



MHRD

Government of India
Ministry of Human Resource Development

Request for Proposal (RFP)

for

**Appointment of System Integrator for
MHRD - SWAYAM MOOCs Project**

Volume – 1

**Ministry of Human Resource
Development
Government of India**

Ref: No. 8-26/2014-TEL

21st November 2015

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Important Dates

Sr. No.	Activity	Date
1	Release of RFP	21.11.2015
2	Last date for receipt of queries on RFP	28.11.2015
3	Pre-bid Conference/Meeting	02.12.2015
4	Posting of responses to queries	04.12.2015
5	Last Date for submission of Bids & Opening of Technical Bids	15.12.2015 and 18.12.2015

Invitation for Proposal

Date: 21.11.2015

Ministry of Human Resource Development, Government of India (hereinafter referred to as MHRD), having its Corporate Office at Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi-110001, invites responses (“Proposals”/“Bids”) to this Request for Proposal (“RFP”) from eligible Bidders to be appointed as Service Provider for the SWAYAM Project.

Interested bidders are advised to study this RFP document carefully before submitting their proposals in response to the RFP Document. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Interested bidders to download the RFP document from the website URL mentioned in the fact sheet

Any subsequent corrigenda/clarifications will be made available on the website URL mentioned in the fact sheet.

Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process. All documents that form a part of proposal response submitted by bidders, should be uploaded on the eProcurement portal. No hard-copies should be sent to the department.

A firm will be selected under L1 method and procedures described in this RFP.

To obtain first-hand information on the assignment, Bidders are encouraged to attend a pre-bid meeting. Attending the pre-bid meeting is optional.

Shri R Srinivasan

Director, Department of Higher Education

Ministry of Human Resource Development, Government of India

Room No. 205, C Wing, Shastri Bhawan, Dr. Rajendra Prasad Road,

New Delhi-110001

Email ID: rajusrini@hotmail.com

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Section 1: Introduction

1 Introduction

1.1 Introduction to MHRD

The essence of Human Resource Development is education, which plays a significant and remedial role in balancing the socio-economic fabric of the Country. Education is recognized as one of the critical elements of the national development effort and Higher education, in particular, is of vital importance for the nation, as it is a powerful tool to build knowledge-based society of the 21st century. In pursuance of this mission, the Ministry of Human Resource Development (MHRD) was created on September 26, 1985, through the 174th amendment to the Government of India (Allocation of Business) Rules, 1961. Currently, the MHRD works through two departments:

- Department of School Education & Literacy
- Department of Higher Education

While the Department of School Education & Literacy is responsible for development of school education and literacy in the country, the Department of Higher Education takes care of what is one of the largest Higher Education systems of the world, just after the United States and China.

The activities of Department of Higher Education, in Ministry of Human Resource Development, are focused towards developing India as a knowledge society. The Department's constant endeavour is to improve and expand education in all sectors, with a view to eliminate disparities in access and lay greater emphasis on the improvement in the quality and relevance of education at all levels. The role of Department, therefore, includes policy formulation, programme implementation, coordination with other stakeholders, knowledge management, research and innovation, creation of intellectual property, training and capacity building, reaching out to disadvantaged sections, women and minorities, in the higher education sector.

Further the Technical Education plays a vital role in human resource development of the country by creating skilled manpower, enhancing industrial productivity and improving the quality of life of its people. Technical Education covers programmes in engineering, technology, management, architecture, town planning, pharmacy, applied arts & crafts, hotel management and catering technology.

1.2 Introduction to the SWAYAM Project

SWAYAM aims at creating a comprehensive and integrated system for enhancing the efficiency and effective education at all levels and especially a transformational change in the mode, pedagogy and style of learning for students.

SWAYAM (Study Webs of Active –Learning for Young Aspiring Minds) PROGRAMME was conceptualized by the Ministry of Human Resource Development (MHRD) in detailed consultation with all stakeholders, including the professors from Central universities, the State universities, the Department of Information Technology (DIT), Government of India and the National Informatics Centre (NIC) etc. It will be implemented as a “Mission Mode Project (MMP)” and will adopt the guidelines of the National e-Governance Plan (NeGP).

MHRD envisages setting up a holistic MOOCs Platform to enable course takers to enroll for a course online and for free of cost, giving increased focus on self-learning initiative as a key activity for our aspiring youths to pursue the right career choice or the learning capabilities so that they join the workforce with better skills for enhancing growth and development. Also the convenience of studying online will provide more opportunities for remote students due to the reach and accessibility of the online platform. SWAYAM is expected to have in excess of 2000 courses from various streams of education disciplines.

The decision to design the web portal to establish a strong online presence providing an industry best user experience to all the stakeholders like course takers, course providers in a single platform and encourage and facilitate an open learning environment. The portal development will adopt the principles of e-Governance, and creation of a nationwide networked infrastructure for evolution of IT-enabled state-of-the-art system for students or course takers. The scope of SWAYAM spans all the territory of India.

MHRD is planning to select a System Integrator (SI) through tendering process that would design, develop, implement and maintain the SWAYAM for a period of three years after Go Live date.

With this background, SWAYAM has been conceptualized as a comprehensive, multi-pronged, transformational project. Key aspects of this project include:

1. Collaborative multi-stakeholder platform.
2. Self-assisted pedagogy and learning methodologies.
3. National framework for education credit exchange based on certified curricula.
4. Helping students developed learning path for skill development.
5. Availability of pedagogy in multiple Indian languages.
6. Industry demand driven availability of the courses.
7. Ensuring a robust and inclusive governance mechanism.

Governance Structure: Considering the project complexity, a robust yet flexible project governance structure is envisaged. For effective implementation and monitoring of SWAYAM, MHRD will form a separate entity to oversee project operations and provide necessary approvals

Purpose of this RFP

Purpose of this RFP is to select a Service Provider for designing, developing, and maintaining the SWAYAM portal. The requirements of the SWAYAM and the scope of work of the Bidder are mentioned in RFP Vol. 2.

1.3 RFP Format

The intent of this RFP is to invite proposals from the Bidders for implementation of an integrated solution for the MHRD.

The Request for Proposal (RFP) consists of three volumes viz.

- RFP Volume 1: Structure of Proposal & Bid Process Specifications

Volume 1 details the instructions with respect to the bid process management, technical evaluation framework, and the technical & financial forms.

- RFP Volume 2: Scope of work including Functional & Technical Specifications

Volume 2 of the RFP provides information regarding the Project Implementation Plan, Business requirements/applications to be covered and corresponding process related documentation, scope of work for the selected bidder and functional requirements.

- RFP Volume 3: Legal Specifications

Volume 3 contains the contractual, legal terms & conditions applicable for the proposed engagement.

1.4 Fact Sheet

Item	Description
Method of Selection	The method of selection is L1. The Contract will be awarded to the bidder having lowest Total Cost of Ownership for the Ministry (to be calculated using Net Present Value, with a discount rate of 10%). Prices exclusive of taxes will be considered for arriving at L1.
Availability of RFP Documents	Download from Central eProcurement portal http://www.eprocure.gov.in/
Date of RFP issuance	21.11.2015
Tender Document fee (Non-Refundable and Not Exempted)	INR 15,000 (INR Fifteen Thousand only) by DD in favour of <i>Pay and Account Officer (Education)</i> , payable at New Delhi
Bid Security/Earnest Money Deposit (EMD)	INR 1,00,00,000 (INR One Crore only) by DD in favour of <i>Pay and Account Officer (Education)</i> , payable at New Delhi or by Bank Guarantee (as per format attached in Section 9.2)
Last date for Submission of Pre-Bid Queries	28.11.2015 All the queries should be received on or before the prescribed date & time, via email with a subject line as follows: “ <i>Pre-Bid queries -<Bidder’s Name></i> ”. The queries should be submitted as per the format prescribed in Section 5. Email: rajusrini@hotmail.com

Item	Description
Pre-Bid Conference Time, Date, & Venue	Date & Time: 02.12.2015, 11 AM Venue: Conference room, C Wing, Shastri Bhawan
Posting of responses to queries by MHRD (on website)	04.12.2015
Last date and time for Bid/Proposal submission (on or before)	15.12.2015, 2 PM
Date and time for Opening of Pre-Qualification Bids.	15.12.2015, 3 PM
Language	Proposals should be submitted in English only.
Bid Validity	Proposals must remain valid up to 180 (One Hundred & Eighty) days from the actual date of submission of the Bid.
Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.
Name and Address for Communication, seeking clarifications & submission of Proposal	Shri R Srinivasan Director, Department of Higher Education Ministry of Human Resource Development, Government of India Room No. 205, C Wing, Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi-110001 Email ID: rajusrini@hotmail.com Phone number: 011 2307 0989

1.5 Definitions/Acronyms

S. No.	Term	Definition
1.	Additional Cost	Additional Cost is the cost asked by MHRD for any resources which might be utilized by MHRD project. The utilization of the cost during the project is the sole discretion of MHRD but the cost will be used for evaluation purpose.
2.	Adverse Effect	Material adverse effect on a) the ability of the Bidder to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of the Agreement for this RFP and/or b) the legal validity, binding nature or enforceability of Agreement for this RFP
3.	Agreement	Master Services Agreement, Service Level Agreement and Non-Disclosure Agreement together with all Articles, Annexure, Schedules and the contents and specifications of the RFP
4.	Applicable Law(s)	Any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project
5.	ATS	Annual Technical Support
6.	Bidder	The use of the term “Bidder” in the RFP means the Single Service Provider or the consortium of firms.
7.	Bid/Proposal	Offer by the Bidder to fulfil the requirement of the MHRD for an agreed price. It shall be a comprehensive technical and commercial response to the RFP
8.	BOM	Bill of Materials
9.	Business critical services Go-Live	As defined in RFP Vol 2
10.	Capital Cost	Capital Cost is the cost incurred by MHRD before the Go-Live of the SWAYAM Portal.

S. No.	Term	Definition
11.	Confidential Information	All information including MHRD Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);
12.	Consortium	The consortium consist of multiple members (not more than 3 parties) entering into a Consortium Agreement for a common objective of satisfying the MHRD requirements & represented by Lead member of the consortium
13.	Control	In relation to any business entity, the power of a person to secure a) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or b) by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person's wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership;
14.	Deliverables	Products, infrastructure and services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFP, Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications;
15.	Effective Date	The date on which the Agreement for this RFP comes into effect;
16.	EMI	Equated Monthly Instalment
17.	EMD	Earnest Money Deposit
18.	FTE	Full Time Equivalent
19.	Gol	Government of India

S. No.	Term	Definition
20.	Insurance Cover	<p>a) Public liability insurance for an insured amount of [INR insert amount] per occurrence and not less than [INR insert amount] in aggregate</p> <p>b) Either professional indemnity or errors and omissions insurance for an insured amount of [INR insert amount] per occurrence and not less than [INR insert amount] in aggregate.</p> <p>c) Product liability for an insured amount of [INR insert amount] per occurrence and not less than [INR insert amount] in aggregate.</p> <p>d) Workers compensation as required by law</p>
21.	Integrated Solution	Software product & services required to satisfy the MHRD requirements
22.	Intellectual Property Rights	All rights in written designs and copyrights, moral rights, rights in databases Pre-existing work including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration);
23.	LOI	Letter of Intent
24.	LOA	Letter of Agreement
25.	Material Breach	A breach by either Party (MHRD or Bidder) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure;
26.	MHRD	Ministry of Human Resource Development
27.	MOOC	Massive Open Online Courses
28.	Month/Week	The Month shall mean calendar month & Week shall mean calendar week
29.	NDA	Non-Disclosure Agreement
30.	OEM	Original Equipment Manufacturer
31.	Operating Cost	Operating Cost is the cost incurred by MHRD after the Go-Live of the Quarterly/Monthly basis.
32.	Parties	MHRD and Bidder for the purposes of this Agreement and “ Party ” shall be interpreted accordingly;
33.	Performance Guarantee (PBG)	Guarantee provided by a Nationalized Bank in favour of the Bidder. (Performance Bank Guarantee)
34.	PO	Purchase Order
35.	Project	Project Implementation and Operations and Maintenance in terms of the Agreement;

S. No.	Term	Definition
36.	Project Implementation	Project Implementation as per the testing standards and acceptance criteria prescribed by MHRD or its nominated agencies;
37.	Replacement Bidder	Any third party that MHRD or its nominated agencies appoint to replace Bidder upon expiry of the Term or termination of this Agreement to undertake the Services or part thereof;
38.	Request for Proposal (RFP)/Tender Document	Written solicitation that conveys to the Bidder, requirements for products/services that the MHRD intends to buy and implement
39.	Required Consents	The consents, waivers, clearances and licenses to use MHRD Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that MHRD or their nominated agencies are required to make available to Bidder pursuant to this Agreement;
40.	Service Level	The level of service and other performance criteria which will apply to the Services delivered by the Bidder;
41.	SLA	Performance and Maintenance SLA executed as part of this Master Service Agreement;
42.	Software	Software designed, developed/customized, tested and deployed by the Bidder for the purposes of the Project and includes the source code along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the third party software products (including the COTS products used for the product), proprietary software components and tools deployed by the Bidder;
43.	SP/SI/SDA	Service Provider or System Implementer or Software Development Agency, used interchangeably
44.	Successful Bidder	The bidder who is qualified & successful in the bidding process and is given the award of Work.
45.	SWAYAM	Study Webs of Active –Learning for Young Aspiring Minds
46.	Third Party Systems	Systems (or any part thereof) in which the Intellectual Property Rights are not owned by Bidder and to which Bidder has been granted a license to use and which are used in the provision of Services;
47.	UAT	User Acceptance Testing

Section 2:

Instruction to Bidders

2 Instruction to Bidders

2.1 General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the MHRD on the basis of this RFP
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of MHRD. Any notification of preferred bidder status by MHRD shall not give rise to any enforceable rights by the Bidder. MHRD may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of MHRD.
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

2.2 Eligible Bidders

Bids may be submitted by either of the following categories of bidders only:

The Bidder can be either a Single System Implementer (SI) or a Consortium of companies/corporations as described below.

Sole Bidder

The Sole Bidder must be a System Integrator company which has the capabilities to deliver the entire scope as mentioned in the RFP. The Sole Bidder cannot be a part of any consortium for this RFP.

Consortium of Firms

Bids can be submitted by a consortium of firms. A consortium should not consist of more than **three parties**. One of the Firms would be designated as a "Lead Bidder". The Lead Bidder would have the sole responsibility of ensuring the delivery of products and services mentioned in all volumes of this RFP. The Lead Bidder would also be responsible for ensuring the successful execution of integrated solution including meeting the SLAs. The list of Consortium Members needs to be declared in the bid which cannot be changed by the bidder later on. Any change in the consortium will lead to disqualification of the Consortium.

The Lead Bidder will be responsible for:

- a) The management of all Consortium Members who are part of the proposal and for the delivery of all products and services in accordance with the contracts; and
- b) The supply, delivery and installation of all products and services submitted in their proposal.
- c) Operating and maintaining the SWAYAM for the time mentioned in the RFP.

Bids submitted by a consortium should comply with the following requirements also:

- a) The Lead Bidder shall be authorized to incur liabilities and receive instructions for and on behalf of any and all consortium members, and the entire execution of the Contract, including payment, shall be done exclusively with the Lead Bidder;
- b) If an application OEM is bidding against the RFP as a Lead Bidder, then another bidder cannot propose the product of that application OEM.
- c) If the application OEM is not bidding against the RFP as a Lead Bidder, then any number of bidders can propose the product of that application OEM.
- d) Any firm which is not a Lead Bidder to this RFP can be a partner in any number of bids submitted against this RFP.
- e) Any of the Lead Bidder cannot also be a Consortium Member with another bidder
- f) Internal arrangement between the Consortium members is left to the bidders. It is the responsibility of the lead Bidder to ensure that all the other Consortium Members in the bid are compliant to all the clauses as mentioned in the bid, failing which bid can be disqualified.

2.3 Bidder to inform

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFP. If bidder shall have any doubt as to the meaning of any portion of these Conditions or of the specifications he shall, before the last date for Submission of Pre-Bid Queries, set forth the particulars thereof, and submit them to MHRD in writing in order that such doubt may be removed.

2.4 Compliant Proposals/Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP;
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - iii. Comply with all requirements as set out within this RFP.

2.5 Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by MHRD facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

MHRD will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.6 Pre-Bid Meeting & Clarifications

2.6.1 Bidders Queries

Any clarification regarding the RFP document and any other item related to this project can be submitted to MHRD as per the submission mode and timelines mentioned in the Fact Sheet. It is necessary that the pre-bid queries should be limited to maximum of 50 distinct queries, and must be submitted in excel sheet format, along with name and details of the organisation submitting the queries.

MHRD shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by MHRD. Further MHRD will reserve the right to issue clarifications.

Bidders must submit their queries as per the format mentioned in Section 5

2.6.2 Responses to Pre-Bid Queries and Issue of Corrigendum

MHRD will organize a pre-bid conference and will respond to any request for clarification or modification of the bidding documents. MHRD will formally respond to the pre-bid queries after the pre-bid conference. No clarification will be entertained after the pre-bid conference.

MHRD will endeavour to provide timely response to all queries. However, MHRD makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does MHRD undertake to answer all the queries that have been posed by the bidders.

Any modifications of the Bidding Documents, which may become necessary as a result of the Pre-Bid Conference, shall be made by MHRD exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment, the bid submission date may be extended at the discretion of MHRD.

Any corrigendum/notification issued by MHRD, subsequent to issue of RFP, shall only be available/hosted on the website URL mentioned in the fact sheet. Any such corrigendum shall be deemed to be incorporated into this RFP.

2.7 RFP Document Fee

RFP can be downloaded from the website URL mentioned in the fact sheet.

Bidders are required to submit the RFP Document Fee (Non-Refundable and Not Exempted) as per the details mentioned in the fact sheet, along with the Proposal.

Proposals received without RFP Document Fee or with inadequate RFP Document fees shall be rejected.

2.8 Earnest Money Deposit (EMD)

Bidders shall submit, along with their Bids, Bid Security (EMD) as per the details mentioned in the fact sheet. Bid security in any other form will not be entertained.

For Unsuccessful bidders: The bid security of all unsuccessful bidders would be refunded without interest by MHRD on finalization of the bid in all respects by the successful bidder.

For Successful bidders: The bid security, for the amount mentioned above, of successful bidder would be returned without interest upon submission of Performance Bank Guarantee by the successful bidder.

The above mentioned refund would be completed within 3 months of the release of the RFP

In case bid is submitted without the bid security then MHRD reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

The EMD may be forfeited in any of the following circumstances:

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

2.9 Bid Validity Period

Bid shall remain valid for the time mentioned in the Fact Sheet.

On completion of the validity period, unless the Bidder withdraws his bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his bid.

2.10 Contents of Bid

The bidder shall submit the following documents.

Document Set	Marked As	Content of Set
One	RFP Document fee & Bid Security/Earnest Money Deposit (EMD)	a) RFP Document Fee b) Bid Security/Earnest Money Deposit (EMD) c) Signed RFP Document d) Signed RFP corrigendum, if any
Two	Pre-Qualification bid/proposal	a) Pre-Qualification bid/Proposal as per Section 6.1 and 6.2 along with the required supporting documents. b) No Deviation Certificate as per Section 6.3 c) Total Responsibility declaration as per Section 6.4
Three	Technical bid/proposal	a) Technical Bid/Proposal b) Response to FRS & TRS c) Masked Commercial bid
Four	Commercial bid/proposal	Commercial Bid/Proposal

All documents must be uploaded on the EProcurement portal.

Please note that Prices should not be indicated in the Pre-Qualification Bid or Technical Bid but should only be indicated in the Commercial Bid.

All the pages of the bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialled by the person (or persons) who sign(s) the proposals.

All pages of the bid shall be initialled and stamped by the person or persons who sign the bid.

Failure to submit bid on time could cause a proposal to be rejected.

MHRD will not accept delivery of bid by fax, e-mail or in person.

2.11 Bid Format

Bidder shall submit their bids in the format mentioned in the following sub-sections. Bids not in the prescribed formats will be liable for rejection.

2.11.1 Pre-Qualification Bid Format

Section No.	Section Heading	Details
Section 1	Pre-Qualification Bid Covering Letter	As per format provided in Section 6.1
Section 2	Pre-Qualification Criteria	Pre-Qualification criteria table as mentioned in Section 3.5 with response and reference against each criteria
Section 3	Consortium Agreement	Copy of the Consortium Agreement with clear roles & responsibilities (only in case of a consortium)
Section 4	Legal Entity	Copy of Certificate of Incorporation Copy of Registration Certificates
Section 5	Sales Turnover	Details of turnover with Documentary Evidence
Section 6	Profitability	Details of profitability with Documentary Evidence
Section 7	Experience in Education/eLearning related Services	Citation detail as per format provided in Section 6.2 with Documentary Evidence
Section 8	Experience in development and maintenance of Portal	Citation detail as per format provided in Section 6.2 with Documentary Evidence
Section 9	Experience in development and maintenance of Contact Centre	Citation detail as per format provided in Section 6.2 with Documentary Evidence
Section 10	CMMi certificate	Valid CMMi certificate
Section 11	Self-certificate for non-blacklisting clause	Documentary Evidence
Section 12	Power of Attorney	Special written power of attorney on a stamp paper authorizing the representative of the bid to sign the bid against this RFP
Section 13	No Deviation Certificate	As per format provided in Section 6.3
Section 14	Total Responsibility Certificate	As per format provided in Section 6.4

2.11.2 Technical Bid Format

Section No.	Section Heading	Details
Section 1	Technical Bid Covering Letter	As per format provided in Section 7.1
Section 2	Checklist	As per format provided in Section 7.2

Section No.	Section Heading	Details
Section 3	About Bidder	<ul style="list-style-type: none"> • Details about bidder (whether solo or consortium) • Bidder's General Information as per format provided in Section 7.3
Section 4	Understanding of MHRD business and Scope of Work	Understanding of MHRD business and Scope of Work
Section 5	Proposed Solution - Solution/Product Experience	<ul style="list-style-type: none"> • Envisaged Solution Architecture • Approach for addressing scalability, performance, availability and security etc. • Bill of Material as per format provided in Section 7.8 • Solution/Product Experience <p>(Bidder can include more sub-sections as seems relevant/fit)</p>
Section 6	Approach and Methodology	<ul style="list-style-type: none"> • Methodology adopted • Project Implementation Approach • Integration Approach • Approach for ensuring SLA compliance • Project Plan as per format provided in Section 7.7 <p>(Bidder can include more sub-sections as seems relevant/fit)</p>

Section No.	Section Heading	Details
Section 7	Bidder's Experience	<p>Experience in development and maintenance of eLearning/MOOC Portal</p> <ul style="list-style-type: none"> Citation 1/2/3 and so on as per format provided in Section 7.4 <p>Experience in development and maintenance of large scale Portals in India</p> <ul style="list-style-type: none"> Citation 1/2/3 and so on as per format provided in Section 7.4 <p>Experience in Government/PSU</p> <ul style="list-style-type: none"> Citation 1/2/3 and so on as per format provided in Section 7.4 <p>Experience in development and maintenance of Contact Centre</p> <ul style="list-style-type: none"> Citation 1/2/3 and so on as per format provided in Section 7.4 <p>Experience in Business Intelligence/Analytics</p> <ul style="list-style-type: none"> Citation 1/2/3 and so on as per format provided in Section 7.4
Section 8	Project Governance	<ul style="list-style-type: none"> Governance structure Resource Deployment Plan as per format provided in Section 7.5 CVs as per format provided in Section 7.6
Annexure I	Consortium Member's Financial Documents	<p>Consortium Member 1</p> <ul style="list-style-type: none"> Documentary Evidence for turnover Documentary Evidence for net worth Certificate of Incorporation <p>Consortium Member 2</p> <ul style="list-style-type: none"> Documentary Evidence for turnover Documentary Evidence for net worth Certificate of Incorporation <p>(For all consortium members)</p>
Annexure II	Documentary Evidence for Solution/Product Experience	
Annexure III	Documentary Evidence for Bidder's experience	
Annexure IV	Manufacturers'/Producers' Authorization Form	As per format provided in Section 7.9
Annexure VI	Masked Commercial Bid	Masked Commercial Bid as per formats provided in Section 8 and its sub sections

2.11.3 Commercial Bid Format

Section No.	Section Heading	Details
Section 1	Commercial Bid Covering Letter	As per format provided in Section 8.1
Section 2	Total Cost of Ownership (TCO)	Total Cost of Ownership (TCO) form as per format provided in Section 8.2
Section 3	Capital Cost	Capital Cost form as per format provided in Section 8.3 along with all the related forms/tables
Section 4	Operating Cost	Operating Cost form as per format provided in Section 8.4 along with all the related forms/tables
Section 5	Additional Cost	Additional Cost form as per format provided in Section 8.5 along with all the related forms/tables

2.12 Commercial Bid

The Bidder must submit the Commercial Bid in the formats specified in Section 8.

Commercial Bids that are less than **30%** of the average bid price (excluding all applicable taxes) will be disqualified (the average bid price is computed by adding all Financial Bid values of ALL the qualified bidders and dividing the same by the number of bidders).

Capital cost components of price quoted for this proposal should not exceed **40%** of total price quoted (excluding all applicable taxes).

2.13 Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

2.14 Authentication of Bids

An authorized representative of the Bidder shall initial all pages of the Pre-Qualification, Technical and Commercial Bids.

Bid should be accompanied by an authorization in the name of the signatory of the Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

2.15 Amendment of Request for Proposal

At any time prior to the deadline for submission of proposals, MHRD, for any reason, may modify the RFP by amendment notified in writing or by fax or email to all bidders who have received this RFP and such amendment shall be binding on them. MHRD, at its discretion, may extend the deadline for the submission of proposals.

MHRD may change the scope after the submission of technical bids by the Bidders. In this case, MHRD will release a corrigendum/clarification and ask the Bidders to resubmit their commercial bids.

2.16 Bid Price

Commercial Bid shall be as per the format provided in Section 8. Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between MHRD and the Bidder.

Bidders shall quote for the entire scope of contract on a “overall responsibility” basis such that the total bid price covers all the Bidder’s obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/services.

Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

2.17 Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Section 6.3. The bids with deviation(s) are liable for rejection.

2.18 Total Responsibility

Bidder should issue a statement undertaking total responsibility for the defect free operation of the proposed solution as per the format mentioned in Section 6.4.

2.19 Late Bids

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.

The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

MHRD shall not be responsible for any postal delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained.

MHRD reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

2.20 Right to Terminate the Process

MHRD may terminate the RFP process at any time and without assigning any reason. MHRD makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by MHRD. The bidder's participation in this process may result MHRD selecting the bidder to engage towards execution of the contract.

2.21 Non-Conforming Proposals

A proposal may be construed as a non-conforming proposal and ineligible for consideration

- a) If it does not comply with the requirements of this RFP.
- b) If a proposal appears to be “canned” presentations of promotional materials that do not follow the format requested in this RFP or do not appear to address the particular requirements of the solution, any such bidders may also be disqualified.

2.22 Acceptance/Rejection of Bids

MHRD reserves the right to reject in full or part, any or all bids without assigning any reason thereof. MHRD reserves the right to assess the Bidder's capabilities and capacity. The decision of MHRD shall be final and binding.

Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested.

Offers not submitted in prescribed manner or submitted after due date and time are liable to rejection.

Both delayed as well as late bids are liable for rejection. Hence, offers reaching within the due date & time in the bid box only will be accepted.

In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, MHRD reserves the right to reject the Bid and forfeit the EMD.

If there is any discrepancy in the commercial bid, it will be dealt as per the following:

- a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of MHRD, the bid is liable to be ignored.

If the Lead Bidder does not meet even one of the Pre-Qualification criteria separately mentioned in Section 0, the Bidder shall be disqualified & the entire Bid shall be rejected.

2.23 Confidentiality

All the material/information sent to the Bidder shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The employees of the successful Lead bidder and Consortium members who were deployed on the project have to furnish a Non-Disclosure Agreement (NDA) as per RFP Vol 3.

2.24 Disqualification

The proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- a) Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- b) During validity of the proposal, or its extended period, if any, the bidder increases its quoted prices.
- c) The bidder's proposal is conditional and has deviations from the terms and conditions of RFP.
- d) Proposal is received in incomplete form.
- e) Proposal is received after due date and time.
- f) Proposal is not accompanied by all the requisite documents.
- g) Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- h) Financial bid is enclosed with the same document as technical bid.
- i) Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- j) In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately.
- k) If any of the Lead Partner is also partner in any other bid, then all the affected bids will be disqualified
- l) If an application OEM is bidding as Lead Partner and the product of that OEM is also proposed in some other bid (s), then all the affected bids will be disqualified

2.25 Key Personnel

MHRD has identified certain key positions and minimum qualifications for each of these positions that should be part of project team of the bidder (hereby referred to as "key personnel"). Details of these key positions are provided in Section 3.6.5.

2.25.1 Initial Composition; Full Time Obligation; Continuity of Personnel

Bidder shall ensure that each member of the Key Personnel devotes substantial working time to perform the services to which that person has been assigned as per the proposal.

Bidder shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the Services during the Term:

- i. unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or
- ii. without MHRD's prior written consent

2.25.2 Evaluations

Bidder shall carry out an evaluation of the performance of each member of the Key Personnel in connection with the Services at least once in each Contract Year. Bidder shall provide reasonable written notice to MHRD of the date of each evaluation of each member of the Key Personnel and MHRD shall be entitled to provide Bidder with input for each such evaluation. Bidder shall promptly provide the results of each evaluation to MHRD, subject to Applicable Law.

2.25.3 Replacement

In case the resource has resigned then the Bidder has to inform MHRD within one week of such resignation.

Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the Key Personnel is not vacant at any point in time during the contract period, subject to reasonable extensions requested by Bidder of MHRD.

Before assigning any replacement member of the Key Personnel to the provision of the Services, Bidder shall provide MHRD with:

- i. a resume, curriculum vitae and any other information about the candidate that is reasonably requested by MHRD ; and
- ii. an opportunity to interview the candidate.

The bidder has to provide replacement resource of equal or better qualification and experience.

If MHRD objects to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative candidate in accordance with this Section.

The bidder has to ensure at least 4 weeks of overlap period in such replacements. MHRD will not be responsible for any knowledge transition to the replacement resource and any impact/escalation of cost because of replacement has to be incurred by the Bidder only.

2.25.4 High Attrition

If in the first 6 month period from the Contract Effective Date or in any rolling 12 months period during the Term, 15 percent or more of the members of the Key Personnel cease or reduce their involvement in the Services for any reason other than with MHRD prior written consent, Bidder shall:

- i. provide MHRD with a reasonably detailed explanation as to the reasons for such change, including, where applicable and permitted, notes from any exit interviews conducted by Bidder with any departing member of the Key Personnel; and
- ii. if such change to Key Personnel has or is likely to have any material adverse impact on the provision of the Services or any substantial part thereof, undertake, at its own costs, such remediation acts as are reasonably necessary in order to improve the retention of the Key Personnel including making reasonable changes to the human resources policies and procedures applicable to the Key Personnel (including those related to compensation, benefits and other conditions so that they are competitive with the market) as may be necessary to ensure that such policies and procedures comply with Good Industry Practice.

2.26 Fraud and Corrupt Practices

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, MHRD shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, MHRD shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to MHRD for, inter alia, time, cost and effort of MHRD, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- b) Without prejudice to the rights of MHRD under Clause above and the rights and remedies which MHRD may have under the LOI or the Agreement, if a Bidder is found by MHRD to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by MHRD during a period of 3 years from the date such Bidder is found by MHRD to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

- c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (i) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of MHRD who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of MHRD, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of MHRD in relation to any matter concerning the Project;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (iii) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - (iv) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by MHRD with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - (v) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.27 Conflict of Interest

- a) A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, MHRD shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to MHRD for, inter alia, the time, cost and effort of MHRD including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to MHRD hereunder or otherwise.
- b) MHRD requires that the bidder provides solutions which at all times hold MHRD’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of MHRD.

- c) Without limiting the generality of the above, an Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- i. the Bidder, its consortium member (the “Member”) or Associates (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - o where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on
 - o a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
 - ii. a constituent of such Bidder is also a constituent of another Bidder; or
 - iii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - iv. such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
 - v. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s’ information about, or to influence the Application of either or each of the other Bidder; or
 - vi. there is a conflict among this and other Systems Implementation/Turnkey solution assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the bidder will depend on the circumstances of each case. While providing software implementation and related solutions to MHRD for this particular assignment, the bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - vii. A firm hired to provide System Integration/Turnkey solutions for the implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;

- d) An Bidder eventually appointed to implement software solutions for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to software solutions delivered to MHRD in continuation of this systems implementation or to any subsequent systems implementation executed for MHRD in accordance with the rules of MHRD.

Section 3:

Selection Process for Bidder

3 Selection Process for Bidder

3.1 Opening of Bids

The Proposals will be opened by MHRD in the presence of such of those Bidders or their representatives who may be present at the time of opening.

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the bidder firms to identify their bonafide for attending the opening of the proposal.

There will be three bid-opening events

- a) Set 1 (RFP Document fee & Bid Security/EMD) and Set 2 (Pre-Qualification bid)
- b) Set 3 (Technical bid)
- c) Set 4 (Commercial bid)

The venue, date and time for opening the Pre-qualification bid are mentioned in the Fact sheet. The date and time for opening of Technical & Commercial bid would be communicated to the qualified bidders.

All the bids will be opened before the bidders' representatives who choose to be present at the specified date, time and location.

The Technical Bids of only those bidders will be opened who clears the Pre-qualification stage.

The Commercial Bids of only those bidders will be opened who score equal to or more than qualifying marks in Technical Bid.

3.2 Preliminary Examination of Bids

MHRD will examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting any criteria specified in the RFP, will be rejected by MHRD and shall not be included for further consideration.

Initial Bid scrutiny will be held and bids will be treated as non-responsive, if bids are:

- Not submitted in format as specified in the RFP document
- Received without the Letter of Authorization (Power of Attorney)
- Found with suppression of details
- With incomplete information, subjective, conditional offers and partial offers submitted
- Submitted without the documents requested
- Non-compliant to any of the clauses mentioned in the RFP
- With lesser validity period

3.3 Clarification on Bids

During the bid evaluation, MHRD may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

3.4 Evaluation Process

MHRD will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders. The Proposal Evaluation Committee constituted by MHRD shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence, may lead to rejection.

The decision of the Proposal Evaluation Committee in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications or conformations on their proposals.

The Proposal Evaluation Committee reserves the right to reject any or all proposals. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

3.4.1 Stage 1: Pre-Qualification

1. MHRD shall validate the Set 1 “RFP Document fee & Bid Security/Earnest Money Deposit (EMD)”.
2. If the contents of the Set 1 are as per requirements, MHRD shall open the “Pre-Qualification Bid”. Each of the Pre-Qualification condition mentioned in Section 0 is MANDATORY. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
3. Bidders would be informed of their qualification/disqualification based on the Pre-Qualification criteria through Email and Phone. The Bid Security amount and the Unopened Technical & Commercial Bids will be returned to the respective disqualified Bidders after the submission of Bank Guarantee by the successful Bidder.

3.4.2 Stage 2: Technical Evaluation

1. Set 3 “Technical bid” will be evaluated only for the bidders who succeed in Stage 1.
2. MHRD will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at MHRD’s discretion.
3. The bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 3.6.
4. Bidders will be asked to give demonstration of the envisaged solution to MHRD as per the demo scripts which will be shared with the Bidders who qualify the Pre-Qualification Stage.

5. Bidders shall present the proposal to MHRD as per the agenda mentioned in Section 3.6.6
6. Each Technical Bid will be assigned a technical score out of a maximum of 1000 marks. Only the bidders who get a Technical score of **70% or more** (prior to normalization) will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.
7. Bidder should also score at least 60% in individual sections of Technical Evaluation as mentioned in Technical Evaluation Framework.
8. The Final Normalized technical score of the Bidder shall be calculated as follows:

Normalized Technical Score of a Bidder = {Technical Score of that Bidder/Score of the Bidder with the highest technical score} X 1000 (adjusted to 2 decimals)

Example:

Bidders	Technical Score	Calculation	Normalized Technical Score
Bidder-1	880	$(880/950)*1000$	926.3
Bidder-2	900	$(900/950)*1000$	947.3
Bidder-3	800	$(800/950)*1000$	842.1
Bidder-4	950	$(950/950)*1000$	1000

3.4.3 Stage 3: Commercial Evaluation

1. All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
2. The commercial bids for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at MHRD's discretion.
3. Commercial Bids that are not meeting the condition mentioned in Section 2.12 shall be liable for rejection.
4. The bidder that has the lowest Total Cost of Ownership (TCO) for MHRD will be awarded the contract. TCO shall be calculated by arriving on the Net Present Value of total cash outflow for contract period using a discount rate of 10%. For the purpose of arriving at L1, prices exclusive of taxes considered.
5. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
6. Any conditional bid would be rejected
7. Errors & Rectification: Arithmetical errors will be rectified on the following basis:
 - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

- b. If there is a discrepancy between words and figures, the amount in words will prevail.

3.5 Pre-Qualification Criteria

The Bidder's pre-qualification bid will be evaluated as per the following criteria:

#	Parameter	Pre-qualification criteria Description	Evidence required
1.	Consortiums	The Bidder can be either a Single entity or a Consortium of companies/corporations In case of a consortium, one of the companies/corporations would be designated as a "Lead Bidder". The consortium should not consist of more than Three parties (Lead Bidder + 2 Consortium members).	Copy of the Consortium Agreement with clear roles & responsibilities (in case of a consortium)
2.	Legal	Sole Bidder/Lead Bidder should be <ul style="list-style-type: none"> ▪ A company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto or a partnership firm registered under LLP Act, 2008. ▪ Registered with the Service Tax Authorities ▪ Should have been operating for the last three years. 	Copy of Certificate of Incorporation Copy of Registration Certificates
3.	Sales Turnover	Sole Bidder/Lead Bidder should have had a turnover of at least INR 300 Crores in each of the last 3 financial years (FY 2012-13, 2013-14, 2014-15) from system integration services, software development & implementation (not including sales of software licenses or hardware) For the purpose of this criterion, turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.	Audited financial statements for the last three financial years. Or Certificate from the Statutory Auditor
4.	Profitability	Sole Bidder/Lead Bidder should be profit making as per the audited consolidated financial statements in the last 3 financial years (FY 2012-13, 2013-14, 2014-15). For the purpose of this criterion, profitability of only the bidding entity will be considered. Profitability of any parent, subsidiary, associated or other related entity will not be considered.	Audited financial statements for the last three financial years. Or Certificate from the Statutory Auditor

#	Parameter	Pre-qualification criteria Description	Evidence required
5.	Experience in Education/Lea rning related Service	The Bidder should have experience of implementing/operating a eLearning platform in India or abroad, having at least 20 lakh web visits during the last three (3) years from the date of submission of bid	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client
6.	Experience in development and maintenance of Portal	The Lead Bidder should have the experience of development, system integration, and maintenance of a web based ICT application/portal implemented in a duration of 3 months , either nation-wide or state-wide in the last 5 years: At least one (1) such project of value more than INR 50 Cr OR At least two (2) such projects of value more than INR 25 Cr each	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client
7.	Experience in development and maintenance of Contact Centre	The Bidder should have experience of managing & operating Contact Centre (either owned or 3rd party) in India having the following capabilities during the last five (5) years from the date of submission of bid: <ul style="list-style-type: none"> ▪ Handling at least 3 languages, excluding English ▪ Handling 12x7 helpline operations 	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client
8.	Certifications	Sole Bidder/Lead Bidder should have valid CMMi certification at the time of submission of bid	Valid CMMi certificate
9.	Blacklisting	Sole Bidder/All Consortium Members should not have been blacklisted by Govt. of India/Central PSU in the last 5 years preceding the date of submission of the bid.	Self-certificate letter undertaking to this effect on company's letter head signed by company's authorized signatory. Sole Bidder/All Consortium Members must disclose any blacklisting. MHRD reserves the right to select or reject the Bidder.
10.	Power of Attorney	Special written power of attorney on a stamp paper authorizing the representative of the bid to sign the bid against this RFP	Special written power of attorney on a stamp paper

All the citations that have to be provided for pre-qualification criteria shall be as per the format provided in Section 6.2.

3.6 Technical Evaluation Framework

The Bidder's technical solution proposed in the Technical Evaluation bid document will be evaluated as per the evaluation criteria mentioned in the following table.

#	Evaluation Criteria	Total Marks	Minimum Qualifying Marks (Cut-off)
1.	Consortium Member(s) Credentials	100	>=60 (60%)
2.	Bidder's Experience	300	>=180 (60%)
3.	Proposed Solution	200	>=120 (60%)
4.	Approach & Methodology	100	>=60 (60%)
5.	Resource Planning	100	>=60 (60%)
6.	Demonstration & Presentation	200	>=120 (60%)
Total		1000	>= 700 (70%)

MHRD (or a nominated party) reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the requisite support must be provided by the Bidder.

The following sections explain how the Bidders will be evaluated on each of the evaluation criteria.

3.6.1 Consortium Member(s) Credentials

#	Criteria	Criteria Details	Marks Allotted
1.	Sales Turnover of consortium members	<p>If the Turnover of all consortium members is greater than INR 100 Crores per annum as per the audited consolidated financial statements for the last 3 financial years preceding the date of submission of bid</p> <ul style="list-style-type: none"> • Above condition fulfilled for all Consortium Partners = 100 • Above condition fulfilled for 2 Consortium Partners = 60 • Above condition fulfilled for 1 Consortium Partner = 0 (Zero) 	100
TOTAL			100

3.6.2 Bidder's Experience

#	Citation	Citation Details	Documentary Evidence	Marks Allotted
1.	Experience in development and maintenance of MOOC/ elearning Portal	<p>Experience of implementing/operating MOOC/elearning Portal with similar functionalities as required in SWAYAM in India serving students across segments during the last five (5) years from the date of submission of bid.</p> <p><i>Number of registered users:</i> >=5 Lakh: 90 >=2.5 Lakh & <5 Lakh:60 >=1 Lakh & <2.5 Lakh:40 <1 Lakh:20</p>	Completion/Implementation certificate from the Customer mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation/go-Live/completion date.	90
2.	Experience in development and maintenance of large scale Portals in India	<p>Experience in development & maintenance of large transaction Portals of comparable scope and magnitude in India</p> <ul style="list-style-type: none"> • citations (atleast 1 should be successfully completed) = 60, • 2 citations (atleast 1 should be successfully completed) = 40, • 1 citation (successfully completed) = 20 	Completion/Implementation certificate from the Customer mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation/go-Live/completion date.	60
3.	Experience in Government/ PSU	<p>Experience in System Integration projects with a contract value of at least INR 50 Cr in Government/PSU Organization in India.</p> <ul style="list-style-type: none"> • 3 citations (atleast 1 should be successfully completed) = 60, • 2 citations (atleast 1 should be successfully completed) = 40, • 1 citation (successfully completed) = 20 	Completion/Implementation certificate from the Customer mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation/go-Live/completion date.	60

#	Citation	Citation Details	Documentary Evidence	Marks Allotted
4.	Experience in development and maintenance of Contact Centre	<p>Experience of managing & operating Call Centre (either owned or 3rd party) having the following capabilities in India:</p> <ul style="list-style-type: none"> - Minimum of 30 seats - Handling at least 3 languages, excluding English - Handling 12x7 operations <ul style="list-style-type: none"> • 3 citations (atleast 1 should be successfully completed) = 60, • 2 citations (atleast 1 should be successfully completed) = 40, • 1 citation (successfully completed) = 20 	<p>Completion/Implementation certificate from the Customer mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation/go-Live/completion date.</p>	60
5.	Experience in Business Intelligence/ Analytics	<p>Experience of at least one project in HR analytics domain</p> <ul style="list-style-type: none"> • 3 citations (atleast 1 should be successfully completed) = 15, • 2 citations (atleast 1 should be successfully completed) = 10, • 1 citation (successfully completed) = 5 <p>Experience in Business Intelligence/Analytics projects in India</p> <ul style="list-style-type: none"> • 3 citations (atleast 1 should be successfully completed) = 15, • 2 citations (atleast 1 should be successfully completed) = 10, • 1 citation (successfully completed) = 5 	<p>Completion/Implementation certificate from the Customer mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation/go-Live/completion date.</p>	30
TOTAL				300

3.6.3 Proposed Solution

#	Citation	Citation Details	Documentary Evidence	Marks Allotted
1.	Solution/Product Experience	Whether the proposed MOOC/eLearning Portal framework/product is deployed and operational <i>Number of registered users:</i> >=5 Lakh: 60 >=2.5 Lakh & <5 Lakh: 45 >=1 Lakh & <2.5 Lakh: 30 <1 Lakh: 15	Completion/Implementation certificate from the Customer mandatorily including: clear reference of broad scope of work undertaken by bidder & date of implementation/go-Live/completion date.	60
2.	Solution Architecture	Solution Architecture (including functional architecture, application architecture, integration architecture, security architecture, & Infrastructure architecture)		100
3.	Tools & Technologies	Tools & Technologies proposed in the solution		40
Total				200

3.6.4 Approach & Methodology

#	Criteria	Criteria Details	Marks Allotted
1.	Understanding of Business & Scope of work and all aspect of the Project	Demonstrated level of understanding of the MHRD business processes, the project purpose and scope of work. <i>Average</i> 3 <i>Good</i> 6 <i>Very Good</i> 8 <i>Excellent</i> 10	10
2.	Approach for Implementation	Approach for project implementation and bidder's plan for performing the required services as detailed in scope of work in the RFP <i>Average</i> 3 <i>Good</i> 6 <i>Very Good</i> 8 <i>Excellent</i> 10	10

#	Criteria	Criteria Details	Marks Allotted
3.	Proposed Project Governance	Proposed Governance Structure, clearly defined roles and responsibilities, escalation matrix, risk mitigation and interface between multiple stakeholders <i>Average</i> 3 <i>Good</i> 6 <i>Very Good</i> 8 <i>Excellent</i> 10	10
4.	Integrating with other platforms	Approach for Integrating with other MOOC/eLearning platforms <i>Average</i> 6 <i>Good</i> 12 <i>Very Good</i> 18 <i>Excellent</i> 20	20
5.	Incorporating Best practices	Approach for embedding industry accepted best practices in MHRD solution <i>Average</i> 6 <i>Good</i> 12 <i>Very Good</i> 18 <i>Excellent</i> 20	20
6.	Setting up & running the Contact Centre	Approach for Setting up & running the Contact Centre, scaling up and down and disaster management <i>Average</i> 3 <i>Good</i> 6 <i>Very Good</i> 8 <i>Excellent</i> 10	10
7.	SLA compliance	Approach for ensuring SLA compliance and also for improving SLAs on a continuous basis <i>Average</i> 3 <i>Good</i> 6 <i>Very Good</i> 8 <i>Excellent</i> 10	10
8.	Value addition	How will the bidder add value to MHRD operations and continuously help in improving the operations through the solution <i>Average</i> 3 <i>Good</i> 6 <i>Very Good</i> 8 <i>Excellent</i> 10	10
TOTAL			100

3.6.5 Resource Planning

#	Criteria	Criteria Details	Marks Allotted
1.	Resource Deployment Plan	Bidder would be evaluated for Resource Deployment Plan <i>Average</i> 15 <i>Good</i> 20 <i>Very Good</i> 30 <i>Excellent</i> 40	40
2.	Project Manager	Should fulfil basic minimum qualification as mentioned in subsequent table in terms of <ul style="list-style-type: none"> ▪ Qualification & Certification ▪ Total experience ▪ Experience in similar assignments 	10
3.	Subject Matter Expert – Education/eLearning/MOOCs		10
4.	Solution Architect		10
5.	Infrastructure Expert		10
6.	Database Expert		10
7.	Analytics Expert		10
TOTAL			100

Following table specifies the minimum qualification required for Key Positions identified for this project.

#	Position	Minimum Qualifications
1.	Project Manager	<ul style="list-style-type: none"> ▪ Education: Full Time MBA/MCA/M. Tech & B. Tech/B.E. from a reputed institute ▪ Total Experience: At least 10 years in IT domain ▪ Should have more than 5 years of experience of handling such large projects as a project manager ▪ Languages known (Read, Write and Speak): Hindi, English ▪ Excellent writing, communication, time management and multi-tasking skills
2.	Subject Matter Expert – Education/eLearning/MOOC	<ul style="list-style-type: none"> ▪ Education: Full time MBA/PGDM ▪ Total Experience: At least 5 years ▪ Should have experience of more than 1 large project of similar nature in Education/eLearning/MOOC domain
3.	Solution Architect	<ul style="list-style-type: none"> ▪ Education: Full time MCA/M. Tech/B. Tech/B.E. from a reputed institute ▪ Total Experience: At least 5 years in IT domain ▪ Should have experience of more than 3 years as Solution Architecture in large projects of similar nature
4.	Infrastructure Expert	<ul style="list-style-type: none"> ▪ Education: Full time MCA/M. Tech/B. Tech/B.E. from a reputed institute ▪ Total Experience: At least 5 years in IT domain ▪ Should have experience of more than 3 years as Infrastructure Expert in large projects of similar nature

#	Position	Minimum Qualifications
5.	Database Expert	<ul style="list-style-type: none"> ▪ Education: Full time MCA/M. Tech/B. Tech/B.E./Certified DBA ▪ Total Experience: At least 5 years in IT domain ▪ Should have experience of more than 3 years as a Database Administrator in large projects of similar nature with experience in database activities like instance tuning, schema management, space management, backup and recovery, disaster recovery, data replication, database refresh etc.
6.	Analytics Expert	<ul style="list-style-type: none"> ▪ Education: Full time MCA/M. Tech/B. Tech/BE ▪ Total Experience: At least 7 years in IT domain ▪ Should have experience of more than 5 years in Data Analytics domain

3.6.6 Demonstration & Presentation

#	Criteria	Criteria Details	Marks Allotted
1.	Demonstration of business processes	Demonstration of business processes as specified by MHRD	150
2.	Presentation		50
TOTAL			200

Section 4: **Award of Contract**

4 Award of Contract

4.1 Notification of Award

MHRD will notify the successful Bidder in writing by e-mail followed by courier, to be confirmed by the Bidder in writing by email followed by courier.

4.2 Signing of Contract

After the notification of award, MHRD will issue Purchase Order (PO)/Letter of Intent (LOI). The Bidder shall sign and return back to MHRD duplicate copy of the Purchase Order as an acceptance of the PO/LOI within 15 working days from the date of issuance of PO/LOI along with a Performance Bank Guarantee.

On receipt of the Performance Bank Guarantee MHRD shall enter into a contract. The Master Service Agreement is provided in RFP Vol 3.

4.3 Performance Bank Guarantee (PBG)

The successful Bidder shall at his own expense deposit with MHRD, within fifteen (15) working days from the date of issuance of PO, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a bank acceptable to MHRD, in the format prescribed in Section 9.1, payable on demand, for the due performance and fulfilment of the contract by the bidder.

This Performance Bank Guarantee will be for an amount equivalent to 10% of total contract value. PBG shall be invoked by MHRD in the event the Bidder:

- i. fails to meet the overall penalty condition as mentioned in RFP Vol 2 Section 6 or any changes agreed between the parties,
- ii. fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of MHRD,
- iii. Misrepresentations of facts/information submitted to MHRD.

The performance bank guarantee shall be valid till satisfactory completion of Post Implementation Support.

The performance bank guarantee may be discharged/returned by MHRD upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

In the event of the Bidder being unable to service the contract for whatever reason, MHRD would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of MHRD under the contract in the matter, the proceeds of the PBG shall be payable to MHRD as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. MHRD shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default.

MHRD shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

In case the project is delayed beyond the project schedule as mentioned in RFP Vol 2, the performance bank guarantee shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFP Vol 2.

This Performance Bank Guarantee shall be valid only up to the completion of the period of 'Go-Live' + 36 months for the Solution.

On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate will be issued and the PBG will be returned to the Bidder.

4.4 Warranty & Maintenance

Bidder shall also provide complete maintenance support for all the proposed integrated solution as outlined in this RFP for a period of Thirty six months from the date of go-live i.e. "Go-Live" + 36 months. "Go-live" is the date on which the proposed solution is completely operational as per the requirements provided in this RFP and all the acceptance tests are successfully concluded to the satisfaction of MHRD.

During the warranty period, the bidder shall warrant that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.

MHRD or designated representatives of the bidder shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to MHRD and within time specified and acceptable to MHRD.

If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, MHRD may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights, which MHRD may have against the bidder under the contract.

During the comprehensive warranty period, the successful bidder will provide all product(s) and documentation updates, patches/fixes, and version upgrades within 15 days of their availability and should carry out installation and make operational the same at no additional cost to MHRD.

The successful bidder hereby warrants MHRD that:

- i. The implemented integrated solution represents a complete, integrated solution meeting all the requirements as outlined in the RFP and further amendments if any, and provides the functionality and performance, as per the terms and conditions specified in the contract.
- ii. The proposed integrated solution will achieve parameters delineated in the technical specification/requirement.
- iii. The successful bidder will be responsible for warranty services from licensors of products included in the systems.
- iv. The successful bidder undertakes to ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty period.

4.5 Failure to agree with the Terms & Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event MHRD may award the contract to the next best value bidder or call for new proposals.

In such a case, MHRD shall invoke the PBG and/or forfeit the EMD.

Annexures

5 Annexure 1 – Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel in the following format.

#	RFP Page No	RFP Section (Name & No.)	Statement as per RFP document	Query by bidder	Reason for Query
1					
2					
3					
4					
5					

6 Annexure 2 – Formats for Submission of the Pre-Qualification Bid

6.1 Pre-Qualification Bid Covering Letter

To,

<Location, Date>

To be filled up

Subject: Submission of the Pre-Qualification bid for SWAYAM Project

Dear Sir,

We, the undersigned, offer to provide Systems Integrator services to MHRD with reference to your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Pre-qualification bid.

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

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

Yours sincerely,

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

6.2 Pre-Qualification Citations

S. No.	Item	Bidder's Response
	Proposed Product/Solution (for which the citation has been provided)	
	Name of Bidder entity (Lead bidder/consortium member with bidder name)	
	Assignment Name	
	Name of Client	
	Country	
	Contact Details (Contact Name, Address, Telephone Number)	
	Approximate Value of the Contract	
	Duration of Assignment (months)	
	Award Date (month/year)	
	Completion Date (month/year)	
	Narrative description of the project	
	Details of Work that defines the scope relevant to the requirement	
	Documentary Evidence attached	

6.3 No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. _____ dated _____. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

6.4 Total Responsibility

This is to certify that I undertake the total responsibility for the defect free operation of the proposed solution as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

7 Annexure 3 – Formats for Submission of the Technical Bid

7.1 Technical Bid Covering Letter

To,
<Location, Date>

Subject: Submission of the Technical bid for SWAYAM Project

Dear Sir,

We, the undersigned, offer to provide System Integrator services to MHRD with reference to your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes Pre-qualification bid, Technical bid and the Commercial Bid in separate documents.

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

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

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

Yours sincerely,

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

7.2 Checklist

S. No.	Checklist Items	Bidder's Response (Yes/No)
1.	RFP Document Fees	
2.	Earnest Money Deposit (EMD)	
3.	Non-blacklisting undertaking	
4.	No Deviation Certificate	
5.	Total Responsibility Certificate	
6.	Manufacturers'/Producers' Authorization Form	
7.	Power of Attorney	
8.	Pre-Qualification Bid	
9.	Technical Bid	
10.	Commercial Bid	

7.3 Bidder's General Information

I. Lead Bidder

Following table shall be filled with the details of Lead Bidder.

S. No.	Item	Bidder's Response
1.	Company Name	
2.	Year Established	
3.	Incorporated in India (Yes or No)	
4.	Role in the Consortium	<Scope of Work to be handled>
5.	Contact Name	
6.	Position	
7.	Address	
8.	Mobile	
9.	Telephone	
10.	Fax Number	
11.	Email Address	

II. Consortium Member(s)

The Bidder should fill the following table for all the Consortium Members separately.

S. No.	Item	Bidder's Response
1.	Company Name	
2.	Year Established	
3.	Incorporated in India (Yes or No)	
4.	Role in the Consortium	
5.	Turnover (INR Crore)	2014-15: 2013-14: 2012-13:
6.	Net Profit (INR Crore)	2014-15: 2013-14: 2012-13:
7.	Contact Name	
8.	Position	
9.	Address	
10.	Mobile	
11.	Telephone	
12.	Fax Number	
13.	Email Address	

7.4 Bidder's Experience - Client Citations

S. No.	Item	Bidder's Response
1.	Proposed Product/Solution <i>(for which the citation has been provided)</i>	
2.	Name of Bidder entity <i>(Lead bidder/consortium member with bidder name)</i>	
3.	Assignment Name	
4.	Name of Client	
5.	Country	
6.	Contact Details <i>(Contact Name, Address, Telephone Number)</i>	
7.	Approximate Value of the Contract	
8.	Duration of Assignment (months)	
9.	Award Date (month/year)	
10.	Completion Date (month/year)	
11.	Narrative description of the project	
12.	Details of Work that defines the scope relevant to the requirement	
13.	Documentary Evidence attached	

7.5 Resource Deployment Plan

I. Before Go-Live (Implementation)

#	Role	Name	Weeks																		Total Staff person - month proposed	Distribution of Total			
			W 1	W 2	W 3	W 4	W 5	W 6	W 7	W 8	W 9	W 10	W 11	W 12	W 13	W 14	W 15	W 16	W 17	W 18		Onsite	Offshore		
1.	Project Manager																								
2.	Subject Matter Expert – Education/eLearning/ MOOC																								
3.	Solution Architect																								
4.	Infrastructure Expert																								
5.	Database Expert																								
6.	Analytics Expert																								
7.	Deputy Project Manager																								
8.	Programmer 1																								
9.	Programmer 2																								
10.	<Add more rows>																								

II. After Go-Live (Support – IT Helpdesk, Application Support, IT Infrastructure Support)

#	Role	Name	Years			
			1	2	3	Total
1.						
2.						
3.						
4.						
5.						

7.6 Curriculum Vitae (CV) of Team Members

S. No.	Item		Bidder's Response	
1.	Name			
2.	Specify role to be played in the project			
3.	Name of Organization			
4.	Number of years with the Current Organization			
5.	Total Experience (in Years)			
6.	Experience in yrs. (Provide details regarding name of organizations worked for, Designation, responsibilities, tenure etc.)			
	Name of Organization	From	To	Designation/ Responsibilities
6.1.				
6.2.				
7.	Summarized professional experience (Relevant to the Current Project) in reverse chronological order			
	From	To	Company/Project/Position/Relevant Functional, Technical and Managerial experience	
7.1.				
7.2.				
8.	Educational Background, Training/Certification including institutions, % of marks, specialization areas etc.			
	Degree	Year of Award of Degree	University	% of marks
8.1.				
8.2.				

7.7 Project Plan

S. no.	Activity	Weeks																	
		W 1	W 2	W 3	W 4	W 5	W 6	W 7	W 8	W 9	W 10	W 11	W 12	W 13	W 14	W 15	W 16	W 17	W 18
1.																			
2.																			
3.																			
4.																			
5.																			
6.																			
7.	<add more rows, if necessary>																		

7.8 Bill of Material (BOM) for the Solution

1. Solution Proposed

#	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)	Version & Year of Release	OEM	Features & Functionalities	O&M Support (Warranty/ATS /: as required as per RFP)	Reference in the Submitted Proposal (Please provide page number/section number/volume)

2. Bill of Material (Software)

#	Item	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)	Unit of Measurement	Number of Licenses (Development Environment)	Number of Licenses (UAT)	Number of Licenses (Training)	Number of Licenses (Data Center Production)	Number of Licenses (DR Site)

3. Bill of Material (Infrastructure)

MHRD will procure infrastructure based on bidder's recommendations.

7.9 Manufacturers'/Producers' Authorization Form

(This form has to be provided by the OEMs of the products proposed)

No.
To,

Date:

Shri R Srinivasan
Director, Department of Higher Education
Ministry of Human Resource Development, Government of India
Room No. 205, C Wing, Shastri Bhawan, Dr. Rajendra Prasad Road,
New Delhi-110001
Email ID: rajusrini@hotmail.com
Phone number: 011 2307 0989

Dear Sir,

Ref: Your RFP Ref: [*] dated [*]

We who are established and reputable manufacturers/producers of _____
having factories/development facilities at (*address of factory/facility*) do hereby authorize M/s
_____ (*Name and address of Agent*) to submit a Bid, and sign the contract with
you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered
by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information
pertaining to the Products manufactured or distributed by the Supplier:

- a) Such Products as the Bank may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and
- b) in the event of termination of production of such Products:
 - (i) advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name)

(Name of Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

8 Annexure 4 – Formats for Submission of the Commercial Bid

8.1 Commercial Bid Covering Letter

To:

Shri R Srinivasan
Director, Department of Higher Education
Ministry of Human Resource Development, Government of India
Room No. 205, C Wing, Shastri Bhawan, Dr. Rajendra Prasad Road,
New Delhi-110001
Email ID: rajusrini@hotmail.com
Phone number: 011 2307 0989

Subject: Submission of the Commercial bid for SWAYAM Project

Dear Sir/Madam,

We, the undersigned, offer to provide the System Integrator Services for SWAYAM Project in accordance with your Request for Proposal dated <<Date>> and our Proposal. Our attached Commercial Bid is for the amount of <<Amount in words and figures>>. This amount is inclusive of all the taxes.

1. Price and Validity

- All the prices mentioned in our bid are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of <days> calendar days from the date of opening of the Bid.
- We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

2. Unit Rates

We have indicated in the relevant forms enclosed the unit rates for the purpose of on account of payment.

3. RFP Pricing

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in RFP documents.

4. Qualifying Data

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

5. Bid Price

We declare that our Bid Price is for the entire scope of the work as specified in all the Volumes of this RFP and Annexure thereto. Our bid prices are mentioned in the submitted Commercial Bid.

6. Performance Bank Guarantee

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the Section 9.1 of this RFP document.

Our Commercial Bid shall be binding upon us subject up to expiration of the validity period of the Proposal, i.e., **[Date]**.

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

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

Thanking you,

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

8.2 Total Cost of Ownership

The bidder must submit BOQ with costing details as required for Section 8.2.2.

In addition, the bidder is required to upload **all** the tables given below in the eProcurement portal

8.2.1 Total Cost of Ownership with taxes

S. No.	Commercial Bid Line Item	Base price in INR	Excise Duty		VAT		CST		Service Tax		Total cost in INR	Total amount in words
			%	Amount	%	Amount	%	Amount	%	Amount		
1.	Application License cost (From Section 8.3.1.1)											
2.	Application Implementation Cost (From Section 8.3.1.2)											
3.	Cloud Hosting and System Software Base Cost (From Section 8.3.2.1)											
4.	Base Cost for System Software Support (From Section 8.4.1.1)											
5.	Annual Support Cost for Applications (From Section 8.4.2)											
6.	Call Centre Cost (From Section 8.4.3)											
7.	Capacity Building Cost (From Section 8.4.4)											
8.	Additional Manpower cost (From Section 8.5.1)											
TOTAL COST (X)												

S. No.	Commercial Bid Line Item	Base price in INR	Excise Duty		VAT		CST		Service Tax		Total cost in INR	Total amount in words
			%	Amount	%	Amount	%	Amount	%	Amount		
8.A	Minimum guaranteed CENVAT credit on account of Service Tax											
8.B	Input Tax credit on account of VAT											
TOTAL Y (8.A + 8.B)												
CONTRACT PRICE (X-Y)												

Note:

- Any existing tax/duty not mentioned here will not be entertained at a later date
- All expenses related to travelling, lodging, boarding and other expenses have to be borne by the Bidder.

8.2.2 Total Cost of Ownership without taxes

This section should match with the price mentioned in the BoQ uploaded on eProcurement portal.

S. No.	Commercial Bid Line Item	Base price in INR	Total amount in words
1.	Application License cost (From Section 8.3.1.1)		
2.	Application Implementation Cost (From Section 8.3.1.2)		
3.	Cloud Hosting and System Software Base Cost (From Section 8.3.2.1)		
4.	Base Cost for System Software Support (From Section 8.4.1.1)		
5.	Annual Support Cost for Applications (From Section 8.4.2)		
6.	Call Centre Cost (From Section 8.4.3)		
7.	Capacity Building Cost (From Section 8.4.4)		
8.	Additional Manpower cost (From Section 8.5.1)		
TOTAL COST without taxes			

8.3 Capital Cost/One time cost

S. No.	Item	Price in INR (A)	Total Amount in Words (B)
1	Total Application Cost (From Section 8.3.1)		
Capital Cost			

8.3.1 Total Application Cost

S. No.	Item	Price in INR (A)	Total Amount in Words (B)
1	Application License Cost (From Section 8.3.1.1)		
2	Application Implementation Cost (From Section 8.3.1.2)		
Total Application Cost			

8.3.1.1 Application License Cost

S. No.	Software Item/Component	Type of License	A	B	C
			Cost Per Unit	No. of Units/Licenses	Capital Cost per Software Item (A * B)
Portal Licenses					
1	<Item 1>				
2	<Item 2>				

S. No.	Software Item/Component	Type of License	A	B	C
			Cost Per Unit	No. of Units/Licenses	Capital Cost per Software Item (A * B)
Engine Licenses					
3	<Item 3>				
4	<Item 4>				
Others					
5	<Item 5>				
6	<Item 6>				
Application License Cost					

8.3.1.2 Application Implementation Cost

S. No.	Item	Price in INR (A)	Total Amount in Words (B)
1	Application Implementation Cost		

8.3.2 Cloud hosting and System Software Cost

8.3.2.1 Cloud hosting and System Software Base cost

Please note that the bidder will only be paid the System Software License cost component as MHRD will provide the VMs. However, the total cost in this section shall be added to Total cost of Ownership for MHRD for evaluation purposes.

S. No.	Layer	No. of VMs (A)	Price per VM (B) INR 4,50,000	VM Cost (C=A*B)	Type of System Software License	No. of licenses (D)	Cost per license (E)	System Software License Cost (F=D*E)
Upto 25 lakh users								
Data Centre								
1	App layer		4,50,000					
2	DB layer		4,50,000					
3	<add more rows>		4,50,000					
Data Recovery								
4	App layer		4,50,000					
5	DB layer		4,50,000					
6	<add more rows>		4,50,000					
Sub Total Cost for Year 1 (Total C and Total F)								<i>Total F <to be paid with Capex></i>
Total for Year 1 (Total C + Total F)								<i><to be added to TCO for L1 calculation></i>

8.3.2.2 Cloud hosting and System Software Incremental Cost

Bidder has to mention the number of VMs and licenses that will be required to support every additional 5 lakh users in the system. Please note that the bidder will only be paid the license cost component as MHRD will provide the VMs. The cost of additional licenses will be paid to the bidder on actuals. The figures mentioned in this section will not be considered for TCO calculations.

S. No.	Layer	No. of VMs (A)	Price per VM (B) INR 4,50,000	VM Cost (C=A*B)	Type of System Software License	No. of licenses (D)	Cost per license (E)	System Software License Cost (F=D*E)
Incremental cost for 5 lakh users, from 25 lakh upto 50 lakh								
Data Centre								
7	App layer		4,50,000					
8	DB layer		4,50,000					
9	<add more rows>		4,50,000					
Data Recovery								
10	App layer		4,50,000					
11	DB layer		4,50,000					
12	<add more rows>		4,50,000					
Incremental cost for 5 lakh users, from 50 lakh upto 1.5 crore								
Data Centre								
13	App layer		4,50,000					
14	DB layer		4,50,000					
15	<add more rows>		4,50,000					
Data Recovery								
16	App layer		4,50,000					
17	DB layer		4,50,000					
18	<add more rows>		4,50,000					
Incremental cost for 5 lakh users, from 1.5 crore and above								
Data Centre								
19	App layer		4,50,000					
20	DB layer		4,50,000					
21	<add more rows>		4,50,000					
Data Recovery								
22	App layer		4,50,000					
23	DB layer		4,50,000					
24	<add more rows>		4,50,000					

Important Note:

1. No. of users = no. of users registered for at least 1 course.
2. For the purpose of estimation, the configuration of VMs may be taken as: 16vCPU, 64GB RAM, 60GB Storage.
3. Out of the total cost calculated in Section 8.3.2.1, bidder will only be paid Total F. This component will be paid as part of Capital Cost.
4. The total cost discovered in Section 8.3.2.1 will be used for calculation of TCO for discovering L1 cost. The cost of Total C will not be paid to the bidder.
5. The Cost discovered in Section 8.3.2.2 will be used as and when user load on the SWAYAM system reaches the specified threshold level.

8.4 Operating Cost/Recurring cost

S. No.	Item	Price in INR (A)	Total Amount in Words (B)
1	Annual Support Cost for System Software (From Section 8.4.1)		
2	Annual Support Cost for Applications (From Section 8.4.2)		
3	Call Centre Cost (From Section 8.4.3)		
4	Capacity Building Cost (From Section 8.4.4)		
Operating Cost			

8.4.1 Annual Support Cost for System Software

The cost mentioned by the bidder in Section 8.4.1.1 will be paid to the bidder. The cost in Section 8.4.1.2 will only be paid based on actual number of users in the system as per details mentioned in Section 8.3.2.2.

8.4.1.1 Base Cost for System Software Support

S. No.	Software Item/Component	AMC for Year I (A)	AMC for Year II (B)	AMC for Year III (C)	Total (A+B+C)
Upto 25 lakh users					
Data Centre (DC)					
	Operating System				
	Performance Monitoring System				
	Database Management System				
	<Please list all proposed System Software and license details for Data				

S. No.	Software Item/Component	AMC for Year I (A)	AMC for Year II (B)	AMC for Year III (C)	Total (A+B+C)
	<i>Centre (DC)></i>				
Disaster Recovery (DR)					
	Operating System				
	Performance Monitoring System				
	Database Management System				
	<i><Please list all proposed System Software and license details for Disaster Recovery (DR)></i>				
Annual Support Cost for System Software					

8.4.1.2 Incremental Cost for System Software Support

S. No.	Software Item/Component	AMC for Year I (A)	AMC for Year II (B)	AMC for Year III (C)	Total (A+B+C)
Incremental cost for 5 lakh users, from 25 lakh upto 50 lakh					
Data Centre (DC)					
	Operating System				
	Performance Monitoring System				
	Database Management System				
	<i><Please list all proposed System Software and license details for Data Centre (DC)></i>				
Disaster Recovery (DR)					
	Operating System				

S. No.	Software Item/Component	AMC for Year I (A)	AMC for Year II (B)	AMC for Year III (C)	Total (A+B+C)
	Performance Monitoring System				
	Database Management System				
	<Please list all proposed System Software and license details for Disaster Recovery (DR)>				
Annual Support Cost for System Software					

S. No.	Software Item/Component	AMC for Year I (A)	AMC for Year II (B)	AMC for Year III (C)	Total (A+B+C)
Incremental cost for 5 lakh users, from 50 lakh upto 1.5 crore					
Data Centre (DC)					
	Operating System				
	Performance Monitoring System				
	Database Management System				
	<Please list all proposed System Software and license details for Data Centre (DC)>				
Disaster Recovery (DR)					
	Operating System				
	Performance Monitoring System				
	Database Management System				
	<Please list all proposed System Software and license details for Disaster Recovery (DR)>				
Annual Support Cost for System Software					

S. No.	Software Item/Component	AMC for Year I (A)	AMC for Year II (B)	AMC for Year III (C)	Total (A+B+C)
Incremental cost for 5 lakh users, from 1.5 crore upto 3 crore					
Data Centre (DC)					
	Operating System				
	Performance Monitoring System				
	Database Management System				
	<Please list all proposed System Software and license details for Data Centre (DC)>				
Disaster Recovery (DR)					
	Operating System				
	Performance Monitoring System				
	Database Management System				
	<Please list all proposed System Software and license details for Disaster Recovery (DR)>				
Annual Support Cost for System Software					

8.4.2 Annual Support Cost for Applications

S. NO.	Software Item/Component	ATS for Year I (A)	ATS for Year II (B)	ATS for Year III (C)	Total (A+B+C)
1.	<Item 1>				
2.	<Item 2>				

3.	<Item 3>				
4.	<Item 4>				
5.	<Item 5>				
6.	<Item 6>				
7.	<Item 7>				
Annual Support Cost for Applications					

8.4.3 Call Centre Cost

S. No.	Cost Element	In INR (A)	Number of seats (B)	Number of months (C)	Total (A * B * C)
1	Per Person Cost Per Month		30	36	
Call Centre Cost					

8.4.4 Capacity Building Cost

S. No.	Cost Element	Unit rate in INR (A)	Number of sessions (B)	Total (A * B)
1	Training cost per session		10	
Capacity Building Cost				

8.5 Additional Cost

S. No.	Item	Price in INR (A)	Total Amount in Words (B)
1.	Additional Manpower cost (From Section 8.5.1)		
Additional Cost			

8.5.1 Additional Manpower cost

MHRD wants the bidder to provide the cost of additional person rate inclusive of travel, boarding and lodging costs. The cost is required for the following types of resources and that cost will be multiplied with the person-days written alongside. The utilization of the cost during the project is the sole discretion of MHRD but the cost will be used for evaluation purpose.

S. No.	Type of Resource	Required education, experience and skill set	Person Days (A)	Rate per day per person or person day Rate in INR (B)	Base Price in INR C=(A)x(B)
1.	Functional Resource	<ul style="list-style-type: none"> Full time MBA/PGDM in related functional domain Average experience should be of 5 years Should have handled at least two assignments of similar nature 	20		
2.	Technical Resource	<ul style="list-style-type: none"> Full time MCA/B. Tech/BE Average experience should be of 5 years Should have handled at least two assignments of similar nature 	60		
3.	Project Management	<ul style="list-style-type: none"> Full time MBA/PGDM Relevant Project Management certifications like PMP/PRINCE2 Average experience should be of 10 years Should have handled at least two assignments of similar nature 	20		
4.	IT Helpdesk Personnel	<ul style="list-style-type: none"> Full time MCA/B. Tech/BE/BCA/BSc (Comp Sc) Should have handled at least two assignments of similar nature 	20		
Total					

9 Annexure 5 – Template for PBG

9.1 Performance Bank Guarantee

PERFORMANCE SECURITY:

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Whereas, <<name of the supplier and address>> (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to MHRD (hereinafter called “the beneficiary”)

And whereas it has been stipulated by 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 its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs.<Insert Value> (Rupees <Insert Value in Words> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. **<Insert Value> (Rupees <Insert Value in Words> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or 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 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.

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

9.2 Bank Guarantee for Earnest Money Deposit

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <<Nodal Agency>>

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

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid

(a) Withdraws his participation from the bid during the period of validity of bid document; or

(b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)

II. This Bank Guarantee shall be valid upto <<insert date>>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date: