to 0.25% of the AMS price quoted for that year for every 60 (sixty) minutes of delay over and above the given threshold limit for each of such incidents; and
- In case of problem categorized as “Medium”: The Client shall recover from the Bidder, a sum equivalent to 0.25% of the AMS price quoted for that year for every 120 (one hundred and twenty) minutes of delay over and above the given threshold limit for each of such incidents.

7.6. Incident Management and Resolution Times

7.6.1. Maximum time to log the call is defined as the time taken within which help desk has to log a complaint in the system provided by the end user. Help desk should provide the trouble ticket number to the end user within 30 min of logging the complaint.

7.6.2. Maximum time to restore is defined as the time taken to resolve the problem, starting from the time of logging the complaint and within the time specified in table below. Help desk should notify the end user within 30 min after resolution of problem.

Parameter	Description	Target	Penalty	Validation tool / method
Incident logs	All incidents/ events raised with the IT helpdesk should be logged into the system by the service desk	100% calls to be logged and intimated to the end user with the trouble ticket number within the time	1) 95%-99% calls logged: 5% penalty on the monthly IT support and maintenance	1) Inspection based on Count of trouble tickets for that month 2) Complaints register

Parameter	Description	Target	Penalty	Validation tool / method
		as specified in the Notification and Resolution time Table above	charges of KSDC. 2) 90% - 95% calls logged and closed: 10% penalty on the monthly IT support and Maintenance charges of KSDC.	maintained by Bidder and take signoff from respective office head of KSDC office
Resolution issues	All incidents/ events logged in the Incident management system should be resolved within the specified restoration time	95% of calls should be resolved within the specified resolution time specified in the table above	1) 95%-99% calls resolved: 5% penalty on the monthly IT support and Maintenance charges of KSDC. 2) 90% - 95% calls resolved: 10% penalty on the monthly IT support and Maintenance charges of KSDC.	1) Inspection based on count of trouble tickets for that month

7.7. Problem Management

Parameter	Description	Target	Penalty	Validation tool / method
Root cause identification	Bidder shall analyse all the incidents and provide a root cause report every month if there are more than 10 incidents of the same type. Bidder shall take the needed corrective action to prevent further issues due to the same cause.	100% timely submission covering all incidents logged in that month	5% penalty on the monthly IT support and Maintenance charges of KSDC, if the Bidder does not submit a problem report for that month.	1) Root cause report 2) Incident report stating problems faced by the users
			5% penalty on the monthly IT support and Maintenance charges of KSDC, if the Bidder does not perform the corrective action for more than one calendar month.	1) Document detailing corrective action

7.8. Configuration Management

Parameter	Description	Target	Penalty	Validation tool / method
Backup & Restore	KSDC would Periodically (once quarter on a random day) request the Bidder to restore the back data	100% backup should restored with agreed time	5% penalty would be levied on t applicable monthly IT support and Maintenance charges of KSDC, payable to the Bidder, if the Bidder is not able to restore the backup in the agreed time	1) Audit Report

7.9. Breach of SLA

In case the Bidder does not meet the SLA parameters as defined above for 3 continuous time periods in a quarter, the Client will consider this a breach of SLA and following actions will be taken:

- The Client will issue a show cause notice to the Bidder
- Bidder should reply to the notice within three (3) working days
- If the appropriate authority of the Client is/are not satisfied with the reply, the Bidder may initiate appropriate provisions under this contract including not limited to Clause 4.16 (Termination of Contract).

7.10. Exclusions

The Bidder will be exempted from any non-adherence to SLAs under the following conditions:

- Force Majeure
- Delay due to KSDC

8. Reporting Requirements

The Bidder shall submit the reports in English in both hard and soft copy to the Client. As and when required, the Bidder may be asked to present its report as a presentation to the Department and its undertakings or to other Government departments.

The various outputs required from the work carried out as stated in the scope of services are as follows –

Sl. No.	Reports	Timeline	Validation Method
1	Project Plan	Within 15 days of signing of Contract	Approval by KSDC
2. Installation, delivery, training and Implementation			
2.1	Post-delivery inspection report (signed by KSDC authority and the Bidder representative)	As per approved Project Plan	Approval by KSDC
2.2	Implementation completion report duly signed by authorized signatory officer of KSDC		Approval by KSDC
2.3	Training completion certificate, along with attendance sheets		Approval by KSDC
3. Project implementation timeline			
3.1	Project plan and schedule		Approval by KSDC

Sl. No.	Reports	Timeline	Validation Method
3.2	Actual Deliverables	As per approved Project Plan	Approval by KSDC
3.3	User acceptance completion report		Approval by KSDC
2.4	Implementation completion report		Approval by KSDC
4	Monthly Progress Report	Every month during the contract period	Approval by KSDC. Format to be decided during planning stage.
5	Quarterly Performance Report	Every 3 months during the contract period	Approval by KSDC. Format to be decided during planning stage.

The selected bidder must submit monthly progress report on all aspects of deliverables and attend any review meeting called for the purpose.

9. Broad Business Scope for Phase 2:

Proposed features in the portal to be implemented during Phase 2 are as follows:

- Internship module integration – extension of phase 1 RESTful framework to allow industries to offer internship programs, internship hire, completion records, closure of such programs.
- Hiring interface for industries – extension of REST framework to allow posting of jobs, filling of jobs (multiple counts), job interview related announcements, job status updates, metric captures on how many profiles were sourced from skills portal, how many qualified, cleared, were hired through the portal. How many were hired outside. Details of candidates hired through the skills connect portal.
- Entrepreneurship training module
- Group and Individual mentoring programs, Career Guidance – enroll, selection, mapping, mentor interaction programs, masterclass, one-to-one interaction, logs of such interaction.
- Onboard more assessment partners/programs from 3rd party service providers based on focus domains/areas.
- Android based mobile application development for candidates to connect with skills connect portal.
- Dashboard and enhanced reports, customized reports based on industry user requirements/templates.
- Other identified and prioritized features and needs based on Phase 1 feedback.

Bidders are to submit man-month rates for resources proposed to be deployed for Phase 2 of the project in Format as per Section 3L above.

Contract for Bidder's Services

Between

[Name of Client]

And

[Name of Bidder]

Dated:

Table of Contents

I.	FORM OF CONTRACT	62
II.	GENERAL CONDITIONS OF CONTRACT	64
1.	GENERAL PROVISIONS.....	64
1.1.	Definitions.....	64
1.2.	Law Governing the Contract	65
1.3.	Language	65
1.4.	Notices	65
1.5.	Location.....	65
1.6.	Authorized Representatives	65
1.7.	Taxes and Duties	65
2.	COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.....	65
2.1.	Effectiveness of Contract	65
2.2.	Commencement of Services	65
2.3.	Expiration of Contract.....	65
2.4.	Modification	66
2.5.	Force Majeure	66
2.6.	Suspension:.....	66
2.7.	Termination	66
3.	OBLIGATIONS OF THE BIDDER:.....	67
3.1.	General.....	67
3.2.	Conflict of Interests.....	68
3.3.	Confidentiality.....	68
3.4.	Insurance to Be Taken out by the Bidder	68
3.5.	Bidder's Actions Requiring Client's Prior Approval	68
3.6.	Reporting Obligations.....	69
3.7.	Application developed by the Bidder to Be the Property of the Client	69
3.8.	Equipment and Materials Furnished by the Client	69
4.	BIDDER'S PERSONNEL AND SUB-BIDDERS	69
4.1.	Description of Personnel	69
4.2.	Removal and/or Replacement of Personnel	69
5.	OBLIGATIONS OF THE CLIENT	69
5.1.	Assistance and Exemptions	69
5.2.	Services and Facilities	70
6.	PAYMENT TO THE BIDDER:	70
6.1.	Remuneration.....	70
6.2.	Contract Price.....	70

6.3.	Payment for Additional Services	70
6.4.	Terms and Conditions of Payment.....	70
7.	SETTLEMENT OF DISPUTES	70
7.1.	Amicable Settlement	70
7.2.	Dispute Settlement.....	70
III.	SPECIAL CONDITIONS OF CONTRACT	71
IV.	APPENDICES	80
	APPENDIX A: DESCRIPTION OF SERVICES.....	80
	APPENDIX B: REPORTING REQUIREMENTS	80
	APPENDIX C: KEY PERSONNEL AND SUB-BIDDERS	80
	APPENDIX D: SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.....	80
	APPENDIX E: BREAKDOWN OF CONTRACT PRICE IN INDIAN RUPEES	81
	APPENDIX F: FORM OF GUARANTEE FOR PERFORMANCE SECURITY (PROFORMA BANK GUARANTEE).....	82
	APPENDIX G: LETTER OF ACCEPTANCE	83
	APPENDIX I: POWER OF ATTORNEY SUBMITTED BY BIDDER	84

I. Form of Contract

This CONTRACT (hereinafter called the “**Contract**”) is made the _____ day of the month of _____, 2022

between **Karnataka Skill Development Corporation**, having its office at the Kaushalya Bhavan, 3rd Floor, Diary Circle, Bannerghatta Road, Bangalore 560 029 (hereinafter called the “**Client**” or “**KSDC**” or “**the Authority**” which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the First Part

AND

_____, [a company registered under the Companies Act, 1956 / a partnership firm registered under Indian Partnership Act 1932 / a partnership firm registered under Limited Liability Partnership Act 2008] and having its registered office at _____ (hereinafter called the “**Bidders**” or “**Bidder**” which expression shall include their respective successors and permitted assigns) on the Second Part

KSDC and the Bidder are collectively referred to as “**Parties**” and individually as “**Party**”

WHEREAS

1. The Client has requested the Bidder to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “**Services**”);
2. The Bidder, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a. The General Conditions of Contract (hereinafter called “GC”);
 - b. The Special Conditions of Contract (hereinafter called “SC”);
 - c. The following appendices:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Resources Committed by the Bidder
 - Appendix D: Services and Facilities to be provided by the Client
 - Appendix E: Breakdown of Contract Price in Indian Rupees
 - Appendix F: Form of Guarantee for Performance Security (Proforma Bank Guarantee)
 - Appendix G: Letter of Acceptance issued by Client
 - Appendix H: Technical Presentation and Write-Up submitted by Bidder
 - Appendix I: Power of Attorney submitted by Bidder

2. The mutual rights and obligations of the Client and the Bidder shall be as set forth in the Contract, in particular:
 - a. The Bidder shall carry out the Services in accordance with the provisions of the Contract;
and
 - b. The Client shall make payments to the Bidder in accordance with the provisions of the Contract

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

FOR, AND ON BEHALF OF
[NAME OF CLIENT]

FOR, AND ON BEHALF OF
[NAME OF BIDDER]

By
(Authorized Representative)

By
(Authorized Representative)

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a. **"Applicable Law"** means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- b. **"Applicable Permits"** shall mean all clearances, permits, authorisations, consents and approvals required to be obtained or maintained by the Bidder under Applicable Law, in connection with the Services during the subsistence of this Contract
- c. **"Commencement Date"** means the date on which the Bidder begin carrying out the Services pursuant to Clause GC 2.2
- d. **"Contract"** means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- e. **"Contract Price"** means the price to be paid for the performance of the Services, in accordance with Clause 6;
- f. **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
- g. **"GC"** means these General Conditions of Contract;
- h. **"Good Industry Practice"** means the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Contract which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, or supervision, or monitoring thereof of any of them of the services similar to that of the Service
- i. **"Government"** means the Government of Karnataka;
- j. **"Local currency"** means Indian Rupees
- k. **"Material Adverse Effect"** shall mean a material adverse effect of any act or event on the ability of either party to perform any of its obligations under and in accordance with the provisions of this Contract and which act or event causes a material financial burden or loss to either party
- l. **"Material Breach"** shall mean and include the following
 - a. Failure by the Bidder to procure the requisite insurance in accordance with this Contract;
 - b. Failure by the Bidder to replenish the Performance Security Deposit in accordance with the terms and conditions of this Contract;
 - c. Failure by the Bidder to comply with the instructions or orders of the Client made under this Contract;
 - d. The direct or indirect assignment of any rights, interest or obligations in this Contract by the Bidder in violation of any terms of this Contract;
 - e. Failure by the Bidder to observe or perform any of the Bidder' undertakings, obligations, rights, duties, covenants or any failure to abide by any of the provisions of this Contract resulting in Material Adverse Effect
- m. **"Member"** in case the Bidder consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Bidder's' rights and obligations towards the Client under this Contract.
- n. **"Party"** means the Client or the Bidder, as the case may be, and "Parties" means both of them;
- o. **"Personnel"** means persons hired by the Bidder or by any Sub-Bidder as employees and assigned to the performance of the Services or any part thereof; and "Key Personnel" means the personnel referred to in Clause GC4.2 (a)

- p. **"SC"** means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- q. **"Services"** means the work to be performed by the Bidder pursuant to this Contract as described in Appendix A; and
- r. **"Sub-Bidder"** means any entity to which the Bidder subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
- s. **"Third party"** means any person or entity other than the Government, the Client, the Bidder, or a Sub-Bidder.

1.2. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3. Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4. Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5. Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Bidder may be taken or executed by the officials specified in the SC.

1.7. Taxes and Duties

The Bidder, Sub-Bidders and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price. The Client shall perform such duties in regard to the deduction of such Taxes and Duties as may be lawfully imposed.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2. Commencement of Services

The Bidder shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5. Force Majeure

2.5.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2. No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3. Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6. Suspension:

The Client may by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Bidder to remedy such failure within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

2.7. Termination

2.7.1. By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Bidder, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

- a. if the Bidder do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
- b. if the Bidder (or any of their Members) become insolvent or bankrupt;
- c. if, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d. if the Bidder, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

“**fraudulent practice**” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of Government of Karnataka and includes collusive practice among Bidders / Bidders / bidders (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive Government of Karnataka of the benefits of free and open competition.

- e. if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2. By the Bidder

The Bidder may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

- a. if the Client fails to pay any monies due to the Bidder pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Bidder that such payment is overdue;
- b. If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Client of the Bidder's notice specifying such breach;
- c. if, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

- i. such rights and obligations as may have accrued on the date of termination or expiration;
- ii. the obligation of confidentiality set forth in Clause GC 3.3 hereof.
- iii. any right which a Party may have under the Applicable Law.

2.7.4. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Bidder and equipment and materials furnished by the Client, the Bidder shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5. Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Bidder:

- a. remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- b. except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. OBLIGATIONS OF THE BIDDER:

3.1. General

The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional

techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall always support and safeguard the Client's legitimate interests in any dealings with Sub-Bidders or third parties.

3.2. Conflict of Interests

3.2.1. Bidder Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Bidder pursuant to Clause 6 shall constitute the Bidder's sole remuneration in connection with this Contract or the Services, and the Bidder shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Bidder shall use their best efforts to ensure that the Personnel, any Sub-Bidders, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2. Procurement Rules of Funding Bidders

If the Bidder, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Bidder shall comply with any applicable procurement guidelines of the funding Bidders and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Bidder in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3. Bidder and Affiliates Not to engage in certain Activities

The Bidder agree that, during the term of this Contract and after its termination, the Bidder and their affiliates, as well as any Sub-Bidder and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4. Prohibition of Conflicting Activities

Neither the Bidder nor their Sub-Bidders nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3. Confidentiality

The Bidder, their Sub-Bidders, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4. Insurance to Be Taken out by the Bidder

The Bidder

- a) shall take out and maintain, and shall cause any Sub-Bidders to take out and maintain, at their (or the Sub-Bidders', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and
- b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5. Bidder's Actions Requiring Client's Prior Approval

The Bidder shall obtain the Client's prior approval in writing before taking any of the following actions:

- a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Bidder and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Bidder shall remain fully liable for the performance of the Services by the Sub-Bidder and its Personnel pursuant to this Contract;
- b) appointing such members of the Personnel not listed by name in Appendix C (“Key Personnel and Sub-Bidders”), and
- c) any other action that may be specified in the SC.

3.6. Reporting Obligations

The Bidder shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7. Application developed by the Bidder to Be the Property of the Client

The application developed by the Bidder along with plans, drawings, specifications, designs, reports and other documents and software submitted by the Bidder in accordance with Clause 3.6 shall become and remain the property of the Client, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Bidder may retain a copy of such documents and software. Restrictions on the future use of these documents, if any, shall be specified in the SC.

3.8. Equipment and Materials Furnished by the Client

Equipment and materials made available to the Bidder by the Client or purchased by the Bidder with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Bidder shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client’s instructions. While in possession of such equipment and materials, the Bidder, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. BIDDER’S PERSONNEL AND SUB-BIDDERS

4.1. Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Bidder's Key Personnel are described in Appendix C. The Key Personnel and Sub-Bidders listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2. Removal and/or Replacement of Personnel

- a) Except as the Client may otherwise agree, no changes shall be made to the Key Personnel. If for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Key Personnel, the Bidder shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- c) The Bidder shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1. Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- b) assist the Bidder and the Personnel and any Sub-Bidders employed by the Bidder for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- c) provide to the Bidder, Sub-Bidders and Personnel any such other assistance as may be specified in the SC.

5.2. Services and Facilities

The Client shall make available to the Bidder and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Bidder as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Bidder for the performance of the Services, (ii) the manner in which the Bidder shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Bidder as a result thereof.

6. PAYMENT TO THE BIDDER:

6.1. Remuneration

The Bidder's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-Bidder's costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Bidder in carrying out the Services described in Appendix A. The method and conditions of payment to be made to the Bidder under this Contract shall be as specified in the SC.

6.2. Contract Price

The Contract price is set forth in the SC.

6.3. Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendix E.

6.4. Terms and Conditions of Payment

Payments will be made to the account of the Bidder and method and conditions of payment as stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Bidder of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Bidder have submitted an invoice to the Client specifying the amount due.

7. SETTLEMENT OF DISPUTES

7.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2. Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

Number of Amendments of, and Supplements to, Clauses in the General Conditions of GC Clause Contract

[1.1(t)] All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

[1.2] This Contract shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Bangalore shall have exclusive jurisdiction over matters arising out of or relating to this Contract.

[1.4.1] The addresses are:

Client:

Karnataka Skill Development Corporation,
Kaushalya Bhavan, 3rd Floor, Diary Circle,
Bannerghatta Road, Bangalore 560 029

Contact Officer: _____

Telephone: _____

Email: _____

Bidder:

Address:

Contact Person: _____

Telephone Number: _____

Fax: _____

Email: _____

[1.4.2] Notice shall be deemed to be effective as follows:

- a) in the case of personal delivery or registered post, on delivery;
- b) in the case of Fax/e-mail, 24 hours following confirmed transmission.

[1.6] The Client may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, Managing Director, Tourism Department is the Authorised Representative of Karnataka Skill Development Corporation (Client). The Client's Authorised Representative shall take all the actions required with respect to the execution of this Contract.

Bidder shall nominate their authorized representative for execution of this contract through appropriate Power of Attorney.

The authorized representatives for the client:

Managing Director,
Karnataka Skill Development Corporation,
Kaushalya Bhavan, 3rd Floor, Diary Circle,
Bannerghatta Road, Bangalore 560 029

Tel: 080-29522222,

The authorized representatives for Bidder:

Mr./Ms. _____

Designation: _____

Firm name and Address:

[1.7.1] The Bidder, Sub-Bidders and the Personnel shall pay all such taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during the life of this contract and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[2.1] The date on which this Contract shall come into effect is Date of signing of Contract (Effective Date)

[2.2] The time period shall be within 14 days from the date of signing of Contract (Commencement Date).

[2.3] The Contract Period hereby granted is for a period of 1 (one) year commencing from the Effective Date of the Contract.

The Contract may be renewed on a year-on-year basis or lesser at the sole discretion of the Client based on an assessment of the Bidder's performance.

[2.5.2 (b)] shall be read as

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

[2.5.2 (c)] The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

[2.5.5] Consultation

Not later than 30 (thirty) days after the Bidder have, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in

[2.7.1(b)] The Bidder becomes insolvent or bankrupt or enters into any Contract with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary

[2.7.1(f)] if the Bidder fails to comply with any final decision reached as a result of dispute Resolution proceedings pursuant to Clause 7.2 hereof;

[2.7.1(g)] if the Bidder submits to the Client any statement, notice, or other document, in written or through email, which has a material effect on the Client's rights, obligations, or interests and which is false in material particulars

[2.7.1(h)] if the Bidder has repudiated this Contract or has otherwise expressed an intention not to be bound by this Contract

[2.7.1(i)] if any representation made or warranties given the Bidder under this Contract is found to be false or misleading

[2.7.1(j)] if a resolution has been passed by the shareholders of the Bidder for the voluntary winding up of the Bidder

[2.7.1(k)] if the Bidder commits a default in complying with any other provision of this Contract if such default causes a Material Adverse Effect on the Client

[2.7.1(l)] if the Bidder has assigned their rights and obligations under this Contract to a Third Party without the written consent of the Client

[2.7.1(m)] if the Bidder discontinues to provide service as per the Contract.

[3.1.1] **Terms of Reference**

The scope of services to be performed by the Bidder is specified in the Terms of Reference (the "ToR") at Annexure A of this Contract. The Bidder shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

[3.2.4(c)] At any time, such other activities as have been specified in the RFP as Conflict of Interest.

[3.4] **The Risks and the Coverages shall be:**

- a. Client's Liability and Workers' Compensation Insurance in respect of the Personnel of the Bidder and of any sub Bidder, in accordance with the Relevant Provisions of the Applicable Law, as well as, with respect to such Personnel, any such Life, Health, Accident, Travel or other Insurance as may be appropriate;
- b. Professional Liability Insurance, with a Minimum Coverage equal to total Contract Value for this Consultancy; and
- c. Insurance against Loss of or damage to
 - (i). Equipment purchased in whole or in part with Funds provided under this Contract
 - (ii). the Bidder's Property used in the Performance of the Services, and
 - (iii). any Documents prepared by the Bidder in the Performance of the Services.

[3.5(c)] The other actions are as per **Appendix A** of the Contract and as defined in the Terms of Reference of the RFP and addendum thereof

[3.6] **Reporting obligations:** as defined in Terms of Reference

[3.7] The Bidder shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

[3.9] The Bidder shall provide the Client with prompt written notice of the occurrence of any event which could jeopardize or materially impact its ability to perform its obligations under this Contract in a timely manner.

[3.10] The Bidder shall provide the Client with prompt written notice of any changes in the Bidder's name, ownership, or form of organisation.

[5.1] As per General Conditions of Contract

[6.2] The amount of subscription fee is INR _____ (Rupees _____) [Amount in figures and words] per driver per month inclusive of all taxes. This subscription fee shall be valid for the duration of the entire contract period, including any during any extensions granted by the Client beyond the initial contract period, unless permitted otherwise by the Client in writing.

[6.4] **Account Details of the Bidder**

The account details of the Bidder is as follows –

Terms of Payment

KSDC shall pay the Bidder as per the following terms:

S. No	Event	Percentage payment
1	Signing of service agreement	10%
2	Submission of User Acceptance Testing (UAT) report	30%
3	Go-Live of portal	20%
4	4 instalments of 10% each to be paid after every Quarter of Go-Live	40%
	Total :	100%

Payments in respect of the Services shall be made as follows: -

- a) The Bidder shall be paid for its services as per the Payment Schedule subject to the Bidder fulfilling all conditions as per the Terms of Reference
- b) No payment shall be due for the next milestone till the Bidder complete, to the satisfaction of the Client, the work pertaining to the preceding milestone.
- c) The Client shall pay to the Bidder only the undisputed amount.
- d) Taxes, duties, levies, etc shall be paid as per the prevailing rate by the Bidder

[6.4.1] Change in Applicable Law

If during the period of this Contract, there is any change in the Applicable Laws with respect to leviable taxes and duties which increases or decreases the cost, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by Contract between the Parties hereto, and corresponding adjustments shall be made to the aforesaid contract amount.

[6.4.2] Tax Deducted at Source (TDS)

Wherever applicable, taxes shall be deducted at source from the payment to the Bidder at the rates applicable for each in accordance with the relevant Sections of the Income Tax Act.

[6.5] Payment shall be made within 60 days of receipt of the invoice/bills the relevant documents specified in Clause 6.4 and within 90 days in case of final payment. The interest payable on delayed payment is at the rate of 5% (Five percent) per annum.

[6.5.1] Any amount which the Client has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Bidder to the Authority within 30 (thirty) days after receipt by the Bidder of notice thereof. Any delay by the Bidder in reimbursement by the due date shall attract simple interest of 10% (Ten percent) per annum.

[6.5.2] All payments under this Contract shall be made to the account of the Bidder as may be notified to the Client by the Bidder.

[6.6] Performance Security

[6.6.1] The Bidder shall furnish the Performance Security in accordance with Clause 8 of Information to Bidders of the RFP document

[6.6.2] The Bidder shall keep the Performance Security valid and enforceable throughout the Term and for a period of 90 days after the date of expiry of the Contract. In case the Performance Bank Guarantee provided by the Bidder to the Client is set to expire for any

reason whatsoever at any time before 90 days after the date of expiry of the Contract, the Bidder shall renew and provide to the Client renewed Performance Bank Guarantee at least 30 days prior to its date of expiry. Upon any failure on part of the Bidder to renew the Performance Bank Guarantee or to keep it valid and enforceable in terms of this Clause, the Performance Bank Guarantee will be encashed by the Client without giving any notice to the Bidder or to any other Party.

[6.6.2] The Performance Security will be discharged by the Client and returned to the Bidder no later than 90 days following the completion of the Bidder's performance obligations under the Contract.

[6.6.3] In the event of any contract amendment, the Bidder shall within 30 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 90 days after the completion of performance obligations.

[6.6.4] Encashment and Appropriation of Performance Security

The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Bidder in the event of:

1. Breach of this agreement or for levy of Penalty specified
2. Termination of this Contract by Client for reasons other than in GCC 2.7.1(c)
3. In case the Bidder is not able to deliver the services as envisaged in the Scope of Services/Terms of Reference

[6.6.5] The proceeds of the performance security shall be payable to the Client as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.

[6.7] Liquidated Damages

The Bidder should bear in mind that time is the essence of the Contract. If the Bidder fails to complete the Scope of Work of the Project or any part thereof within the Time for Completion or any extension thereof as approved by the Client in writing, the Client shall recover from the Bidder as Liquidated Damage (LD) for such default and not as a penalty without prejudice to the Client's other remedies under the Contract. For imposition of LD, the loss / damages suffered by the Client due to delays by the Bidder are the basic criteria.

[6.7.1] In order to keep the Contract alive, provisional time extension may be granted to the Bidder so that delayed services can be accepted by the Client. A written communication in this regard shall be issued by KSDC to the Bidder. Such provisional time extension will be without prejudice to all the obligations of the Bidder under the Contract and further without prejudice to the Client's right to levy LD and other rights under the Contract.

[6.7.2] The recovery towards compensation should take place when loss/damage have actually taken place on account of delay caused by the Bidder. Even if there is a delay in execution of the Contract and reasons for delay are attributable to the Bidder but the Client has not suffered any loss specifically due to delay in performance of the Contract, no sum as LD is recoverable from the Bidder. However, in such cases, a nominal LD as described in Clause 6.7.6.1 will be recovered.

[6.7.3] Delay in performance of the contract may be attributed to one or more of the following, viz, Client, Bidder, and Force Majeure as per GC 2.5

- [6.7.4]** The decision on LD will be taken considering detailed analysis indicating reasons & period of delay on each account. Based on the analysis, the period of delay due to Force Majeure as per GC 2.5 and for reasons attributable to the Client will be identified to find out the net delay, which is attributable to the Bidder. The approach to work out the net delay attributable to the Bidder is described below:
- a. Total delay that has occurred in a Contract = A
 - b. Cumulative period of delay on account of Force Majeure = B
 - c. Cumulative period of delay on account of the Client = C
 - d. Concurrent cumulative period in b. & c. = X
 - e. Cumulative period of delay on account of Force Majeure and the Client = B+C-X
 - f. Net period of delay attributable to the Bidder, $Z = A-(B+C-X)$

While calculating the period of delay, all delays, which are not found to be directly contributing to extension of completion of period, will be ignored.

- [6.7.5]** In case the period Z, arrived at as per clause 6.7.4, is not positive, the time extension, till the actual completion of the Project, shall be allowed without any LD. In case the period Z, arrived at is positive, action will be taken as described hereunder.

- [6.7.6]** The Client will examine the loss suffered on account of the delay Z

- [6.7.6.1]** If no loss has occurred, the time extension, till the actual completion of the Project shall be allowed but with a token LD to cover incidental expenses that the Client may have incurred because of the delay but are not exactly quantifiable. To arrive at the amount of token LD, the ratio Z/T (herein after referred to as L), where T is the contractual completion period, shall be the basis:

- a. If $L \geq 1$, the amount of token LD shall be ten percent (10%) of the amount of LD as worked out for a period of delay Z, as per clause 6.7.7, or
- b. If $L < 1$, the amount of token LD shall be $L \times 10\%$ of the amount of LD as worked out for a period of delay Z, as per clause 6.7.7.

- [6.7.6.2]** In case, the Client has suffered loss, the time extension, till the actual completion of the Project shall be allowed with imposition of LD as described below:

- a. If the amount of loss / damages suffered by the Client is more than the full LD as applicable for a delay of period Z, as per clause 6.7.7, the latter shall be the amount of LD to be levied, or
- b. If the amount of loss / damage suffered by the Client is less than the LD as applicable for a delay of period Z, as per clause 6.7.7, the sum of the amount of loss/damages and token LD, worked out in the manner explained above, shall be levied. However, the total amount arrived at in this manner shall not exceed the full LD amount applicable as per clause 6.7.7.

[6.7.7] Calculation of Liquidated Damages

A sum equivalent to half percent (0.5%) of the total price for Licenses and Implementation Services for each week of delay or part thereof which will elapse between the schedule time for completion and actual time for completion of the Project. The total recovery against liquidated damage, however, shall not exceed ten percent (10%) of the total price for Licenses and Implementation Services. If the amount of LD exceeds this limit, the Client reserves right to terminate the Contract.

[6.7.8] The Client may, without prejudice to any other method of recovery, deduct the amount of such damages from any money due or to become due to the Bidder. The payment deduction of such damages does not relieve the Bidder from his obligation to complete the Project or from any of his other obligations and liabilities under the Contract.

[6.7.9] The Project will be deemed to have been completed only when all component parts/all items of Scope of Work are also delivered/completed. If certain components/items of Project are not delivered in time, the same will be considered as delayed until such time due missing/incomplete parts/items of Project are delivered/ completed.

[6.8] If any of the services performed by the Bidder fail to conform to the specifications of the assigned assignment or in the event of failure of the assignment due to indifference (such as inadequate interaction with the Client), negligence (such as quality of deliverable not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame), of the Bidder and the Client decides to terminate the Contract because of such failure, then a performance security shall be encashed. This shall be without prejudice to other remedies available under the law and the Contract with the Client.

[7.2.] In the event of a dispute relating any of the matters set out in this Contract, including termination of this MoU, the Parties shall discuss in good faith to resolve the difference within 15 (fifteen) Business Days of the dispute being raised (or such longer period as the parties to the dispute may mutually agree to in writing). All such disputes that have not been satisfactorily resolved through discussion, shall be referred to Secretary, Department of Tourism. All such disputes that have not been satisfactorily resolved after referring to Secretary, Department of Tourism shall be settled by arbitration in accordance with the following provisions

[7.2.1.] Selection of Arbitrators

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions & as per the Circular issued by Govt. of Karnataka Vide No LAW 273 L AC 2012(p) Dtd. 10.01.2014:

Any Dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Center-Karnataka (Domestic and International) Rules 2012, by one or more arbitrators appointed in accordance with its rules.

[7.2.2.] Rules of Procedure

Any Dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Center-Karnataka (Domestic and International) Rules 2012, by one or more arbitrators appointed in accordance with its rules.

[7.2.3.] Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

[7.2.4.] Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 7.2.1 through 7.2.3 of Clause 7.2 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

[7.2.5. Miscellaneous

In any arbitration proceeding here under:

- a) Proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.
- b) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

[8. Fairness and Good Faith

[8.1. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

[8.2. Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 7.2 hereof.

[9 Indemnification

The Bidder shall indemnify, defend and hold the Client, its officers and agents harmless against any and all

- i. Proceedings, actions and Third Party claims arising out of a breach by the Bidder of any of its obligations under this Contract, except to the extent that any such claim has
- ii. arisen due to breach by the Bidder of any of its obligations under this Contract or a Force Majeure Event which is a political event.
- iii. Losses resulting from the publication of the contents of the advertisement including claims for libel, violation, privacy, copyright infringement or plagiarism.
- iv. any loss of or damage to any of the Client's property arising out of or in connection with any act, omission, or negligence of the Bidder, its officers, agents, contractors, subcontractors, employees or invitees, unless such loss or damage is caused by or due to the sole negligence or wilful misconduct of the Client.

[10 Assignment

The rights and duties created by this Contract are personal to Bidder and accordingly, except as otherwise may be permitted herein, the Bidder shall not directly or indirectly assign directly or indirectly, any interest, right or obligation in this Contract, in whole or in part without the express written consent of the Client. Any such purported assignment without the Client's prior written consent shall constitute a Material Breach, which will entitle the DoT to cancel the Contract apart from such assignment being null and void ab initio.

[11 Confidentiality

The Bidder and their Personnel shall not, either during the term or within two years after the expiration or termination of this Contract disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Client to the Bidder and their Personnel; any information provided by or relating to the

Client, its technology, technical processes, business affairs or finances or any information relating to the Client's employees, officers or other professionals or suppliers, customers, or contractors of the Client; and any other information which the Bidder is under an obligation to keep confidential in relation to the Services or this Contract ("**Confidential Information**"), without the prior written consent of the Client. Notwithstanding the aforesaid, the Bidder and their Personnel may disclose Confidential Information to the extent that such Confidential Information:

- i. was in the public domain prior to its delivery to the Bidder and their Personnel or becomes a part of the public knowledge from a source other than the Bidder and their Personnel;
- ii. was obtained from a Third Party with no known duty to maintain its confidentiality;
- iii. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Bidder and their Personnel shall give the Client, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- iv. is provided to the professional advisers, agents, auditors or representatives of the Bidder or Personnel, as is reasonable under the circumstances; provided, however, that the Bidder or Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

[12] Waiver

No waiver by a Party of failure or failures by the other Party to this Contract to perform any provision of this Contract shall operate or be construed as a waiver in respect of any another or further failure whether of a like or different character/nature.

[13] Limitation of Liability

The Client shall not be liable to the Bidder for any lost revenue, lost profits or other incidental or consequential damages arising out of the performance of this Contract.

[14] Survival

In the event of any termination of this Contract in whole or in part, the clauses entitled "Indemnification", "Confidentiality", and "Limitation of Liability" shall survive and continue in effect and shall ensure to the benefit of the Client and be binding upon the Bidder, their legal representatives, heirs, successors and assigns.

[15] Severability

If for any reason whatsoever any provision of this Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Contract or otherwise.

[16] Amendments

This Contract and the Appendices together constitute a complete and exclusive understanding of the terms of the Contract between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

[17] Counterparts

This Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Contract but shall together constitute one and only the Contract.

IV. Appendices

Appendix A: Description of Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

As per Terms of Reference of the RFP

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

As per Terms of Reference of the RFP

Appendix C: Key Personnel and Sub-Bidders

[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Key Personnel to be assigned to work , and staff-months for each. C-2 List of approved Sub-Bidders [if already available]; same information with respect to their Personnel as in C-1 through C-2)]

C-1 Resources Committed by The Bidder

As per Technical Proposal submitted by the Bidder in accordance with the Terms of Reference

C-2 List of Approved Sub-Bidders

To be updated after empanelment of Sub-Bidders by the Bidder. The Bidder is responsible for keeping this information up to date.

Appendix D: Services and Facilities to be Provided by the Client

[List here under: D-1 Services, facilities and property to be made available to the Bidder by the Client.]

As per the Terms of Reference of the RFP Document

Appendix E: Breakdown of Contract Price in Indian Rupees

[List here the elements of cost used to arrive at the breakdown of the lump sum price:

This appendix will exclusively be used for determining remuneration for additional services.]

Appendix F: Form of Guarantee for Performance Security (Proforma Bank Guarantee)

[Clause 8 of Section 2. Information to Bidders in the RFP document]

(To be stamped in accordance with Applicable Stamp Act, if any)

To

Managing Director,
Karnataka Skill Development Corporation,
Kaushalya Bhavan, 3rd Floor, Diary Circle,
Bannerghatta Road, Bangalore 560 029

WHEREAS M/s.....[Name and address of Bidder] hereinafter called the "Bidder") has undertaken, in pursuance of Contract No. dated to provide the services on terms and conditions set forth in the Contract for **Selection of Bidder for Development, Supply, Implementation, and Maintenance of Karnataka Skill Connect Portal** (hereinafter called the "Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Bidder such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder up to a total of INR [Amount of Guarantee] [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of INR [Amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Bidder or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to INR (Rupees) and the guarantee shall remain valid till

Unless a claim or a demand in writing is made upon us on or before..... all our liability under this guarantee shall cease.

This guarantee shall be valid until 90 days from the date of expiry of the Contract Period.

Signature and Seal of the Guarantor..... In presence of
Name and Designation
(Name, Signature & Occupation)
Name of the Bank

Address
(Name & Occupation)

Date.....

Appendix G: Letter of Acceptance

[Clause 7.2 of Section 2: Information to Bidders in the RFP document]

(To be prepared on the letterhead of the Client)

To:

[Name and Address of the Bidder]

Dear Sir/Madam,

This is to notify you that your proposal dated..... for **Selection of Bidder for Development, Supply, Implementation, and Maintenance of Karnataka Skill Connect Portal** for the Contract Price of INR (Rupees) [amount in words and figures], inclusive of all taxes as corrected and modified is hereby accepted.

In this regard, we are pleased to inform you that M/s has been awarded the contract as the selected Bidder for the RFP for Selection of Bidder for Development, Supply, Implementation, and Maintenance of Karnataka Skill Connect Portal (RFP No KSDC/PUR/ITAI/CR-04/2022-23). The Contract shall be valid for a period of 01 (One) year commencing from the Effective Date of the Contract. The Contract may be renewed on a year-on-year basis or lesser at the sole discretion of the Client based on an assessment of the Bidder's performance. The Services shall be provided by you in accordance with the provisions of the Contract entered between the M/s and Karnataka Skill Development Corporation.

You are hereby requested to furnish Performance Security deposit in the form detailed in Clause 8.1 of Section 2. Information to Bidders for an amount of INR. within 7 days of the receipt of this letter of acceptance valid up to 90 days from the date of expiry of contract period i.e. up to and sign the contract, failing which action will be taken as per clause 8.4 of Section 2. Information to Bidders.

Yours Sincerely,

Managing Director,
Karnataka Skill Development Corporation,
Government of Karnataka

Appendix H: Technical Presentation and Write-Up submitted by Bidder

As submitted by Bidder during evaluation of Approach and Methodology of Technical Proposal

Appendix I: Power of Attorney submitted by Bidder

As submitted by Bidder in their Technical Proposal

Appendix J: Undertaking for compliance with the Technical Requirement Specification (TRS) and Functional Requirement Specification (FRS) as per clause 5 & 6 of Section 5

(On the Letterhead of the Bidder)

[Location, Date]

TO:
Managing Director,
Karnataka Skill Development Corporation,
Kaushalya Bhavan, 3rd Floor, Dairy Circle,
Bannerghatta Road, Bangalore 560 029

Dear Sir,

I/We do hereby confirm that(Name of Bidder) have fully read and understood 5 and 6 of Section 5.

We have indicated Yes/No against each item in Clause 5 and 6 of TRS and FRS in Section 5 below. For items where “No” has been indicated, we have presented detailed comments in Form 3D against those items.

Technical Requirement Specification

S No.	Requirement description	Compliance (Y/N)

Functional Requirement Specification

S No.	Requirement description	Compliance (Y/N)

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Bidder/Firm:

Address:

Date:

Place: