

Request for Proposal (RFP)
for
Engagement of an Agency for Procurement &
Implementation of Learning Management System (LMS) and
Development of the e-learning Content for the
Bureau of Indian Standards



Bureau of Indian Standards

Manak Bhavan

9, Bahadur Shah Zafar Marg, New Delhi, Delhi 110002

Reference No.: NITS/TRG./06/2022-23/RFP/01

DISCLAIMER

This Request for Proposal (RFP) is not an offer by the Bureau of Indian Standards (the Bureau), but an invitation to receive electronic proposals or e-bids from interested eligible bidders for “engagement of an agency for Procurement & Implementation of Learning Management System (LMS) and Development of the e-learning content for the Bureau” with the intent of developing an online training platform for the stakeholders of the Bureau like licensees, manufacturers, government officials, experts, public etc.; conducting quizzes, etc.

No contractual obligations whatsoever shall arise from the RFP process unless and until a formal agreement is signed and executed between the Bureau and the Service Provider.

This RFP is being issued with no financial commitment and the Bureau reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the same at any stage.

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Notice Inviting Bids

RFP Reference No.: NITS/TRG./06/2022-23/RFP/01

Date: 26-Dec-2022

Bureau of Indian Standards (the Bureau) invites electronic bid (e-bids) proposals from eligible professional agencies or companies or firms for Procurement & Implementation of Learning Management System (LMS) and Development of the e-learning content for the Bureau.

 <p>मानक: पथप्रदर्शकः</p>	<p>Bureau of Indian Standards Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi - 110002, India Tel : +91 11 23230131, 23233375, 23239402 Fax : +91 11 23234062, 23239399, 23239382 Email : nits@bis.gov.in Website: www.bis.gov.in</p>
Request for Proposal for Engagement of an Agency for Procurement & Implementation of Learning Management System (LMS) and Development of the e-learning content for the Bureau of Indian Standards.	
RFP document fee	There is no RFP document fee
Earnest Money Deposit (EMD)	INR 9 lakh (INR Nine Lakh only) payable through NEFT/RTGS, Insurance Security Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee (including e-Bank Guarantee) drawn in favour of "Bureau of Indian Standards", payable at Noida, valid for 180 days from the bid submission end date.
EMD submission	Original EMD through NEFT/RTGS, Insurance Security Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee (including e-Bank Guarantee) shall be submitted on or before e-Bid submission end date and time (as mentioned below) to the tender issuing authority. Note: Registered MSEs and Start-ups are exempted from payment of EMD as described in clause "10-I" of the bid document.
Bank Account Details for EMD Transfer	<ul style="list-style-type: none"> • Account Holder's Name: Bureau of Indian Standards • Name of Beneficiary's Bank: Bank of India • Address: National Institute of Training for Standardization (NITS), A-20 & 21, Sector – 62, Institutional Area, Noida, UP – 201309 • Beneficiary Bank's IFSC Code: BKID0007122 • Account No. of Beneficiary: 712210100000650 • Beneficiary Bank's NEFT Code: BKID0007122 • PAN No: AAATB0431G • TAN No: MRTB01041F • GST No: 09AAATB0431G278
Date of publishing	26-Dec-2022
e-Bid submission start date and time	26-Dec-2022
Pre-bid queries submission last date	10-Jan-2023 Email: nits@bis.gov.in

Pre-bid meeting date, time and venue	10-Jan-2023 & 1400 hrs Venue: National Institute of Training for Standardization (NITS), A-20 & 21, Sector – 62, Institutional Area, Noida, UP – 201309
e-Bid submission end date and time	25-Jan-2023 & 1400 hrs (Wednesday)
Technical e-bid opening date and time	25-Jan-2023 & 1500 hrs (Wednesday)
Technical presentation cum demonstration date and time	To be communicated to the qualified bidders at the later stage
Financial e-bid opening date and time	To be communicated to the technically qualified bidders at the later stage
Downloading of RFP, corrigendum's, addendums etc.	RFP may be downloaded from: https://gem.gov.in or http://bis.gov.in
Contact person	Sh. Kumar Manish Raja Scientist 'D', NITS National Institute of Training for Standardization (NITS), A-20 & 21, Sector – 62, Institutional Area, Noida, UP – 201309 e-Mail: nits@bis.gov.in Phone: 011-4670234
RFP issuing authority	Director General Bureau of Indian Standards Manak Bhavan, 9 - Bahadur Shah Zafar Marg New Delhi - 110002, India
Bid validity	180 days from the bid submission end date
Performance Security Deposit (PSD)	<p>a. The successful bidder will have to submit Performance Security Deposit (PSD) for Learning Management System (LMS) amounting to 3 % of Table A of the Financial proposal Format (Annexure-VI) of this RFP within one month of award of contract valid for a period of 46 months from the date of award of tender and should be extended on extension of agreement.</p> <p>b. The successful bidder will have to submit Performance Security Deposit (PSD) for Development of e-learning content amounting to 3 % of Table B of the Financial proposal Format (Annexure-VI) within one month of award of contract valid for a period of 15 months from the date of award of tender and should be extended on extension of agreement.</p> <p>The PSD shall be furnished by the selected bidder in the form of Insurance Security Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from a Commercial Bank as per the format provided in this RFP or online payment in an acceptable form.</p>
Assistance to bidders	Any queries relating to the RFP and the terms and conditions contained therein should be addressed to the contact person indicated in the RFP.
<ul style="list-style-type: none"> In case, bidder fails to physically submit the EMD up to the prescribed date and time above, the Bid of the bidder shall be treated as non-responsive and outrightly rejected. 	

Abbreviations

Sr. #	Abbreviation	Meaning
1.	Agency	Bidding company or LLP firm which is participating in the bidding process of this RFP.
2.	Bidder	Bidding company or LLP firm which is participating in the bidding process of this RFP.
3.	BIS	Bureau of Indian Standards
4.	BO	Branch Offices
5.	DD	Demand Draft
6.	EMD	Earnest money deposit
7.	FRS	Functional Requirement Specifications
8.	GeM Portal	Government e Marketplace Portal
9.	GFR	General Financial Rules (Government of India)
10.	Gol	Government of India
11.	GST	Goods & Service Tax
12.	GUI	Graphical User Interface
13.	IT	Information Technology
14.	ITeS	Information Technology enabled Services
15.	LMS	Learning Management System
16.	LoI	Letter of Intent
17.	MSEs	Medium and Small-Scale Enterprises
18.	NIB	Notice Inviting Bids
19.	O&M	Operations and maintenance
20.	PBG	Performance bank guarantee
21.	PSD	Performance security deposit
22.	PSU	Public Sector Undertaking
23.	QCBS	Quality cum Cost-Based Selection
24.	RFP	Request for proposal
25.	RO	Regional Offices
26.	Rs	Indian Rupees
27.	Service Provider	Bidder selected through the bidding process for implementation of the LMS and development of e-learning content
28.	SLA	Service Level Agreement
29.	SRS	Software Requirement Specifications
30.	The Bureau	Bureau of Indian Standards
31.	TRS	Technical Requirement Specification
32.	UAT	User acceptance testing

1. Introduction

“Bureau of Indian Standards (the Bureau) is the National Standard Body of India established under the BIS Act 2016 for the harmonious development of the activities of standardization, conformity assessment and quality assurance of goods, articles, processes, systems and services and for matters connected therewith or incidental thereto.” The Bureau has been providing traceability and tangibility benefits to the national economy in a number of ways – providing safe reliable quality goods; minimizing health hazards to consumers; promoting exports and imports substitute; control over proliferation of varieties etc. through standardization, certification and testing.

Keeping in view, the interest of consumers as well as the industry, the Bureau is involved in various activities as given below:

- A. Standards Formulation
- B. Product Certification Scheme
- C. Compulsory Registration Scheme
- D. Foreign Manufacturers Certification Scheme
- E. Hall Marking Scheme
- F. Laboratory Services
- G. Laboratory Recognition Scheme
- H. Sale of Indian Standards
- I. Consumer Affairs Activities
- J. Promotional Activities
- K. Training Services, National & International level
- L. Information Services

The Bureau has its Headquarters at New Delhi, and its 05 Regional Offices (ROs) are at Kolkata (Eastern), Chennai (Southern), Mumbai (Western), Chandigarh (Northern) and Delhi (Central). Under the Regional Offices are the Branch Offices (BOs) located at Ahmedabad, Bengaluru, Bhopal, Bhubaneswar, Chandigarh, Chennai, Coimbatore, Dehradun, Delhi, Faridabad, Ghaziabad, Guwahati, Haryana, Himachal Pradesh, Hubli, Hyderabad, Jaipur, Jammu Kashmir, Jamshedpur, Kochi, Kolkata, Lucknow, Madurai, Mumbai, Nagpur, Noida, Panipat, Patna, Pune, Raipur, Rajkot, Surat and Vishakhapatnam, which offer various services to the industry and serve as effective link between State Governments, industries, technical institutions, consumer organization etc. of the respective region.

As a means of Capacity Building of the industry, the Bureau is conducting a variety of training programmes in the fields of Standardization, Conformity assessment and testing through its own training institute, the National Institute of Training for Standardization (NITS) located at Noida and through network of Regional & Branch Offices throughout the country.

Lack of technical expertise of the Quality Control Personnel has been pointed out as one of the constraints faced by the Industry while obtaining/operating BIS licenses. This gap is increasing with many new products coming under mandatory BIS certification.

In order to bridge this gap, National Institute of Training for Standardization (NITS), the training arm of the Bureau has been conducting short term Capsule Courses (2-days courses) for Quality control personnel through the Bureau's Branch Offices & recognized laboratories. The courses are currently being conducted offline for the Quality Control Personnel for specific products like Toys, Packaged Drinking Water, Cement & related products, Electric Cables & Conductors, Protective Helmets,

Plywood & related Products, Pumps, helmets, LPG Cylinders, Gas Stoves, etc. based on the concentration of industry in the area where the course is being conducted.

However, keeping in view the requirement of Quality Control Personnel in all parts of the country and realising that it is not possible to cover all targeted personnel through offline mode, the Bureau is planning to impart training through the e-learning/distance mode. In pursuance of its objectives, the Bureau plans to procure a Learning Management System (LMS) for its training portal and develop e-learning content for the product specific Capsule Course Modules for 25 products initially such as currently under the established Indian Standards like Footwear, Toys, Packaged Drinking Water, Cement & related products, Electric Cables & Conductors, Plywood & related Products, Air Conditioners, Pumps, helmets, Gas Stoves, etc. These e-learning mode Capsule Course programmes will further contribute to the national capacity building leading to enhanced Quality Ecosystem in the country

2. Objective

The Bureau is requesting for proposals for engaging a reputed and professional agency with expertise and experience in the field of design, development & implementation of Learning Management System (LMS) and development of e-learning content to cater the business needs of the Bureau which are explained in detailed manner in the subsequent chapters of this RFP.

The Bureau invites proposal from reputed and professional agencies or companies or firms which are capable of designing, developing & implementing Learning Management System (LMS) and e-learning content.

The elaborated description of services is broadly spelt out in the scope of work section of this RFP.

The objective of Procurement & Implementation of Learning Management System (LMS) and development of e-learning Capsule Course content is as follows:

- Bridging the gap between the Technical Skill set of the Quality Control Personnel and Industry requirements.
- National capacity building leading to enhanced Quality Ecosystem in the country
- Reaching the Quality Control Personnel in remote places
- To create BIS's own reservoir of knowledge.
- To facilitate self-education of all the Quality Control Personnel of Industries, Bureau Personnel and other stakeholders.
- To enrich and further develop the subject areas.
- Preparing all Bureau stakeholders including Industries, Government, Consumer Groups, etc to always stay connected in a technology enabled environment and participate in projects and global discussion.

3. Eligibility & Technical Criteria

A. Eligibility Criteria

The following eligibility criterion shall be met by the bidders:

Sr.#	Parameter	Criteria	Documents to be Submitted
1.	Legal Entity	<p>Bidder shall be either</p> <p>a. A company incorporated in India under the Companies Act, 1956 or 2013 and subsequent amendments thereto</p> <p>OR</p> <p>b. An LLP firm registered under Limited Liability Partnership Act, 2008</p> <p>OR</p> <p>c. Partnership firms registered under Indian Partnership Act, 1932</p>	Certificate of Incorporation signed by authorized signatory
2.	Tax Registration	Bidder shall be registered with the GST Authorities in India with active status	GST registration certificates signed by authorized signatory
3.	Common Partners / Subsidiaries	The bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters / management or partnership firms / LLPs having common partners has not participated in the bid process.	Letter of confirmation from bidder
4.	Coverage of all features mentioned in RFP	The bidder to provide an undertaking on his letter head that all the technical features highlighted as part of RFP Scope are covered in totality in the proposal submitted by the bidder.	Letter of confirmation from bidder
5.	Turnover	Bidder should have an average Turnover of INR 10 crore from the business of delivery & implementing Learning Management System (LMS) and e-learning content development	Certificate by a Chartered Accountant (CA)

		in last three Financial Years i.e., 19-20, 20-21, 21-22	
6.	Experience	Bidder shall have been in the business of delivery & implementing Learning Management System (LMS) and e-learning content development for at least last three (3) years i.e., 19-20, 20-21, 21-22 with experience of successful implementation of at least one project with project value not less than INR 3 Crore or two projects with each project value not less than INR 1.5 Crore during last 3 years i.e., 19-20, 20-21, 21-22.	Work Order with Completion or Phase Completion Certificates from the client OR Work order with CA certificate OR Work order with self-certificate or letter of undertaking on bidder's letterhead signed by bidder's authorized signatory
7.	OEM / OSD	The bidder should be the Original Equipment Manufacturer / Original Solution Developer (OEM /OSD) / Authorised Partner/Representative in India.	The bidder on their company's letter head shall provide self-declaration about OEM status. In case of authorized representative, MAF from OEM as per Annexure XVI in their letter Head needs to be provided.
8.	Blacklisting	Bidder shall not have been blacklisted or debarred from tendering for corrupt or fraudulent practices or non-delivery, non-performance by Govt. of India or any State Government or any Central or State PSU at the time of bid submission date.	Undertaking on bidder 's letterhead signed by bidder's authorized signatory (Annexure XV)
9.	Compliance to GFR rule 144 (xi)	Any bidder from the country which shares a land border with India will be eligible to bid in this RFP only if the bidder is registered with the Competent Authority	Certificate (Annexure-XIV) on bidder's letterhead signed by bidder's authorized signatory
10.	Board resolution or Power of attorney	A board resolution OR power of attorney authorizing the signatory for executing the bid.	Board resolution OR Power of attorney with supporting documents
11.	Office in Delhi / NCR	The bidder should have Support Center / authorized office in Delhi / NCR.	Undertaking to be submitted

B. Technical Criteria

The technical evaluation of the bids shall be as per the following criteria:

Sr.#	Criteria	Documents Required	Max. Marks
1.	Experience of successfully executing project(s) involving Delivery & Implementation of Learning Management System (LMS) and development of e-learning content including requirement study, SRS preparation, implementation and go-live on turnkey basis within India in last 5 years i.e., 17-18,18-19,19-20, 20-21, 21-22 as on date of submission of bid: a. 1 project – 5 marks b. 2 projects – 10 marks c. 3 projects – 15 marks d. 4 projects – 20 marks	Proof of implementation: Work order with client certificate OR Work order with CA certificate	20
2.	Experience of successfully executing project(s) involving Delivery & Implementation of Learning Management System (LMS) and development of e-learning content with operations & maintenance services within India in last 5 years i.e., 17-18,18-19,19-20, 20-21, 21-22 as on date of submission of bid. a. 1 project – 5 marks b. 2 projects – 10 marks c. 3 projects – 15 marks d. Additional 5 marks to be provided in case of Government projects	OR Work order with Self-certificate or Letter of Undertaking on bidder's letterhead signed by bidder's authorized signatory.	20
3.	Certification • Bidder is CMMi Level 3 or above certified a. CMMi Level 3 – 3 marks b. CMMi Level 4 – 5 marks c. CMMi Level 5 – 7 marks • Bidder is ISO 20000 certified – 3 marks	Copy of valid certificate(s)	10
4.	Technical presentation cum demonstration involving:	Marks distribution:	30

	<ul style="list-style-type: none"> • Understanding of Scope of Work • Approach for the proposed solution • Demonstration of the proposed solution including: <ul style="list-style-type: none"> ○ Performance and capability to handle complex requirements ○ Technology features and capabilities ○ Reporting and analytics dashboard • Post implementation support including <ul style="list-style-type: none"> ○ Upgradation or enhancement mechanism ○ Failure or error handling mechanism and timelines ○ Change request or the Bureau query handling mechanism ○ Escalation mechanism 	<ul style="list-style-type: none"> • Understanding of Scope of work (10 marks) • Approach & Demonstration of the proposed solution (10 marks) • Post implementation support (10 marks) 	
5.	<p>Product Demo: Demonstration of in-depth understanding of the project's technical and functional requirements.</p> <p>e-learning content Demo: Samples of e-learning content developed by the developer for other clients/for showcasing their work to prospective clients (separate sheets with snapshots may be attached or a CD containing these samples may be given). Also give 10 minutes contents with machine audio as Proof of Concept (PoC) on the topic to be given by the Bureau.</p>	<p>Product Demo (10 marks)</p> <p>e-learning Content Demo (10 marks)</p>	20
6.	Total Marks		100

Note:

- Bidders shall submit Original OEM or Manufacturers Authorization Form (MAF) wherever applicable along with technical bid
- For a particular Solution, only the OEM or its authorized representative can bid. If both the OEM and its authorized representative bid for the same Solution, both the bids will be rejected.
- If any Solution of Principal / Original Equipment Manufacturer (OEM) is being quoted in the tender, the OEM Company cannot bid for any other OEM's product.
- Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected. Bidder is

required to arrange for a Demo of their offered Solution at location as per the Bureau's discretion, within 7 working days from the receipt of such communication from the Bureau.

- Commercial Bids of only those bidders shall be opened who secures minimum 60 % in the Technical evaluation.
- Technical Evaluation will be done by the Bureau Technical evaluation committee and the decision of the committee will be final.
- Bidders to submit relevant documentary evidence for all parameters mentioned.
- Providing any wrong information by the bidder will result in disqualification of the bidder. The Bureau may cross check above parameters by any means / during site visit.

4. Functional Requirements Specifications (FRS)

A. Functional requirements of the Learning Management System (LMS) and the Capsule Course e-learning content are as following:

The functional requirement specifications stated below are the indicative features which the Learning Management System (LMS) and the Capsule Course e-learning content shall have. The Service Provider shall develop detailed Software Requirement Specifications (SRS) and design the solution which shall be based on its own independent study. The Service Provider shall be required to coordinate with the Bureau for the detailed study and preparation of SRS document. The SRS document may have all or some of the features mentioned in this indicative FRS:

Sr. #	Requirement	
1.	Learning Management System (LMS)	
	1	General features and compatibility
	1	The solution should be flexible, modular and expandable to accommodate future up-gradation and modifications with fully optimized in regard to application and DB also.
	2	Open-Source application/Software so that any change in existing functionality can be carried by the Bureau Team as per requirement.
	3	Application/Software should be compatible at Web (PC and Mobile browser compatibility) and Mobile App (Android and iPhone) Web
	4	System should be compatible for Minimum 500 SCORM user concurrency and 5000 assessment concurrencies. At a time both concurrencies should be available.
	5	The software must be Bilingual (Hindi and English) with language selection option at learner or student or administrator end
	6	Ability to track progress along a path or plan (i.e., via the LMS)
	7	Can manage a blended learning Environment (i.e., tracks online course, classroom/ILT, physical materials, events, etc.)
	8	Support for setting event-based notifications and time-based reminders, bookmark pages for viewing and support for thumbnails and direct page level access within a document should be possible.
	9	Search Engine Facility should be there. The search engine should also search from content.
	10	The LMS Software administrator can also create a course by directly importing a standard-based e- learning course.
	11	System should facilitate tracking of completed e-learning based on marks/credit score/rewards/credit hours assigned to each node/course/ program/ part of course/ sub part of course etc.
	2	Management Information
	1	Enrolment of any user not earlier enrolled should be made through API between LMS and the Bureau system on web, App, internet and intranet.
	2	Manual enrolment of any user should be allowed at administrator level with an option to provide random password as per option of administrator

			whenever required with maker-checker concept. The manual user enrolment should have functionality to upload user data through Excel, csv, text files with an option to upload random passwords with maker-checker concept.
		3	An option should be available on first login by the user, system should prompt to change password of the user as desired by Administrator.
		4	Configurable password validation rules should be available with Administrator like password should contain capital letter, small letter, numeric, special character, password length etc
		5	Administrator should have an option to make Captcha on login or various pages as per requirement. Captcha can be in text or image and/or both.
		6	Administrator/authorized user/training coordinator should be able to Limit enrolment, cuts off registrations based on capacity and other business logic.
		7	Should have the facility of automated conflict checking to prevent cross enrolments
		8	Support bulk registration and/or required learning plans for new hires through uploading from front end of admin users as well as back-end process.
		9	Manages scheduling and conflict checking of curriculum, courses, classes and sessions including classroom trainings, location, holidays, etc.
		10	It should be a strategic solution for planning, delivering, and managing all learning events within an organization, including online assessment and instructor-led courses.
		11	System should manage users, roles, courses, instructors, and facilities and generate reports
		12	System to have functionality of Training plan/calendar and related reports with scope of personalization.
		13	User enrolment both individual group/batch and approval by authorized person.
		14	Solution to have capability of Planning tools to identify skill gaps at departmental and individual level and view skill training requirements for specific job, organization etc (Artificial Intelligence), based on employee related data available in our system
	3	Interfacing provisions / Interoperability with other key systems	
		1	LMS solution should have readily available connectors/interfaces/integrating utilities for integrating components. Interface with SMS Trigger point /Email Trigger point.
		2	Integration with 3rd party LCMS and Content Authorizing tool.
	4	Audit Trail	
		1	Privilege user/System Administration /DBA Activity Logs:- Logs that provide details of activities undertaken by the Super users / system administrators / DBA / administrators etc which may include creation of users, modification of user rights, reset passwords, change in database structure, change in database from backend and Change in application configuration/code, changes in OS configuration/ version etc.

		2	User Activity:- Logs provide details of activity undertaken by general users. These may include access to application, access to particular module / service, details of other activities in applications etc.
		3	System:- Logs provide details of auto events/intermediary events/changes in system including enabling/ disabling services or access, system receiving patches, version changes, change in system health etc.
	5	Access Control and authorization	
		1	Option of Restriction of users on the website or mobile app or both at any time, based on various parameters such as Organizational structure, group, batch etc.
		2	Only authorized users should be allowed to edit or delete E-Learning course or documents from Content repository.
		3	The System can have login integrated with the domain authentication already existing in the organization. In this case, once the Users log into their network, they can access the system without having to re-authenticate.
	6	Import/Export Data, Reporting, Data Extraction, Analytics	
		1	Ability to print summary and detailed training records of individual learners.
		2	Ability to customize reports e.g. specify date ranges, time frames, training length, requirements profiles for specific classes, and other custom features and save selected settings as a template without third party Reporting tools.
		3	Ability to export report data (i.e. to Excel, HTML, text, pdf, csv via web browser and Mobile App
		4	Ability to manage/view/print training completion status.
		5	Ability of learners to print, view training history, certifications etc.
		6	MIS of the rating to course, program, node, sub node, part of course, sub part of course should be available in report and dashboard of Administrator/ user with usage data.
		7	Should provide various MIS as per the requirement finalized during Gap analysis phase without any extra cost.
	7	Communication- SMS / Email Integration	
		1	The system should have the provision of sending automatic email notification of schedule changes, cancellations etc. to all concerned. The notification to each activity should be transmitted using SMTP gateway. The notification may also be sent for blended learning for any change in the program /course/node/sub node etc.
		2	Email and SMS trigger point should have auto process on different event with an option to manual push functionality at admin end.
		3	Forgot password tool should be available through Email, SMS or both as per requirement.
	8	Content Management	
		1	Option of Content of any course, program, node, sub node should be replaced with or without affecting the progress of user/learner/student.
		2	Solution must conform to latest Sharable Content Object Reference Model (SCORM) standards and the solution must be capable of being ported for

			(SCORM1.2, SCORM 1.3 or higher) as well as non-SCORM standards
		3	It must support access to repositories and workflow functionality over LAN, Internet and our intranet (WAN) (On Web and Mobile App-Android and iPhone)
	9	Course Building	
		1	Dependency should be available on interprogram, internode, intersub node, course to course, interpart of course, intersub part of course with child to parent and parent to child.
		2	Learner/student/user dashboard should contain credit hours in following manner/Sequence: Year(with drop down to select year), Credit hours required (for the selected year) , & credit hours earned (In the selected year). This can be made visible at dashboard where users name and role appear.
		3	The above credit hours data should be synced to our system through API.
		4	Automatic email to Management where courses has not been attended or completed.
		5	Access to course catalogue should be manageable based on Users profile.
		6	Ability to attach files and notification to courses
		7	Authorized users should be able to create courses and assign content author for creating of course.
		8	The system should have the feature of storing documents in word/pdf/excel/html/asp/jsp and any other format specified in this document or any other portable format. The documents can only be viewed after proper authentication. It should be protected with proper security measures.
		9	System should have the capability to arrange/organize E-Learning contents and/or documents in catalogue.
		10	There has to be a functionality to create subfolder or sub category under the catalogue.
		11	Features for publishing course with nodes, sub nodes containing SCORM Content, PDF, Assessments, Doc, DOCX, Xls, xlsx, HTML, JPEG, GIF, BMP, TIFF, PNG, JPG, PPT, PPTX ,ZIP,RAR,MP3, WAV, AIFF, WMA, AVI,MP4,Flash Video, FLV, SWF, txt or any other latest format available in market for audio/video/text/documents etc.
		12	Ability to set deadlines for individual task assignments. Deadlines can also be different for Web access and Mobile App.
		13	Ability to set deadlines for completion of entire learning path or plan. Deadlines may also be different or same as required for Web access and Mobile App
	10	Assessments, Exams & Quizzes	
		1	There should be a provision to create Global Question bank.
		2	A quiz can have questions derived from multiple question banks, to which the faculty has access on the basis of tagging and/or levelling.

		3	The entire question bank in the database is encrypted so that there is no tampering as well as unauthorized access by anybody including the system administrators.
		4	<p>System should support following types of questions:</p> <ul style="list-style-type: none"> • True and False • Multiple Choice Questions • Multiple response questions choices (with single or multiple right answers) • Match the column • Fill in the blanks • Brief answers • Descriptive Answers (System should maintain login session if user is typing, should not log out in between of typing) • Question Groups • Survey type questions
		5	<p>Every question can also have the following characteristics:</p> <ul style="list-style-type: none"> • The question can be pasted from MS document like Word Excel to preserve formatting, if so desired. Mathematical symbols can be added to a question with ease • Any type of file (Image, Audio, Video, Office Documents, etc) can be uploaded as a part of the question. Keywords and descriptions allow you to search the questions. • Individual time per question, difficulty level (scale of 1-5), and marks per question can be specified. • Randomization of questions and answers should be available with an additional option to or not to randomize answers on question to question basis or level or Group basis. Bulk Uploading of text format, CSV, Excel format Question papers should be available with bilingual support. • Sub Sections should also be created in the Question paper with randomization in sub sections only as described above. Individual max marks should be assigned to sub sections, switch over from one sub section to other sub section having an option to allow or not to allow, defined at administrator level.
		6	<p>Test/Quiz/Assessment should contain also contain following Constraints (Should be available with toggle buttons to allow or not to allow) :</p> <ul style="list-style-type: none"> • Reattempt – allow reattempt or not, with no. of attempts. • Training Mode – Where user can access question answer simultaneously. • Restoration – If user logs out, option to resume, where he left

			<ul style="list-style-type: none"> • Auto submission - Should submit assessment on completion of Duration test. • Timer: Timer should be available on the paper. • Flagging: Navigation flagging should be available to navigate from any question to any question for sub section part also. • Review Mode: After finally submission of test paper, system should allow to review question paper if allowed by administrator. • Feedback Screen: On submission system should prompt question with answer report on the screen of user if administrator allowed for the same. • Negative Marking with negative marking percentage: One toggle button to enable or disable the same. • Test & Marked Astros with marks obtained to reattempt or improvements
		7	While accessing Question paper/test/assessment, admin should be able to restrict user to use another screen or window. Should also restrict use of mouse and/or keyboard.
		8	A dashboard and report should be available at Administrator level for individual question paper, sub sections of question papers, course, node, sub node, sub part of any course like total candidates assigned, logged in, not logged in, not started, started, completed.
		9	Report card visibility of any assessment and learned activity report should have a toggle button to switch on and off at administrator level so as to on and off visibility at learner or student end on Web or Mobile App or both.
		10	Separate and quick access for Test/Quiz. While accessing any of quiz/test/assessment administrator should have facility to restrict visibility any other courses/ node / sub-nodes/ test/ quiz/ assessment / assigned to learner / student etc.
		11	Test/Quiz/Assessment should be having an option to upload answers on completion of the quiz also with encrypted keys.
		12	Should be able to assign Quiz time.
		13	Formatting capabilities should also be available for question text
		14	Should be able to re-visit the attempted questions.
		15	Should have facility to assign maximum number of attempts with the quiz
		16	Should have the facility to display correct answers for the incorrectly answered questions after examinee has finished with an option as desired by administrator
		17	The total grade of a trainee for the course can be calculated based on specified formula defined by the instructor/administrator.

		18	Should be able to generate question paper from multiple topics based on weightage/level.
		19	Administrator should have option to provide report card/ activity report to user with answered/marked options with or without answers or with complete answer sheet with correct answers.
	11	Administrative Needs	
		1	Administrator should have rights to manage entire Application. The Administrator can assign other users' roles like administrator with limited access in regard to links, sub links, hierarchical and organizational structure, learner, author, instructor, training head, training coordinator, training manager, report generation, MIS Dashboard etc. This role can also be made universal and applied to the entire application or selected modules or geographical area or organizational structure etc.
		2	The Admin should have the right to define access rights to various roles and the links, sub links should be 100% customizable as per the roles.
		3	Administrator should be able to design (Add/delete/modify) dashboard/dash lets of any specific user/learner/student/group/role/all users and/ or on the basis of organizational structure.
		4	Administrator should be able to Add/delete/modify Notice board for specific user/ learner/student/ group/ role/all users and/ or on the basis of organizational structure.
	12	Roles and Permissions	
		1	Application should support role mapping as per hierarchy of organizational structure or random with multiple managers/ instructors/ higher authorities.
		2	Mapping of Users/learner/student to multiple managers on the basis of roles/groups /randomly /organizational structure for checking of activities of the users and culling out MIS for the users mapped under the manager.
		3	System should allow to define 'Roles' or 'Functionality Specific Grouping' that will give the ability to create virtual groups. Some of the examples of such groups could be 'Faculty', 'Employees', 'Quiz Administers', 'Reports Generators', 'Data Entry Operators', etc. Group may be created manually through uploading process or may be created through organizational structure automatically.
		4	System should sync the group automatically according to organizational structure where groups are created on the basis of organizational structure.
		5	User/Learner/Student should also have option to create its own repository in his user only. Sharing option of repository content should be available with the user. However, moderation process on sharing should be there,

			Administrator should be able to provide the option to user/group/role that sharing is allowed by the user/ users of the group/ users having roles.
		6	Features for marking and assigning trainings/courses/curriculum as Mandatory, Optional, recommended, for groups or individuals.
	13	Certification	
		1	The system should support ability to set and track certifications (one time and periodic), Email Trigger point for certificate to be sent to Higher authorities for the student or learner under their administrative control as per organizational structure with an attachment of the certificate, if required. Push and pull facility of certificate should be in place through uploading process from excel, csv and backend.
		2	The system should have the provision of controlling behaviour of certifications such as enable/disable certification and recertification.
	14	Payment Module	
		1	The system should include a Payment Module for payment of fees.
		2	The system should also be able to generate authentic payment acknowledgement using Payment Gateway.
		3	The system should also be able to support a refund mechanism.
	15	Additional Features	
		1	Detail/description of any Additional features of the offered solution, that the bidder may provide, without any extra cost to the Bureau, may be submitted separately.
2. Design & Development of Capsule Course e-learning content.			
	1	General Requirements	
		1	Development of interactive e-course content with features like interactive games/ graphics. Should be SCORM compliant (SCORM 1.2, SCORM 1.3 and Latest versions of SCORM)
		2	Content to be developed in Adobe Captivate/Articulate or any available latest authoring tool with mix of simulation/animation etc with learning tracking facility.
		3	The content should be multi-lingual (Hindi, English etc) with language selection option at learner or student end.
		4	Accessibility for Divyangjan should be available in content for screen reader having multi-lingual synthesizers: Eloquence and Vocalizer Expressive for Internationally accepted tools like JAWS etc and Section 508 of the Rehabilitation Act of 1973 compliant.
		5	Audio in mechanical (Indian Voice/Accent/Dialect) or Human Voice (Indian Voice/Accent/Dialect) as per requirements.
	2	Course functionality	

		1	A “fast track” option for users that allows the user to have a quick overview of the course.
		2	A “deep dive” option that allows the user to go through each module in detail
		3	Content should be developed with an option to convert Video of the Content into PPT so as to support lower bandwidth.
		4	Content buffering should be on first page/slide only. Content should be compatible for all platforms (Web, App, Internet, Intranet).
		5	Content of App should have the facility of Zoom in-out, Change Orientation, auto slider etc.
		6	Content Management should support content editing.
		7	Ability to search across pages and courses
		8	Bookmark pages for viewing and support for thumbnails and direct page level access within a document should be possible.
	3	Development of Digital Content, Transcripts of course modules and sessions	
		1	Complete end to end content development and regular updating of the content of the course for all subjects (Refer Annexure “XVII” for list of subjects). It involves Scripting/Shooting/Editing of the Videos.
		2	Visit and interact with the Bureau’s Technical Department, Certification Departments, laboratories, Training Department and other related departments to understand the requirements related to content of online Capsule Course based on the training programs currently running and provide detailed implementation plan in accordance to the Bureau’s objective requirement.
		3	Consultation with the Bureau and NITS to identify suitable Instructor led Course material and other source materials for conversion to fully online capsule courses
		4	Understand the target audience for these courses and define suitable instructional design models & methodologies to ensure learning
		5	Engage with Subject Matter Experts to develop a clear understanding to achieve the desired learning goals and outcomes.
		6	The structure and the lesson plan along with the duration for each module/course shall be shared with the Service Provider and the Service Provider shall submit “Story Board” for each of the courses to the Bureau and have it approved before commencing the development.
		7	The e-content for each subject should be around 04-05 hours duration. These 04 hours should preferably be prepared in small chunks of around 10-15 minutes each. The content can be a mix of case studies, animations, lectures by an expert, white board etc. subject to the approval of the Bureau.

		8	As and when required, the Service Provider would participate in meetings and discussions with the Bureau, NITS and other stakeholders towards the development of the course. The content developed/updated must be approved by the Bureau before finalization.
	4	Video and Digital content for interactivity	
		1	It is expected that the Service Provider will add features like relevant case studies to develop deeper understanding on the topic, videos/animation to better depict the complex topics.
		2	Videos to be developed to demonstrate methods of Testing as part of the course modules to provide better understanding of the testing methods.
		3	Case studies to be developed as part of the courses/modules in order to activate critical thinking among trainees and promote case-based learning.
		4	The e-content including the lecture videos, assessments, practical demonstrations, etc. are to be made self-paced.
		5	Content is envisaged to be highly interactive and engaging through assessments and quizzes embedded in learning material.
	5	Assessments	
		1	A series of short assessment must be placed at the end of each learning sub-module/module and a final assessment after the completion of the course.
		2	Assessments are required to be prepared with complete answers and explanations for different topics/concepts within chapters. Assessments may also be provided at the end of the chapters with complete answers and explanations.
	6	Structure and Platform	
		1	The entire content should have proper TOC with sub and sub -sub topics.
		2	All courses would have human voice overs, wherever applicable, of a very good quality.
		3	All Courses should have a user interface which is compatible for easy access through web-browser on laptop/computers and also on handheld devices.
		4	Courses should be architected in such a manner that it is easy for conversion to major Indian languages in the future.
		5	The content must be developed in a format that is Open Source and SCORM (Sharable Content Object Reference Model) compliant.
		6	No watermark, logo of any kind should be the part of e-Content that advertises the developing agency/agencies. If found the re-work shall be done by the Service Provider to remove any such traces and this needs to be done in the project time frame.
		7	The Bureau will have full rights to use the e-Contents / e- learning programme modules.

B. SMS and e-Mail

The LMS platform shall enable sharing various information or updates with stakeholders or participants through e-Mail or SMS automatically as well as manually as per the requirements of the Bureau.

C. Languages

The LMS should be bilingual to support Hindi and English languages. If required, the Bureau may request to enable more (regional) languages in due course of time.

D. Content Development Standards

The Bidder should follow the industry best practices and guidelines relating to Design, Naming Conventions, File organisation (size & type etc), Functional Requirements, Content formation, Content presentation and placement of objects etc.

The Bureau will prefer that as required by the subject and as directed by the Bureau the modules and lesson structure should comply with one of the levels of user interaction I, II and III as detailed below:

L1	L2	L3
Knowledge provided in linear format, one idea after another Use of Scenarios as analogies and basic animations Case Study, simulations and game-based learning	Use of Scenarios as analogies and basic animations	Case Study, simulations and game-based learning
Simple slides / 2-D graphics, and standard GUI	2-D graphics, animation and option of audio narrative	Advanced simulations, Audio and video.
Engagement achieved through click only	Engagement achieved through point and click, drag/drop etc.	Highly interactive and engaging like games, e learning etc
The Bureau is considering 100-120 hours of e-Learning Content Development in one year for various subjects of the Capsule Course		

E. Content Development Methodology

Various steps involved in the e-learning content development for the Capsule Courses are as follows:

Step-I: Raw Content will be provided by the Bureau to the Service Provider.

Step-II: The Service Provider will restructure and rewrite contents in text format. PPTs, Graphs, pictures, PDF files (by chunking and taking care of Learning Objectives, concepts etc) to suit the approach to be adopted for development of the e-Learning modules. Service Provider (represented by Instructional Designers and developers) shall hold a workshop/ discussion with the Bureau Team to finalise e- modules layout (Course Specification Document- CSD) indicating table of contents, number of screens, e-Learning modules duration, dominant learning style and Level of user Interactivity etc., Project schedule, Roles and responsibilities of the Service Provider; etc. The restructured contents finalized after discussion with the Bureau Team will be part of the CSD. After approval of the Course Specification Document, work will be awarded to the Service

Provider, who will advise the Bureau Team, the details of their Project Team associated with the e- modules.

Step-III: Submission of Storyboard by the Service Provider. It should comprise Screen-wise content and other features details, in visual format (Power-point presentation etc.) to enable the Bureau Team to appreciate the presentation of the content and also in text format for making corrections, if any. After submitting the story board to the Bureau Team, the representative of the Service Provider will have to meet / contact the Bureau Team, with prior appointment, for confirmation of the story board.

Step-IV: After approval of the Storyboard, Alpha (Draft) version of the modules with sample voiceovers (to enable the Bureau Team to select the appropriate one) will be developed and delivered by the Service Provider. After approval /selection of the voice over by the Bureau Team, the Beta version of the e- modules, with total voice over (which will be equivalent to completed version of the e- modules) will have to be submitted to the Bureau Team. The Beta version will be checked for quality by the Bureau Team. This version will be subjected to dry run and feedback will be collected from a sample of users and will be approved by the Bureau Team.

Step-V: After approval of the Beta version by the Bureau Team, the Bureau's LMS Test version will have to be developed and delivered by the Service Provider to Bureau. This LMS version will be checked by the Bureau for its portability and technical quality. The improvements required if any, have to be carried out by the Service Provider.

Step-VI: After incorporating the required improvements (which may be in any area e.g. design, contents, presentation and technical etc.) observed by the Bureau and the Bureau Team if any, the final Gold version in downloadable form, the Bureau approved Course specification document including input contents, story board (both PPT / word and PDF versions) source code and system documentation will have to be delivered by the Service Provider to the Bureau.

Step-VII: Deployment support, if needed in view of the Bureau's LMS specific requirements etc., modification / customization will have to be provided by the Service Provider.

F. Infrastructure

The Service Provider needs to size the infrastructure (hardware, Operating System, Database and other related software) for the solution based on the volume and the growth (Project Scope) and propose the same as part of their technical bid submission. However, the complete implementation, maintenance and support of the Learning Management System shall be part of the scope of the Service Provider. As part of the technical proposal the Service Provider needs to provide complete Learning Management System details. The Service Provider must design the solution with high availability & secure Infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.

G. Other conditions:

- a) The Solution should be customizable as per requirement of the Bureau.
- b) The bidder will provide services for implementation / rolling-out / support / maintenance of proposed solution (LMS) for a minimum period of 3 years from the date of Go Live. If required, the Bureau reserves the right to extend the contract for a period of 2 years with same terms and conditions. The Bureau reserves the right to cancel the contract at any time in case system fails to meet any of the requirements as mentioned in the RFP.

- c) In the event of exit of the Service Provider from the project, all the records, contents & confidential information as would be required by the Bureau shall be handed over to the Bureau as per the exit management plan finalized mutually by the Service provider and the Bureau.
- d) The offered solution shall be subjected to the Bureau's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/ external. The Service Provider should provide solution for all the audit points raised by the Bureau's internal/external team/ third party during the contract period without any extra cost.

H. Framework for Design and Development of Capsule Course e-learning content.

The Service provider may use the given table as an indicative framework for the design and development of the Product Specific Capsule Course e-learning content.

Framework for Design and Development of Online Capsule Course Modules	Duration
Module 1: Introduction of the Course <ol style="list-style-type: none"> a. Objective of the Course b. About this Course c. Learning outcome from this Course d. Requirements & Eligibility for this Course e. Certificate f. Mode of Delivery g. Duration of the Course h. Language: English & Hindi 	15 mins
Module 2: Introduction to Standards and Standardization <ol style="list-style-type: none"> a. Standards b. Need of Standards c. Standardization d. Conformity Assessment 	15 mins
Module 3: Introduction to the standard on "XYZ" Product <ol style="list-style-type: none"> a. Introduction b. Need of the Standard c. Self –Assessment 	30 mins
Module 4: Structure of the standard <ol style="list-style-type: none"> a. Explanation of each Section 	30 mins

b. Self-Assessment	
Module 5: Related & Referred Standards	30 mins
<ul style="list-style-type: none"> a. Details of all related and referred standards b. Self-Assessment 	
Module 6: Quality Control	2 hours
<ul style="list-style-type: none"> a. Product Manual and Guidelines b. Test Equipment c. Scheme of Inspection and Testing d. In-house testing and record-Keeping e. Testing parameters f. Sample Preparation including conditioning of samples g. Methods of Testing and Demonstration (Videos) h. Self –assessment 	
Module 7: Failure Analysis	30 mins
<ul style="list-style-type: none"> a. Failures in testing b. Review and Analysis of Failure in Test Report c. Self-Assessment 	
Module 8: BIS services - Website, ManakOnline, e-BIS, Portals, sharing feedback with TCs etc	30 mins
Module 9: Final Assessment	
Feedback and Review Section	

Note - The above modules and timings are indicative and may change as per the Bureau requirements.

5. Technical Requirements Specifications (TRS)

Technical specifications provided here are the set of requirements that the LMS and e-learning content shall meet. This section provides technical (non-functional) requirements which are essential for defining a proposed system and ensuring mutual understanding among key stakeholders.

A. Implementation and Hosting

- i. Implementation of the LMS and e-learning content shall be as per the Software Requirement Specifications (SRS) prepared by the Service Provider and approved by the Bureau.
- ii. Service Provider shall be responsible for hosting the various components **on any of the MeitY empanelled Cloud Service Provider (CSP)**. The hosting of the application should be carried out on at least Tier III data centre within India.
- iii. Service Provider shall be responsible for installation, integration, testing and commissioning of the hosting environment on the cloud platform, and installation of

all the software along with all the allied equipment, software, updates, patches etc. at the production environment as and when required for the successful hosting.

- iv. Service Provider shall be required to submit all necessary data centre related certifications like tier certificate, ISO 27001 certificate etc., along with its technical proposal.
- v. In case there is any requirement of any specific server (For example: for load balancing, Disaster Recovery, etc.) at any point of time, the Service Provider shall be required to provide the same without any additional cost to the Bureau.
- vi. It will be the responsibility of Service Provider to identify appropriate specifications for cloud platform for running the platform efficiently. Purpose of this shall be to provide enough capacity in terms of data processing, data storage and network bandwidth for handling of overall load and traffic without compromising the overall performance of the platform.
- vii. Service Provider shall formulate an effective back-up strategy and disaster recovery plan and shall be responsible for implementing the same at the time of hosting.

B. Solution Architecture

- i. The system should allow addition of more features or sub-modules or more users in any module as and when required, without affecting the performance of other functioning modules, which should seamlessly integrate into the core system.
- ii. The system should support customization to meet the project requirements at any stage of the implementation or post go-live of the solution.

C. Upgrades and Enhancements

- i. Service Provider shall ensure quality of services and provide patches for enhancements and fixing of issues after successful go-live on a proactive basis.
- ii. It will be responsibility of the Service Provider to provide all the upgrades and enhancements of all the components of the system without any additional cost to the Bureau, which shall support upgrades (deployment of patches or new version) without any adverse impact on the performance of any of the components.

D. Solution Security

The system should have security features as per the industry standards and Government of India recommendations. The Service Provider shall get the security testing done every year or as per the Bureau's explicit request and share the **Safe-To-Host Certificate** with the Bureau.

The Service Provider shall be required to perform the following activities:

- i. Fix the issues or gaps or vulnerabilities reported in the security audit report.
- ii. Submit the action taken report on the vulnerabilities.
- iii. Any other activity concerning security audit related aspects.
- iv. Compliance on data privacy controls as per prevalent laws of Government of India.

E. User Interface and Access

- i. The Graphical User Interface (GUI) should be user friendly, interactive and responsive and should be browser as well as mobile app based.

F. Data Backup or Data Archival or Restore

- i. The solution shall have a provision of data archiving and restoring the archived data as and when required.
- ii. The proposed solution shall have features to schedule backup or restore operations. The Service Provider should ensure that activity such as proper Data Backup, Data Restoration, and Data Synchronization are tested and implemented properly.
- iii. The system shall be able to produce report of data backup or restore activity if required by the Bureau.
- iv. The system should allow recovery of data in case of hardware or software failure and data corruption. It should be able to perform recovery to a point of time (PTR), to known backup database.

G. Data Security and Privacy

- i. Privacy of the user data must be protected all the time, at rest and during transit.
- ii. Personal Identifiable Information (PII)
 1. PII should be masked at all times and should be stored securely and separately. The stored data shall not be read by any other means unless warranted by the requirements laid out by the Bureau.
 2. The Service Provider shall identify such sensitive data in voice and text in consultation with the Bureau and as per relevant regulations laid out from time to time.
 3. Whenever required by the Bureau, the Service Provider shall make appropriate transfer of ownership of data stored with personal and sensitive data.
- iii. Adherence to laws and regulations on sensitive data handling and storage
 1. The Service Provider shall meet industry and global best practices for data security and privacy.
 2. All data must be stored within geographical boundaries of India ONLY.
 3. The Service Provider shall comply with the rules and regulations laid out by the Government of India from time to time.
- iv. The Bureau reserves the right to conduct audit through its third party appointed agency (if required) to ensure data privacy, the Service Provider shall also conduct regular audits for compliance on data privacy controls.

6. Scope of Work (SoW)

The scope of work provided here lists the services that the service provider will be providing as part of this project for meeting the project goals. The scope of work also contains various deliverables, schedules, reports and end products that are to be provided by the Service Provider as part of this project. The Service Provider shall be providing quality and timely services to the Bureau for the successful of the project. All the activities performed by the Service Provider during different phases of the project shall be closely monitored by the Bureau. The Service Provider is strongly advised to carefully read the scope of work and quote accordingly.

The Scope of Work includes the following components:

1. Procurement and Implementation of Learning Management System (LMS) including the required perpetual software licenses.
2. Development of the e-learning content for the capsule courses designed for the Quality Control Personnel across various industries in India.

The entire project will be executed on turnkey basis which includes design, implementation, hosting, go-live, stabilization and O&M of LMS and e-learning content for the Bureau. The O&M shall be initially for 3 years (after completion of stabilization periods) which will be further extendable as per the terms and conditions of this RFP.

If the contract period is extended, then the Service Provider shall ensure that all the supplied software, OEM warranty, service and support, subscription is also extended for the same period.

The overall scope of work for the envisaged solution has been divided into two phases:

- A. Phase I – Design, Implementation, Hosting, Go-live and Stabilization
- B. Phase II – O&M (Operation & Maintenance)

If any additional IT infrastructure, non-IT infrastructure, hardware, software, licenses etc., are required for the specified scope of work and to meet the SLA requirements, service provider would be responsible for the procurement, installation, up-gradation, support, operations, and maintenance of the same for entire project duration at no extra cost to the Bureau.

The phase-wise detailed scope of work is as following:

A. Phase – I: Design, Implementation, Go-live & Stabilization

Single point of contact (SPOC) shall be assigned by the Service Provider for the Bureau for better coordination, ensuring quality services and timely resolution of issues.

- i. Assigning SPOC
 - a. Assigning a single point of contact (SPOC) for duration of the entire contract period and ensure that SPOC is available on phone as well as in person as per the requirement of the Bureau.

ii. Requirement Study and Preparation of SRS

An indicative FRS, TRS and SoW have been provided in this RFP document, the Service Provider shall carryout an independent and detailed assessment study of functional, technical, and operational requirements for the successful implementation of LMS for the Bureau.

The Service Provider is responsible to carry out a study at the Bureau and NITS to thoroughly understand the requirements. The study shall be carried out by:

- a. Interacting with concerned department officials and understanding the entire setup, processes and business needs of the Bureau.
 - b. Preparation of detailed use cases scenarios.
 - c. Understanding or assessment of data inputs and outputs requirements by collecting details of all the input and output points.
 - d. Understanding or assessment of existing applications from perspective of integration with proposed application.
 - e. Designing of proposed solution (architecture, entities, process flow etc.) as per this RFP and the requirements shared by the Bureau.
 - f. Preparing Software Requirement Specifications (SRS) and obtaining Sign-off on SRS from the Bureau.
 - g. Based on the approved requirements, preparation of Project Implementation Plan and submission to the Bureau.
- iii. **Design & Implementation**
- a. Designing, Development and Implementation of LMS and e-learning content as per the approved SRS and requirement described in this RFP document.
- iv. **Testing**
- Testing of the solution i.e., functional testing, compatibility testing, system testing, performance testing, security testing etc.
- a. Preparation and submission of detailed testing plan and strategy.
 - b. Prepare and share various use cases and scenarios.
 - c. Carryout system, performance, and security testing of various components or modules of the system.
 - d. Taking corrective steps based on the testing reports i.e., rectifying the software issues or bugs reported during the testing.
 - e. The testing results along with details or reports of action taken shall be submitted to the Bureau.
 - f. All the testing and related activities will be carried out by the Service Provider at its own expense and at no additional cost to the Bureau.
- v. **User Acceptance Testing (UAT)**
- a. Service Provider to prepare and submit detailed UAT plans to the Bureau along with:
 - i. test cases with results for review and verification at the time of UAT.
 - ii. use cases, scenarios along with results for carrying out UAT.
 - b. Service Provider shall conduct a workshop for the Bureau officials before handing over various components to the Bureau for UAT.
 - c. UAT shall be done jointly by the Bureau and Service Provider. Service Provider shall assist the Bureau in carrying out UAT of the components.

- d. Service Provider shall rectify the issues or bugs reported during the UAT.
 - e. the Bureau may reject any part of the solution that fails to pass any test or do not conform to the specifications or requirements of the Bureau. The Service Provider shall rectify such rejected parts or make alterations necessary to meet the specifications and shall again perform the testing, all these activities shall be performed at no additional cost to the Bureau.
 - f. Service Provider shall conduct User Acceptance Tests (UATs) to ascertain whether the proposed system meets the functional and technical requirements as per the RFP.
 - g. Final approval or user acceptance of the application software will be given by the Bureau after successful implementation and testing. This is the responsibility of the Service Provider to obtain the UAT approval from the Bureau.
 - h. All the costs towards testing, rectification or upgradation shall be borne by the Service Provider.
- vi. **Training**
- a. Service Provider shall prepare training plan and get it approved from the Bureau.
 - b. Service Provider shall conduct training of the Bureau officials and other stakeholders on various modules for their efficient and effective use by the concerned stakeholders.
 - c. Training shall be conducted before making the LMS and e-learning content live.
- vii. **Hosting, Deployment and Go-Live**
- a. **Hosting:** Service Provider shall be responsible for hosting the various components on **MeitY empanelled** cloud platform. The detailed hosting requirements are provided in technical specifications of this document. The cost of hosting shall be bundled with the one-time solution implementation cost and monthly O&M cost of the solution (Annexure-VI).
 - b. **Deployment:** Only after the successful completion of UAT and receiving clearance certificate of security testing, the system shall be deployed on the production environment.
 - c. **Go-live:**
 - 1. After the successful completion of UAT and receiving clearance certificate of security testing, it will be deployed on production environment and would be declared as Go-Live.
 - 2. Service Provider shall also handover complete, fully tested or audited, bug free, final version of source code (in softcopy format) of the implemented solution along with the complete details of technology and software (with versions) used for the implementation.
- viii. **Stabilization**
- a. After successful go-live of LMS and e-learning content, the three months stabilization period shall be starting. During stabilization period the Service Provider shall be responsible for:

1. Update, modify, re-build, replace any module, feature of the LMS at Service Provider's sole cost.
2. Keep the LMS and e-learning content free from any bugs, defects or deficiency in any aspect that prevent the system and or any of its sub-systems(s) from fulfilling the functional or technical requirements.
3. Use a bug management tool and ticket shall be raised in the tool against each reported or identified bug or issue. The tickets raised shall be closed by the Service Provider in timely manner as per the deadline assigned by the Bureau.
4. Installation of new versions or software or releases, any modification or enhancements to existing business processes.

After successful completion of the stabilization period, the Bureau will be issuing a certificate of successful Go-live to the Service Provider.

B. Phase – II: O&M (Operation & Maintenance)

After issuance of successful Go-live certificate by the Bureau, the solution shall be entering the O&M phase of 3 years.

i. General Requirements

- a. Service Provider shall be responsible for providing the post implementation support for the entire O&M phase that shall include maintenance support, technical support, failure or error management, bug fixing, and implementation and deployment of Change Request raised by the Bureau.
- b. If any OEM is involved in the process, the Service Provider shall ensure the support from OEM also for the same period.
- c. Service Provider shall deploy properly trained and skilled manpower to ensure seamless operations.
- d. Service Provider shall submit the detailed monthly compliance report as finalized during requirement study in hard and softcopy format to the Bureau within first calendar week of the next month, and on need basis as and when required by the Bureau.
- e. The Service Provider shall be responsible for handling all the issues or problems faced by the Bureau or users. The Service Provider shall be responsible for (including following, but not limited to):
 1. Diagnosing and fixing of bugs on priority that are identified or reported during the contract period.
 2. Service Provider shall provide a bug management tool or use the tool provided by the Bureau. A ticket shall be raised in this tool against each issue or bug identified or reported. The tickets raised shall be closed by the Service Provider in timely manner as per the timelines defined in the SLAs.
 3. Installation of new versions or software or releases (including next generation release) upgrades, bug fixes, functionality enhancements, patches to cater to changes (including legal, statutory and policy requirements), any modification or

enhancements to existing business processes, changes to configurations, customizations, database administration, data back-up and archiving, security and other technical assistance.

4. Overall administration, operations, monitoring, and maintenance, definitions or patches or updates or service packs, backup, recovery, etc. of the deployed IT hardware and software infrastructure at the cloud platform and to ensure the desired uptime.
5. Update training, user manuals etc. on a regular basis and provide training to the Bureau users for proper management and handling of the LMS and its issues.
6. In case any critical issue is identified then the team shall work extra hours from office or home to fix them within the specified timelines.

ii. **Solution Monitoring**

- a. Service Provider shall deploy all requisite manpower, tools and software for proactive monitoring of resource utilization, load and performance, system health, SLA conditions etc. of the LMS.
- b. Service Provider shall implement necessary automation wherever possible for monitoring and raising alerts for issues and system outages automatically.

iii. **Change Request**

- a. All changes outside the scope of work having financial implications in terms of the overall cost or time of the project, shall be undertaken by the Service Provider, only after securing the express consent of the Bureau.
- b. While approving any change request, if required, the Bureau may ask the Service Provider to deploy a SPOC resource at the Bureau for some time.
- c. The change request or management procedure will follow the following steps:
 - i. The information related to initiator, initiation date and details of change required, and priority of the change will be documented by the Bureau.
 - ii. Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analysed and documented by the Service Provider.
 - iii. The Bureau will approve or disapprove the change requested including the additional payments (as per the quoted man-month rate), after discussion with Service Provider.
 - iv. Any change request where the total man-month effort requirement is upto 10 man-days shall not be considered as change request.
 - v. The change request will be implemented in accordance with the agreed efforts, and schedule by the Service Provider.
 - vi. The change will be verified and tested by the Bureau after successful implementation prior to deployment on the production server.

C. Documentation

- i. The Service Provider shall create and maintain standard documentation (but not limited to) as below:
 - a. Software Requirement Specification (SRS) including but not limited to system architecture, screen designs, entities, test plan, test cases etc.
 - b. Intra and inter platform integration details
 - c. Project plans
 - d. Functional, Compatibility, System, Performance testing report
 - e. Security testing clearance certificate (Safe-To-Host Certificate)
 - f. Training plan, user manuals
 - g. Data privacy and security policy
 - h. Business continuity and exit management plan
- ii. Updating all above mentioned documents from time to time, specially whenever there is any change or update in the solution. Submit all the updated documents to the Bureau.
- iii. All documentation shall be in English.

D. Training and Capacity Building

Training of key stakeholders is essential for ensuring that the implemented system is actually put to use. Hence, the service provider shall ensure a proper training to the Bureau users so as to make them well conversant with the functionalities, features and processes built in the proposed system.

- i. Service Provider shall provide comprehensive and detailed training plan.
- ii. Training plan shall be prepared in consultation with the Bureau. Service Provider shall submit the plan for approval of the Bureau before initiating the training activity.
- iii. Training will be organized at the Bureau headquarter.
- iv. Requisite training infrastructure like space, seats, projector with screen etc. shall be provided by the Bureau.
- v. Training shall be organized by the Service Provider wherein all the logistics and supportive facilities (if any), apart from the above-mentioned facilities, should be arranged by the Service Provider only and all the cost incurred in making these arrangements for training at prescribed location(s) shall be borne by the Service Provider.
- vi. The Service Provider shall provide training handouts, user manuals. The language of training manual shall be in English.

E. Project Management

- i. Co-ordinate all activities with the nodal officer assigned by the Bureau.
- ii. Ensure timely delivery of all the deliverables related to envisaged services.
- iii. Co-ordinate among various stakeholders and other vendors.

- iv. Ensure that day to day issues related to the proposed solution are handled and resolved immediately.
- v. Monitor risk management related aspects and project delays.

F. Project Monitoring and Reporting

- i. Service Provider shall describe the project monitoring and reporting methodology in the bid response.
- ii. Service Provider shall submit a monthly compliance report to the Bureau for review.
- iii. Report exceptions and issues to the Bureau that require immediate attention on a regular basis.
- iv. Service Provider shall update the nodal officer of the Bureau about the critical issues in the progress review meetings to be held at periodic intervals.

G. SLA Monitoring and Audit Support

- i. Service Provider shall adhere to the SLAs laid out in the RFP.
- ii. Service Provider shall provide SLA monitoring tool and dashboard to the Bureau and its nominated audit partner (if appointed later) for evaluation of different service level parameters.
- iii. Service Provider shall be responsible to provide necessary data, logs, access etc. and to get the SLAs and other system parameters audited from the Bureau or audit partner appointed by the Bureau (if appointed later) as per schedule.

H. Miscellaneous

- i. Service Provider shall be available at the Bureau from time to time for discussions or review meetings.
- ii. Meetings may also be held through video conferencing (VC) and the Service Provider shall make all the necessary arrangements to attend these meetings through VC.
- iii. In case of physical meetings at the Bureau, the cost of travel or accommodation etc. shall be borne by the Service Provider.

7. Deliverables, Project Timelines & Payment Terms

A. Deliverables

The key deliverables of the Service Providers are as following:

Sr.#	Deliverable No.	Deliverable from Service Provider
Learning Management System (LMS)		
1.	D1	<ul style="list-style-type: none"> SRS Project implementation plan
2.	D2	<ul style="list-style-type: none"> Test plan, cases and scenarios Performance test along with test results User Acceptance Test (UAT) plan, cases and scenarios
3.	D3	<ul style="list-style-type: none"> UAT report Security audit report or results OEMs and third-party licenses, agreements, and any other supporting document
4.	D4	<ul style="list-style-type: none"> Training Plan Security audit clearance certificate
5.	D5	<ul style="list-style-type: none"> Monthly compliance reports covering the following: <ul style="list-style-type: none"> SLA compliance reports Details of patches or upgrades of all components Error analysis report including reasons of error and remedial action against it.
E-Learning Content		
6	D6 – D17	100-120 hours of e-learning content

B. Project Timelines

The project timelines for the Procurement & Implementation of LMS and Development of e-learning content are as follows:

A) Learning Management System (LMS)

Sr.#	Activities	Timeline	Deliverable No.
1.	Signing of contract with Selected Bidder	Date of Start (T)	–
2.	Preparation and submission of SRS	T+15 calendar days	D1
3.	Implementation of LMS including testing	T+75 calendar days	–
4.	Beta launch and UAT of services	T+80 calendar days	D2, D3
5.	Security testing and training to the Bureau users	T+90 calendar days	D4
6.	Deployment and go-live	T+100 calendar days	–
7.	Stabilization	T+120 calendar days	–
8.	O&M (Operations & Maintenance) phase	3 years after completion of stabilization period	D5

*Further extendable as per the terms and conditions of this RFP.

B) Development of e-learning content

Sr.#	Activities	Timeline	Deliverable No.
1.	Signing of contract with Selected Bidder	Date of Start (T)	–
2.	Minimum 8 hours content	T+30 calendar days	D6
3.	Minimum 8 hours content	T+60 calendar days	D7
4.	Minimum 8 hours content	T+90 calendar days	D8
5.	Minimum 8 hours content	T+120 calendar days	D9
6.	Minimum 8 hours content	T+150 calendar days	D10
7.	Minimum 8 hours content	T+180 calendar days	D11
8.	Minimum 8 hours content	T+ 210 calendar days	D12
9.	Minimum 8 hours content	T+240 calendar days	D13
10.	Minimum 8 hours content	T+270 calendar days	D14
11.	Minimum 8 hours content	T+300 calendar days	D15
12.	Minimum 8 hours content	T+330 calendar days	D16
13.	Minimum 8 hours content	T+1 year	D17
Total 50-60 hours of e-learning content on completion of 06 months and a total of 100-120 hours of e-learning content on completion of 1 year.			

C. Payment Terms

i. Payment Schedule

Payment schedule of the project is as following:

A. For Learning Management System:

Sr.#	Component	Payment Schedule	Payment Milestone
1.	Services implementation Cost	50% of implementation cost	1A. On successful beta launch of the LMS
		50% of implementation cost	1B. On successful Go-live of the LMS
2.	Operations & Maintenance Cost	100% of quarterly O&M cost	2. On successful submission of monthly compliance reports within first week of every month
3.	Change request cost	100% of change request cost	3. On successful implementation and deployment of change request

Note:

- Beta Launch of the LMS shall be made available to a limited number of users or closed group in order to analyse, initial learnings and tweaking accordingly.
- The solution will be made live after successful UAT and receiving clearance certificate of security testing.
- For all milestones the payment due shall be done only after completion of that milestone after adjusting applicable Liquidated Damages (LD) as per Clause 7-C-ii defined below.
- Payment for the routine security testing carried out after go-live every year or the security audits carried out after go-live due to fixing of identified or reported vulnerabilities shall be paid by the Service Provider.

B. For Development of e-learning content:

Sr.#	Activities	Timeline	Payment Schedule.
1.	Minimum 8 hours content	T+30 calendar days	
2.	Minimum 8 hours content	T+60 calendar days	
3.	Minimum 8 hours content	T+90 calendar days	

4.	Minimum 8 hours content	T+120 calendar days	As per actual hours of e-learning content delivered to the Bureau.
5.	Minimum 8 hours content	T+150 calendar days	
6.	Minimum 8 hours content	T+180 calendar days	
7.	Minimum 8 hours content	T+ 210 calendar days	
8.	Minimum 8 hours content	T+240 calendar days	
9.	Minimum 8 hours content	T+270 calendar days	
10.	Minimum 8 hours content	T+300 calendar days	
11.	Minimum 8 hours content	T+330 calendar days	
12.	Minimum 8 hours content	T+1 year	
Total 50-60 hours of e-learning content on completion of 06 months and a total of 100-120 hours of e-learning content on completion of 1 year.			

ii. Liquidated Damages

In case of the Service Provider's failure to submit the documents and implement the LMS and e-learning content within the time as specified in this RFP, the Service Provider shall pay to the Bureau, fixed and agreed liquidated damages (LD) and the Bureau may, at its discretion, withhold any payment until the completion of the milestone or the contract, as applicable. The Bureau may also deduct from the Service Providers, as agreed, the liquidated damages according to the details furnished in the table below. The right to claim any liquidated damages shall be without prejudice to other rights and remedies available to the Bureau, under the contract and law.

Sr.#		Milestone	Penalty of Delay
1.	Implementation of Learning Management System (LMS)	Delay in 'Beta Launch' of the LMS, beyond timelines as prescribed in this chapter	1% of milestone 1A (clause 7-C-i, Payment Schedule) payment for every week of delay (as per clause 7-B, Project Timelines) with a capping

			of 10%# of the milestone 1A amount.
2.		Delay in 'Go-live' of the LMS beyond timelines as prescribed in this chapter	1% of milestone 1B (clause 7-C-i, Payment Schedule) payment for every week of delay (as per clause 7-B, Project Timelines) with a capping of 10%# of the milestone 1B amount.
3.	Development of e-learning content	Delay in delivering minimum Eight hours Content to be delivered on monthly basis, with 100 hours content in 1 year.	5% of the Monthly amount for every week delay

The Bureau may initiate process for termination of services on grounds of non-performance.

iii. **Payment Conditions**

- a. The Service Provider shall be required to submit the invoice in formats prescribed by the Bureau.
- b. The payment of one-time solution implementation cost will be as per the details provided in the clause 7-C-i, "Payment Schedule" above after deducting the Liquidated Damage (LD) (as per clause 7-C-ii) (if applicable).
- c. The payment of O&M cost of the solution will be as per the details provided in the clause 7-C-i, "Payment Schedule" above after deducting the SLA Penalty (chapter 8) (if applicable).
- d. The payment of O&M cost will be done on quarterly basis. Therefore, Service Provider shall raise invoice on quarterly basis.
- e. Payment to be made with taxes after deducting penalties and subject to verification of the supporting documents by the Bureau.
- f. Payment shall be released after deducting TDS as per applicable provisions of GST and Income Tax.

8. Service Level Agreement (SLA)

SLA defines the quality and performance of the service delivery during the O&M phase. SLA will help the Bureau sustain the planned business outcomes from the proposed solution and enforce the service standards during the O&M phase. SLA defined here shall be in effect for the entire contract period (from the start of O&M phase and any extension thereafter).

1. The SLA is designed to:
 - a. Define unambiguously the service level standards expected from the Service Provider.
 - b. Provide tool to the Bureau to monitor and control and ensure the service levels provided by the Service Providers in compliance to the RFP document.
 - c. Draw urgent attention of the Service Provider in case there is any issue in the service levels or service level falls below the agreed or desired level.

Sr.#	Services	Details	Service levels	% Non-compliance	Penalty (% of O&M cost as quoted in 2A of financial proposal)
1	Availability	Availability and downtime (except planned downtime) of the services.	≥ 99.5% availability	> 0.5% but < 1.0%	1%
				≥ 1.0% but < 1.5%	4%
				≥ 1.5% but < 2.0%	7%
				≥ 2.0%	10% [#]
2	Response time	Average response time of the services.	≤ 3 seconds for 99% requests	≤ 3 seconds for 97.5% requests	1%
				≤ 3 seconds for 95% requests	4%
				≤ 3 seconds for 92.5% requests	7%
				≤ 3 seconds for 90% requests	10% [#]
3	Defect or bug resolution*	Level1: Response time in case of complete outage of LMS or unavailability of any of its module or any mission critical feature	≤ 6 hrs from the reporting time	1 breach	1%
				2 breaches	4%
				3 breaches	7%
				4 breaches	10% [#]
		Level 2: Response time in case of Significant degrade of performance or user is unable to avail any service or feature is unavailable like unable to fill form	≤ 24 hrs from the reporting time	1 beach	No-penalty
				2 breaches	1%
				3 breaches	4%
				4 breaches	7%

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Sr.#	Services	Details	Service levels	% Non-compliance	Penalty (% of O&M cost as quoted in 2A of financial proposal)
		Level 3: Response time in case of Any other issue apart from above mentioned issues.	≤ 72 hrs from the reporting time	1 beach	No-penalty
				2 breaches	1%
				3 breaches	4%
				4 breaches	7%
4	Monthly compliance report (MCR)	Submission of MCR along with supporting documents as finalized during SRS preparation.	Within 1 calendar week of end of each month	Non-submission of monthly compliance report (MCR) within 1 calendar week of end of each month	2% for each subsequent week delay (maximum of 10%#).

The Bureau may initiate process for termination of services on grounds of non-performance.

* The Bureau will be deciding the level of defect or bug.

Note:

- All SLA conditions shall be measured through management tool. The detailed SLA compliance report (SLA report) shall be submitted along with monthly compliance report (MCR) by the Service Provider.
- Non-compliance and penalty will be calculated on monthly basis.
- Total penalty will be capped to 20% of the due quarterly payment.
- The Bureau may treat 20% penalty as serious breach of SLA and may initiate termination procedure against the Service Provider.

9. Opening and Evaluation of Bids

A. Opening of Technical e-Bid

- i. The Bureau will open all technical bids on the prescribed date and time of opening of bids at the prescribed venue (in this RFP), in the presence of the Bidder's representatives who may be present at the time of opening.
- ii. The representatives of the Bidders are advised to carry an identity card or a letter of authority from the Bidding entity to identify their bonafides for attending the opening of the technical bids.
- iii. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday, the bids shall be opened at the appointed time and place on the next working day.

B. Opening of Financial e-Bid

- i. After evaluation of technical bid by the evaluation committee, the Bureau shall notify those bidders whose technical bids were considered non-responsive to the conditions of the RFP and not meeting the qualification and technical criteria indicating that their financial bids will not be opened.
- ii. The Bureau will simultaneously notify the bidders, whose technical bids were considered acceptable to the Bureau. The notification will be sent by the e-mail provided by the bidders.
- iii. The financial bids of technically qualified bidders shall be opened in the presence of bidders who choose to attend the bid opening process. The date and time for opening of financial bids will be communicated to the technically qualified bidders through e-mail provided by the bidder subsequently after completing the technical bids evaluation process. The name of bidders along with financial quotes will be announced at the meeting.

C. Evaluation of Bid

e-Bid proposals will be reviewed by a committee constituted by the Bureau or its designated representative(s). The Bureau, or such other authority designated by the Bureau is also referred to herein as the Evaluation Committee (or "Committee").

Initial technical bid scrutiny will be held by the Committee to confirm that bids do not suffer from the infirmities as detailed below. Bids will be treated as non-responsive if a bid is found to have been:

- submitted in manner not conforming with the manner specified in the RFP document
- Submitted without appropriate EMD as prescribed herein
- received without the appropriate or power of attorney
- having lesser than the prescribed validity period.

The EMD of all non-responsive bids shall be returned to the bidders.

D. Bid Evaluation Procedure

All responsive Bids will be considered for further processing and a list of responsive bidders will be prepared by the Bureau. All eligible bids will be considered for further evaluation by a

committee according to the evaluation process defined here. The decision of the Committee will be final in this regard.

The evaluation of the bids will be done in two stages as mentioned below:

Stage-1:

- Evaluation on Eligibility criteria to establish the eligibility of the bidder.
- Bids meeting the eligibility criteria shall progress for the Technical Bid Evaluation.
- Evaluation on Technical criteria to establish the technical competency.
- Technical presentation cum demonstration involving:
 - Understanding of Scope of Work
 - Approach for the proposed solution
 - Demonstration of the proposed solution along with the approach towards implementation of LMS and development of e-content including:
 - Performance and capability to handle complex requirements
 - Technology features and capabilities
 - Reporting and analytics dashboard
 - Post implementation support including
 - Upgradation or enhancement mechanism
 - Failure or error handling mechanism and timelines
 - Change request or the Bureau query handling mechanism

Stage-2:

- Post technical bid evaluations, only the technically qualified bidders shall progress for the evaluations of Financial Bids.

On each of these parameters, the bidders would be required to meet the qualification criteria as detailed in subsequent sections.

i. **Stage-1 of Evaluation of Technical Proposal**

At this stage, technical bid will be evaluated as per the Eligibility and Technical criteria.

- Evaluation for Eligibility of Bidder:

An “Evaluation Committee” would perform an initial review as per the eligibility criteria and shall be scrutinized for the responsiveness of the bid, and for the completeness of required supporting documents as required to establish the eligibility of the bidders.

- Evaluation of Technical Proposal:

Technical Evaluation of only qualified eligible bidders would be carried out in the following manner:

- a) Evaluation: The e-bids will be evaluated against the technical criteria defined in this RFP and bidder is required to provide details on the proposed solution.
- b) Presentations: bidders who are qualified on eligibility criteria will be called for making a presentation to the committee at the Bureau at a date, time communicated to them by the Bureau. The purpose of such presentations would be to allow the bidders to demonstrate the proposed solution to the committee.
- c) Clarifications: The Evaluation Committee may undertake written clarifications from the bidders. The primary function of clarification in the evaluation process is to clarify ambiguities and uncertainties, if any, arising out of the evaluation of the bid documents.
- d) Technical Marks: Upon technical evaluation of each bid in-line with a, b and c mentioned above, "Technical marks" out of 100 marks will be assigned to every bid.
- e) Minimum Marks: The bidders who score 60 or more marks in technical bid, will qualify for the evaluation of the financial bid.
- f) Formula of Calculation: The bidder with the highest marks in technical bid will be awarded 100 "Technical Score" and subsequently other bidders will also be awarded "Technical Score" relative to the highest technical marks for the final composite score calculation purpose e.g., if the highest technical marks is 90 then "Technical Score" is $(90/90) \times 100 = 100$, hence the bidder with highest technical marks will score 100 "Technical Score". Similarly, another bidder who scored 80 marks, will get $(80/90) \times 100 = 88.88$ "Technical Score". Following formula will be used for the "Technical Score" (TS) calculation:

$$\text{Technical Score (TS)} = \frac{(\text{Bidder's Technical Marks (BTM)})}{(\text{Highest Technical Marks (HTM)})} \times 100$$

- g) The details of technical evaluation parameters are provided in chapter 3.

ii. Stage-2 Evaluation of Financial Proposal

The evaluation will be carried out if financial bids are complete and computationally correct. The lowest financial bid (L1 cost) will be decided as per total of Table A and Table B, i.e. Table A + Table B of the financial bid submitted as per Annexure VI

Lowest financial bid (L1 cost) = Grand Total Table A + Total Table B

The lowest financial bid will be awarded "Financial Score" of 100. The "Financial Score" of other bidder(s) will be computed by measuring the financial bids against the lowest financial bid. Following formula will be used for calculating "Financial Score":

$$\text{Financial Score (FS)} = \frac{(\text{Lowest Financial Bid (LFB)})}{(\text{Bidder's Financial Bid (BFB)})} \times 100$$

iii. **Stage-3 Computation of Composite Bid Score**

The “Composite Bid Score” is a weighted average of the Technical and Financial Scores. The ratio of Technical and Financial Scores is 70:30 respectively. The Composite Bid Score will be derived using the following formula:

$$\text{Composite Bid Score} = ((TS \times 0.70) + (FS \times 0.30))$$

The responsive bidder(s) will be ranked in descending order according to the Composite Bid Score, which is calculated based on the above formula. The highest-ranking bidder as per the Composite Bid Score will be selected for award of contract.

E. Site Visit by the Bureau

As part of the evaluation process, the Bureau or its designated agency shall be allowed to visit and examine or verify the bidder’s system capabilities as defined in the Technical Proposal. The bidder, if asked by the Bureau, shall arrange and facilitate such visit. The cost of such visits to the Sites shall be at the Bureau’s expense.

F. Best Value Determination and Final Evaluation

- i. Only those bidders who qualify the Stage-I evaluation shall be considered for Stage-II evaluation. Financial Proposals will be opened for the bidders who cleared Stage-I evaluation. Minimum Marks required for any bidder to be qualified for opening of financial bid is 60.
- ii. Financial bid evaluation will be done on total prices excluding GST as quoted in Annexure VI.
- iii. Proposals will be evaluated based on the Quality cum Cost based Selection (QCBS) method.
- iv. The bid having the highest composite bid score (Stage-III) will be selected as Service Provider.

G. Correction of Errors

- i. Financial bids determined to be responsive will be checked by the Bureau for any arithmetic errors. Where there is a discrepancy between the rate quoted in the financial bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
- ii. Provided that the Financial Proposal is substantially responsive, the Bureau will correct arithmetical errors during evaluation of Financial Proposals 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, unless in the opinion of the Bureau there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; or
 - 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; and

- c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
- iii. If the bidder does not accept the correction of errors then the bid of that bidder shall be disqualified, and the EMD may be forfeited.

10. Instruction to Bidders

Bidders are expected to read the RFP document carefully and examine all clauses, instructions, terms and conditions, annexures, and other information in the RFP document as failure to furnish all the required information as per the RFP document or submission of bid not substantially responsive to the RFP document in as the aspects will be at the bidder's risk and may lead to rejection and forfeiture of the EMD.

A. Availability of RFP

This RFP document is available on the GEM Portal <https://gem.gov.in/> and on the Bureau website <https://bis.gov.in/> to enable the bidders to view and download the RFP document.

B. Eligible Bidders

- i. Bidder may be a legal entity with the intent to enter into contract to deliver the envisaged solution
- ii. Bidders shall be eligible to operate in conformity with the provisions of the laws in India and shall have a registered office within India.
- iii. Bidders shall not have any conflict of interest with any parties included in the bidding process.
- iv. A bidder shall submit only one bid in this bidding process. Submission of more than one bid by the bidder will result in the disqualification of all the bids submitted by the bidder.
- v. Bidders shall carefully examine the eligibility criteria as provided in this RFP. Bidders shall meet all the eligibility criteria set out to be eligible for technical & financial evaluation.
- vi. Bidders shall produce documentary evidence of any claim made in the bid document regarding their eligibility and ability for fulfilling the requirements specified within this RFP. The evaluation committee may decide the type and format of such documentary evidence.
- vii. The Evaluation committee may make such investigations, if need be felt, as necessary to determine the eligibility and ability of the bidder to fulfil the requirements specified within this RFP.

C. RFP Document Fees

There is no fee for this RFP.

D. Pre-bid Meeting

The Bureau will host a pre-bid meeting in person as per the schedule given in Notice Inviting Bids and on GeM Portal. Bidders are requested to regularly visit the Bureau & GeM portal for updates and any potential changes in the timelines.

The prospective bidders interested in participating in this RFP may attend a Pre-bid meeting to clarify the techno- commercial conditions of the RFP at the venue, date and time specified in Notice Inviting Bids and on GeM Portal.

Participation is not mandatory. However, if a bidder chooses not to (or fails to) participate in the Pre-bid meeting or does not submit a written query before Pre-bid meeting, it shall be assumed that they have no issues regarding the techno- commercial conditions.

The delegates participating in the Pre-bid meeting must provide a valid photo identity and an authorization letter: "Authorization for attending a Pre-bid meeting" from their Company or Agency; else, they shall not be allowed to participate.

After the Pre-bid meeting, if required, corrigendum to Tender Document may be issued.
Bidder's Queries

All queries and clarifications relating to this RFP from the bidders, shall be submitted through email to the contact person in the prescribed format maximum by the last date as mentioned in Notice Inviting Bids.

The queries shall be sent by the authorized signatory as attached document through an email. It is bidder's responsibility to ensure that their queries are received by the Bureau. However, the Bureau neither makes any representation nor warranty as to the completeness or accuracy of the responses, nor does it undertake to answer all the queries that have been posed by the bidders.

E. Bidder's Queries

All queries and clarifications relating to this RFP from the bidders, shall be submitted through email to the contact person in the prescribed format maximum by the last date as mentioned in Notice Inviting Bids.

The queries shall be sent by the authorized signatory as attached document through an email. It is bidder's responsibility to ensure that their queries are received by the Bureau. However, the Bureau neither makes any representation nor warranty as to the completeness or accuracy of the responses, nor does it undertake to answer all the queries that have been posed by the bidders.

F. Preparation and Submission of Bid

- i. Language of bid: The bid document prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bureau shall be written in English. The correspondence and documents in Hindi must be accompanied by embedded or separate Hindi font files. Only English numerals shall be used in the e-Bid.
- ii. Documents constituting the bid: The e-Bid prepared by the Bidder shall comprise the following components:
 - a. Technical Bid – Technical Electronic Bid shall comprise of
 1. EMD or Bid security details – Scanned copy or softcopy of EMD bank guarantee paid through NEFT/ RTGS / Insurance Security Bonds / Account Payee Demand Draft/ Fixed Deposit Receipt/ Bankers Cheque or Bank Guarantee (including e-Bank Guarantee).
 2. Eligibility details as per eligibility criteria – Include copies of required documents in PDF format justifying that the bidder is qualified to perform the contract if their bid is accepted, and the bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined as eligibility criteria and fulfil all the conditions of the RFP.

3. Technical details as per technical criteria – Include copies of required documents in PDF format along with required information as outlined in Technical Criteria in this RFP and fulfil all the technical conditions of the RFP.
 4. Presentation – The Bidders are instructed to make a technical presentation as per the evaluation parameters defined in Technical Criteria (Chapter 3).
 - b. Financial Bid – The Financial Electronic Bid shall include following:
 1. Cover letter: Annexure-I.
 2. Financial quote: In the prescribed BoQ (Annexure-VI, in xls or xlsx or pdf file format).
 - c. Documents establishing bidder's qualification:
 1. The documentary evidence should be submitted by the Bidder electronically in the PDF format.
 2. The documentary evidence of bidder's qualification to perform the contract if its bid is accepted shall be as per qualification requirements specified in bid document.
 3. All the documents submitted by the bidder shall be signed by authorized signatory on each page and also put bidder's seal or stamp.
- iii. Bid currency: The prices quoted in the proposal shall be in Indian Rupees only. Proposal in any currency other than Indian Rupee (INR) shall be treated as non-responsive and hence shall be rejected.
- iv. Formats and signing of e-Bid
 - a. Bidder shall prepare electronic copies of the technical bid and financial bid separately.
 - b. Bid document shall be digitally signed, at the time of uploading, by the bidder or a person or persons duly authorized to bind the bidder to the contract. The bidder's authorization shall be supported by attaching a scanned copy of valid proof of authorization like Power of Attorney or Board Resolution etc.
- v. Submission of e-Bid
 - a. The bid shall be submitted on GeM Portal.
 - b. Bidders should refer to the GeM portal for instructions on bidder registration on the GeM portal, preparing their bids in accordance with the requirements and submitting their bids online on the GeM portal.
 - c. Bid can be submitted only between bid submission start and bid submission end date and time given in the RFP or in corrigendum (if any). Bidders should start the bid submission process well in advance so that they can submit their e-Bids on time.

- d. Bidder shall submit their bid considering the server time displayed in the GeM portal. The server time is the time as per which the bid submission date and time will be calculated, and the submission activities shall be allowed.
- e. Once the bid submission date and time is over, the bidders cannot submit their bids. For delay in submission of bid due to any reasons, the bidders shall only be held responsible
- f. Submission of bids shall be in accordance with the instructions given below:
 - 1. Technical Proposal – Technical proposal shall consist of following:
 - i. Eligibility Criteria Bid which shall be prepared in accordance with the Eligibility criteria prescribed in this RFP and as per the formats provided as annexures.
 - ii. Technical Criteria Bid which shall be prepared in accordance with the technical criteria prescribed in this RFP and as per the formats provided in annexures.

Technical Proposal shall be titled “Technical Proposal” and should be submitted online at the GeM portal.

- 2. Financial Proposal – This proposal shall be prepared in accordance with the format provided in Annexure-VI of this RFP. Financial Proposal shall be titled “Financial Proposal” and should be submitted online at GeM portal in excel format or pdf format as required in the GeM portal. In case of PDF format, all the pages in the Financial Proposal shall be on the letterhead of the bidder with signature of the authorized signatory and seal of the Bidder.
- 3. Technical Proposal shall not contain any bid price or financials, in either explicit or implicit form. Any disclosure of bid prices or financials in Technical Proposal will lead to rejection of bid.

G. Withdrawal and Resubmission of Bid

- i. At any point of time, a Bidders can withdraw their bids before the bid submission end date and time.
- ii. No bid shall be withdrawn post bid submission end date and time. Withdrawal of bid post bid submission end date may result in the forfeiting of bidder's EMD.
- iii. Bidders can re-submit their bids whenever required till bid submission end date and time. The e-Bid submitted earlier will be replaced by the new bid. The bid submission summary will be generated after successful re-submission of the revised bid.
- iv. Bidders can submit their revised e-Bids as many times as they want by uploading their bid documents within the scheduled date & time for submission of bids.
- v. No bid can be resubmitted post bid submission end date and time.

H. Amendments in RFP

- i. The Bureau may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

- ii. At any time prior to the deadline for submission of the bids, the Bureau may amend the RFP document by issuing addendum or corrigendum without notifying any bidder or without giving any reason. All such addendum or corrigendum issued shall be part of the bidding process and shall be communicated by the Bureau on GeM and the Bureau websites.

I. Earnest Money Deposit (EMD) or Bid Security

- i. The bidder shall furnish, as part of its bid, an Earnest Money Deposit (EMD) or bid Security from a scheduled bank as per the details prescribed in Notice Inviting Bids of this RFP.
- ii. No bidder is exempted from furnishing the said EMD except Registered MSEs and Start-ups as described in the next clause. The currency of the EMD shall be Indian Rupees (INR) only.
- iii. Registered MSEs and Start-ups as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 issued by Department of Micro, Small & Medium Enterprises (MSME) or as registered with the Central Purchase Organisation or the concerned Ministry or Department or Start-ups recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are exempted from payment of EMD on production of valid certificate of registration with the authority or agency as indicated in the policy.
- iv. Bids received without the EMD will be treated as non-responsive and shall be rejected outright. No further communication from the bidder, in this regard, shall be entertained by the Bureau.
- v. No interest shall be payable by the Bureau on deposited EMD.
- vi. The EMD shall be forfeited in the following cases:
 - a. Any information submitted by the bidder is found to be incorrect or forged.
 - b. If bid is withdrawn during the validity period or any extension agreed by the Bureau and bidder.
 - c. If the bid is modified in a manner not acceptable to the Bureau after opening of the bid.
 - d. If the bidder tries to influence the evaluation process.
 - e. If the bidder fails to pay the performance bank guarantee within 15 days.
 - f. If the Service Provider fails to sign the contract in accordance with clause "Award of Contract".
- vii. EMD of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract'. However, in case of two packet or two stage bidding, bid securities of unsuccessful bidders during first stage i.e., technical evaluation etc. should be returned within 30 days of declaration of result of first stage i.e., technical evaluation etc.
- viii. The bid security of the Service Provider will be returned after signing of contract between the Bureau and Service Provider pursuant to clause 10-K (Award of Contract) and furnishing of PSD pursuant to clause 10-J.

J. Performance Security Deposit (PSD)

- i. The selected bidder shall furnish the Performance Security Deposit (PSD) as per the details prescribed in Notice Inviting Bids of this RFP.
- ii. PSD should be furnished before signing of the contract, within 15 days from the issuance of Lol.
- iii. In case of extension in contract period after completion of 3 years O&M phase, the Performance Security Deposit (PSD) shall be recalculated for the extension period and the selected bidder shall submit the PSD with new amount. As soon as the new PSD is submitted the old PSD will be returned to the selected bidder.
- iv. The Bureau may forfeit the PSD for any failure on part of the selected bidder to complete its obligations under the RFP.
- v. No interest shall be payable by the Bureau on deposited Performance Security Deposit (PSD).

K. Award of Contract

A contract will be awarded to the bidder whose proposal conforms to the RFP and is, in the opinion of the Bureau, the most advantageous and represents the best value to the project, price and other factors considered. Evaluations will be based on the proposals and any additional information requested by the Bureau.

The bidder who will score highest composite bid score (CBS) shall be notified by the Bureau in writing or by email, that their proposal has been accepted (hereinafter the “Letter of Intent”), prior to the expiration of the period of validity of the proposals. The receipt of this letter shall be acknowledged by the Service Provider in writing and shall send its acceptance letter (hereinafter the “Letter of Acceptance”) along with the required PSD to enter into the Contract within fifteen (15) days from the receipt of the Letter of Intent. Upon the successful furnishing of PSD by the Service Provider, contract signing process will take place.

Once the Bureau notifies the Service Provider that their proposal has been accepted, pursuant to the bidder for acknowledging the Letter of Intent (Lol), the Service Provider and the Bureau shall promptly sign the contract. This shall be subject to the furnishing of the PSD as stated in clause above. The Bureau shall have the right and authority to negotiate certain terms with the Service Provider before signing of the contract. The signing of the contract shall amount to award of the contract and the Service Provider shall initiate the execution of the work as specified in the contract.

The Bureau reserves the right to award the contract, with or without further negotiations based on initial offers received.

L. Contract Period

The contract period shall be 3 years from the date of issuance of go-live certificate. After the end of the contract period, the Bureau reserves the right to either continue with the existing bidder (maximum 2 years, one year at a time) as per the existing rates terms and conditions of this RFP or initiate the process of selecting another or replacement agency as Service Provider.

The tenure of contract of the Service Provider will end if:

- i. Bidder contravenes the conditions or clauses as specified in the contract with the Bureau.
- ii. Completion of the tenure as specified in the contract.

M. The Bureau's Right to Accept and Reject e-Bid

- i. Notwithstanding anything contained in this bid, the Bureau reserves the right to accept or reject any bid and to annul the engagement process and reject all bids, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.
- ii. The Bureau reserves the right to reject any bid if:
 - a. At any time, any misrepresentation is made or uncovered, or
 - b. Bidder does not provide, within the time specified by the Bureau, the supplemental information sought by the Bureau for evaluation of the e-Bid.

N. Obligation to Maintain Eligibility and Qualifications

The contract has been awarded to the Service Provider based on specific eligibility and qualification criteria. The Service Provider is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the Service Provider should be pro-actively brought to the notice of the Bureau within 07 days of it coming to the Service Provider's knowledge.

O. Changes in Constitution or Financial Stakes or Responsibilities

The Service Provider must proactively keep the Bureau informed of any changes in its constitution or financial stakes or responsibilities during the execution of the contract. Where the Service Provider is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:

- i. a new partner shall not be introduced in the firm except with the previous consent in writing of the Bureau, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.
- ii. On the death or retirement of any partner of the Service Provider before the complete performance of the contract, the Bureau may, at its option, terminate the contract for default as per the Contract and avail any or all remedies thereunder.
- iii. If the contract is not terminated as provided in Sub-clause (ii) above notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Bureau in writing or electronically.

P. Bidder's Terms and Conditions

- i. Any terms and conditions of the bidder will not be acceptable at any stage of bidding process.
- ii. Any terms and conditions of the bidders mentioned in the bid(s) will not be considered as a part of their bids or contract and may lead to rejection of bid by treating it as non-responsive.

Q. Deviations in Terms and Conditions of RFP

- i. No deviations in the terms and conditions as laid out in the RFP will be accepted.
- ii. Bidders are advised to exercise adequate care in quoting the prices. No modification or correction in the bids will be entertained after the bid submission end date and time.
- iii. Provided that a Technical Proposal is substantially responsive, the Bureau may, at its discretion, request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Proposal related to documentation requirements. Such omission shall not be related to any aspect of the Financial Proposal of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.

R. Assignment and Sub-contracting

The Service Provider shall not sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.

S. Right to Publish

Throughout the duration of this bidding process and contract term, bidders must secure from the Bureau, written approval prior to the release of any information that pertains to the potential work or activities covered under this RFP or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the bid or termination of the contract.

T. Clarifications from Bidders

- i. The Bureau at its sole discretion may contact the bidder for clarification on the responses.
- ii. The Bureau reserves the right to verify the credentials (including documents, declarations, self-certifications) provided by the bidders by its own means and methods. In case the Bureau receives feedback contrary to the responses of the bidder or is not satisfied with compatibility of the experience with the required standards or expectations, the Bureau reserves the right to form its own opinion and even reject the bids and forfeit the EMD.
- iii. If required, the Bureau may also use the other sources of information in proposal evaluation process.

U. Collusive Proposal

- i. Bidders and their employees, agents, advisors, and any other person associated with the bidder, must not engage in any collusive proposal, anti-competitive conduct or any other similar conduct with any other bidder or any other person in relation to the preparation or submission of bid.
- ii. In addition to any other remedies available under any law or any contract, the Bureau reserves the right, in its sole and absolute discretion, to reject any submission lodged by a bidder that engaged in any collusive proposal, anti-competitive conduct or any other similar conduct with any other bidder or any other person in relation to the preparation or lodgement of proposals, and further the EMD or PSD may be invoked.

V. Verification of Original Documents

Before issuing a Letter of Intent (LoI) to the Selected Bidder(s), the Bureau may, at its discretion, ask the Bidder to submit for verification the originals of all such documents whose scanned copies were submitted online along with the technical bid. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the Agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as nonresponsive in addition to other punitive actions like invoking of EMD or PSD or blacklisting of the bidder or both. The evaluation of Bids shall proceed with the subsequent ranked bidder.

W. Code of Integrity in Public Procurement; Misdemeanours and Penalties

i. Code of Integrity

Procuring authorities as well as bidders, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

1. **“Corrupt practice”** - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;
2. **“Fraudulent practice”** - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information, for participation in a tender process or to secure a Contract, or in the execution of the contract;
3. **“Anti-competitive practice”** - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;
4. **“Coercive practice”** - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;
5. **“Conflict of interest”** –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the Tender Process or for personal gain;
6. **“Obstructive practice”** - materially impede procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity’s rights of audit or access to information;

ii. Obligations for Proactive Disclosures:

1. Procuring authorities, bidders, suppliers, contractors, and consultants are obliged under this Code of Integrity to suo-moto proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.
2. Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the Procuring Organisation from participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity.

iii. Misdemeanours

The following shall be considered misdemeanours - if a bidder/ contractor either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

- a) violates the code of Integrity
- b) any other misdemeanour, e.g., supply of substandard quality of material/ services/ work or non-performance or abandonment of contract or failure to abide by 'Bid Securing Declaration'.
- c) has been convicted of an offence:
 - i. under the Prevention of Corruption Act, 1988; or
 - ii. the Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.
- d) is determined by the Government of India to have doubtful loyalty to the country or on national security consideration.
- e) employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement.

iv. Penalties for Misdemeanours

Without prejudice to and in addition to the rights of the Procuring Entity to other remedies as per the Tender-documents or the contract, If the Procuring Entity concludes that a (prospective) bidder/ contractor directly or through an agent has committed a misdemeanour in competing for the tender or in executing a contract, the Procuring Entity shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

1. if his bids are under consideration in any procurement

- a) Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security.

- b) calling off of any pre-contract negotiations, and; 3. rejection and exclusion of Bidder from the Tender Process

2. if a contract has already been awarded

- a) Termination of Contract for Default and availing all remedies prescribed thereunder;
- b) Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate

3. Remedies in addition to the above: In addition to the above penalties, the Procuring Entity shall be entitled, and it shall be lawful on his part to:

- a) File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anti-competitive practices;
- b) Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub-clause.
- c) Remove Bidder or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal.
- d) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.
- e) Debar a bidder/ contractor from participation in future procurements without prejudice to Procuring Entity's legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm. In the case of a Joint Venture/ consortium, all its members shall also stand similarly debarred.

X. Fraud and Corrupt Practices

- i. The bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bureau may reject any submitted bid 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 in the bidding Process.
- ii. The Bureau may also initiate appropriate legal action under relevant Indian laws against the bidder found indulging in fraud and corrupt practices.
- iii. Without prejudice to the rights of the Bureau hereinabove, if an bidder is found by the Bureau 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 bidding process, such bidder shall not be eligible to participate in any tender or RFP issued by the Bureau for a period of 3 (three) years from the date such bidder is found by the Bureau 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, as the case may be.

- iv. Misrepresentation or improper response by any bidder may be led to disqualification of the bidder. If any such disqualification is detected at any stage of bidding process or implementation, such bidders are liable to be blacklisted.

Y. False or Misleading Claims

The Bureau may in its absolute discretion exclude or reject any bid that in the opinion of the Bureau contains any false or misleading claims or statements. The Bureau has no liability to any person or agency for excluding or rejecting any such bid.

Z. Criminal Charges and Conviction

The Bidder warrants that it has disclosed and will continue to disclose during the term of this contract full details of all criminal convictions and all pending criminal charges against it or any of its personnel and associates that would reasonably be expected to adversely affect the bidder and the company who owns the patent of the technology being offered or the Bidder's capacity to fulfil its obligations under this contract. Bidder needs to submit the following declarations regarding:

- i. Non-blacklisting of the bidder (as per the prescribed format in annexures).
- ii. No pendency of any criminal case against the bidder or conviction by any Court of Law (as per the prescribed format in annexures).

AA. Taxes & Duties

- i. All Custom Duties, Excise Duties and any other Taxes, Duties, Cess and Levies payable by the bidder in respect of any transaction for procuring any services, components, equipment, and sub-assemblies shall be included in the bid price and no separate claim on this behalf will be entertained by the Bureau.
- ii. As regards the Income Tax, surcharge on Income Tax and other taxes including tax deduction at source, the bidder shall be responsible for such payment to the concerned authorities within the prescribed period.
- iii. GST shall be paid extra, as applicable.
- iv. Statutory variation in GST in India during the contractual period shall be to the Bureau's account.

BB. Exit or Suspension or Termination of Contract with Service Provider

No order of suspension or termination of contract with the Service Provider would be issued by the Bureau, except after conducting a proper enquiry by a designated officer of the Bureau, authorized in this regard. The grounds for suspension or termination of the Service Provider may include inter alia

- i. Contravention of the conditions or clauses as would be specified in the Contract or Letter of Appointment or Work Order.
- ii. Inability to perform the duties and requirements (non-performance) as would be specified in the contract.

CC. Transfer of Assets in case of Expiry or Suspension or Termination of Contract

In case of expiry or suspension or termination of contract, the Service Provider may be directed by the Bureau to continue all services and also to maintain all project assets including application software, databases, system software, hardware and networking, including documents or any other relevant material that may be in its custody or control, relating to its activities as per the terms and conditions of this RFP.

Termination of the services shall be with immediate effect and would be subjected to the directions of the Bureau. In such a situation, the Bureau may direct Service Provider to continue discharging its role and responsibilities in the transition phase or appoint an administrator to take over the project assets and the management of Service Provider's functions or appoint any agency to take over the project assets and the management of the Service Provider's functions or appoint a successor Service Provider and:

- i. Transfer all or part of the project assets and the management of the Service Provider functions to the new Service Provider, or
- ii. Determine the residual value of the project assets based on guidelines or fair value as determined by the Bureau, or
- iii. Ensure smooth transfer of project assets both tangible and intangible to the new Service Provider.

11. General Terms and Conditions

A. Standards of Performance

The Service Provider shall perform the services and carry out their obligations under the contract with due diligence, efficiency, and economy in accordance with generally accepted professional standards and practices. The Service Provider shall always act in respect of any matter relating to this contract as faithful advisor to the Bureau. The Service Provider shall always support and safeguard the legitimate interests of the Bureau, in any dealings with the third party. The Service Provider shall abide by all the provisions or Acts or Rules etc. of Information Technology prevalent in the country and conform to the standards laid down in this RFP document, in totality.

B. Intellectual Property Right

The Intellectual Property Rights (IPR) for any bespoke development done by the Service Provider during the implementation this project, including all the documents created pertaining to this project in the entire contract period shall lie with the Bureau.

C. Delivery and Documents

- i. The Service Provider shall submit all the deliverables on due date as per the delivery schedule. The Service Provider shall not without the Bureau's prior written consent disclose the contract, drawings, specifications, plans, patterns, samples to any person or agency other than an entity employed by the Bureau for the performance of the contract. In case of termination of the contract, the entire document(s) used by the Service Provider in the execution of project shall become property of the Bureau.
- ii. The bidder shall also provide all necessary documentation as mentioned in Deliverables section of this RFP as part of the deliverables.
- iii. The bidder shall provide all necessary support whenever requested by the Bureau during the entire contract period.

D. Language of Proposal

The Proposals prepared by the bidder and all correspondence and documents relating to the proposal exchanged by the bidder and the Bureau, shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

E. Language of Contract

The contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written or translated accordingly in that language. For purposes of interpretation of the contract, the English documents or translation shall prevail.

F. Authorized Signatory for Bidder

The authorized signatory should be the duly Authorized Representative of the bidder, for which a copy of Power of Attorney or Board Resolution will be submitted along with the technical bid of this RFP. All the documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative. The Power of Attorney or Board Resolution, or any

other document consisting of adequate proof of the ability of the signatory to bind the bidder shall be annexed to the Proposal. The Bureau may reject outrightly any Proposal not supported by adequate proof of the signatory's authority.

G. Suspension of Payments

The Bureau may, by written notice to bidder, suspend all payments under dispute to the bidder hereunder if the bidder fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension:

- i. Shall specify the nature of failure.
- ii. Shall request the bidder to remedy such failure within a period not exceeding thirty (30) days after receipt by the bidder of such notice of failure.

H. Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the agreement.

I. Progress of Project

The Service Provider would be required to intimate the progress of the project to the Bureau in a frequency and manner as may be prescribed post mutual consultation and agreement with the Service Provider after the award of contract.

J. Forfeiture of Performance Bank Guarantee

In case of a Service Provider, the PSD submitted shall be forfeited under the following conditions:

- i. If the Service Provider violates any such important conditions of this RFP.
- ii. If the Service Provider indulges in any such activities as would jeopardize the interest of the Bureau in timely completion of this contract.
- iii. The decision of the Bureau regarding forfeiture of PSD shall be final and in case of dispute this will be governed by the section on Arbitration and Legal Jurisdiction of this RFP.

K. Probity & Publicity

- i. The Bureau requires all the bidders to:
 - a. Declare any actual or potential conflict of interest.
 - b. Not collude with any other bidder or any other contractor who is a potential bidder.
 - c. Comply with all laws in force in India applicable to the bidding procedure like TRAI regulations, DND compliances, Labour Laws, Taxation Laws etc.
 - d. Not attempt to influence the outcome of the bidding procedure by offering any employment, payment or any other incentive to or in any way seek to improperly influence any person employed or engaged by the Bureau.

- e. Not make any press releases or responses to media enquiries and questions pertaining to this process or the subsequent engagement process without the Bureau's written approval.
- ii. If the bidders act contrary to these requirements, the Bureau reserves the right to:
 - a. Terminate negotiations
 - b. Terminate consideration of the bid and
 - c. Terminate any contract that may have been executed by the Bureau with such bidder without any obligation on the Bureau to make any payments to the bidder.

L. Reservation of Rights

The Bureau reserves the right to:

- i. Extend the closing date for submission of the bids.
- ii. Amend the bid requirements at any time prior to the closing date.
- iii. Seek information from or negotiate with one or more of the bidders on any issue at any time and to continue to negotiate with one or more of the bidders.
- iv. Discontinue negotiations at any time with any bidder.
- v. Terminate or abandon this procedure or the entire project before or after the receipt of bids.
- vi. Seek the advice of external consultants to assist the Bureau in the evaluation or review of bids.
- vii. Make enquiries of any person, company, or organization to ascertain information regarding the bidder and their bid.

M. Breach of Statutes

The Service Provider shall indemnify the Bureau against all penalties and liabilities of every kind of breach of any Statutes, Ordinance, Rules and Regulations or By-laws as may be applicable for and in the execution of the contract.

N. Governing Laws

Engagement contract shall be covered and construed in accordance with Laws of India including without limitation, the relevant Central and State Acts and Rules, Regulations and Notifications issued and amended thereunder from time to time.

O. Non-Waiver

Waiver of any breach of the provision of, or any default under the engagement contract must be in writing and signed by the Party granting the waiver. No failure or delay on the part of either Party in exercising or any omission to exercise any right or remedy accusing to either Party under the engagement contract shall be a waiver thereof, nor will any partial exercise of any right or remedy particular be a waiver of further exercise of that right or remedy.

P. Modifications / Amendments, Waivers and Forbearances

1. Modifications/ Amendments of Contract

- i. If any of the contract provisions must be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Procuring Entity, and no modified provisions shall be applicable unless such modifications have been done. No variation in or modification of the contract terms shall be made except by a written amendment signed by the Procuring Entity. Requests for changes and modifications may be submitted in writing by the contractor to the Procuring Entity. At any time during the currency of the contract, the Procuring Entity may suo-moto or, on request from the contractor, by written order, amend the contract by making alterations and modifications within the general scope of the Contract.
- ii. If the contractor does not agree to the suo-moto modifications/ amendments made by the Procuring Entity, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the contractor has consented to the amendment.
- iii. Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Procuring Entity unless and until the same is incorporated in a formal instrument and signed by the Procuring Entity, and till then the Procuring Entity shall have the right to repudiate such arrangements.

2. Waivers and Forbearance

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

- i. Any waiver of a Procuring Entity's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Procuring Entity granting such waiver and must specify the terms under which the waiver is being granted.
- ii. No relaxation, forbearance, delay, or indulgence by Procuring Entity in enforcing any of the terms and conditions of this Contract or granting of an extension of time by Procuring Entity to the contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of Procuring Entity under this Contract, neither shall any waiver by Procuring Entity of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

Q. Defaults, Breaches, Termination and closure of Contract

1. Termination due to Breach, Default, and Insolvency

i. Defaults and Breach of Contract

In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

- a. **Default in Performance and Obligations:** if the contractor fails to deliver any or all of the Services or fails to perform any other contractual

obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.

- b. **Insolvency:** If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- c. **Liquidation:** if the contractor is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture- holders to appoint a Receiver, Liquidator or Manager.

ii. **Notice for Default:**

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

iii. **Terminations for Default**

- a. **Notice for Termination for Default:** In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.
- b. Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Procuring Entity after that.
- c. Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.
- d. All Defect Liability obligations, if any, shall continue to survive despite the termination.

iv. **Contractual Remedies for Breaches/ Defaults or Termination for Default**

If there is an unsatisfactory resolution within this period, the Procuring Entity shall take one; or more of the following contractual remedies.

- a. Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.
- b. Call back any loaned property or advances of payment, if any, with a levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).
- c. Recover liquidated damages and invoke denial clause for delays.
- d. Encash and/ or Forfeit performance or other contractual securities.
- e. Prefer claims against insurances, if any.
- f. Terminate Contract for default, fully or partially including its right for Risk- and Cost Procurement as per following sub-clause.

- g. Risk and Cost Procurement:** In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the “Risk and Cost” of the contractor. Such Risk and Cost Procurement must be contracted within six months from the breach of Contract. The contractor shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the contractor of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

***Note:** Regarding the Services that are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.*

- h.** Initiate proceedings in a court of law for the transgression of a law, tort, and loss, not addressable by the above means.

v. Limitation of Liability

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the contractor to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the Procuring Entity concerning IPR infringement.

2. Termination for Default/ Convenience of Procuring Entity and Frustration

i. Notice for Determination of Contract

- a. The Procuring Entity reserves the right to terminate the contract, in whole or in part for its (the Procuring Entity's) convenience or frustration of Contract as per sub-clause below, by serving written 'Notice for Determination of Contract' on the contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Procuring Entity or the frustration of the contract. The notice shall also indicate inter-alia, the extent to which the contractor's performance under the contract is terminated, and the date with effect from which such termination shall become effective.
- b. Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.
- c. Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.

- d. All Defect Liability obligations, if any, shall continue to survive despite the termination.
- e. The Services and incidental goods/ works that can be delivered or performed within thirty days after the contractor's receipt of the notice of termination shall be accepted by the Procuring Entity as per the contract terms. For the remaining Services and incidental goods/ works, the Procuring Entity may decide:
 - To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or
 - To cancel the remaining portion of the Services and incidental goods/ works and compensate the contractor by paying an agreed amount for the cost incurred by the contractor, if any, towards the remaining portion of the Services and incidental goods/ works.

ii. Frustration of Contract

- a. Notice of Frustration Event: Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party whether as a result of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Procuring Entity shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration as in the sub-clause above.
- b. However, the following shall not be considered as such a supervening cause
 - Lack of commercial feasibility or viability or profitability or availability of funds
 - if caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

iii. Closure of Contract

The contract shall stand closed upon

- successful performance of all obligations by both parties, including completion of Defect Liability obligations and final payment.
- termination and settlements after that, if any.

R. Right to Terminate the RFP Process

- i. The Bureau may terminate the said RFP process at any time without assigning any reason. The Bureau makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- ii. This RFP does not constitute an offer by The Bureau. The bidder's participation in this process may result in short listing the eligible bidders.

S. Disqualification

The Bureau may at its sole discretion and at any time during the evaluation of RFP, disqualify any bidder, if the bidder has:

- i. Submitted the RFP documents after the response deadline.
- ii. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- iii. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc., in any project in the preceding three years.
- iv. Submitted an RFP that is not accompanied by required documentation or is non-responsive.
- v. Failed to provide clarifications related thereto, when sought.
- vi. Submitted more than one bid.
- vii. Declared ineligible by the Government of India or State or UT for corrupt and fraudulent practices or blacklisted.

T. Conflict of Interest

- i. Where there is any indication that a conflict of interest exists or may arise, it shall be the responsibility of the Bidder to inform the Bureau, detailing the conflict in writing as an attachment to this RFP.
- ii. The Bureau will be the sole Arbitrator in cases of potential conflicts of interest. Failure to notify the Bureau of any potential conflict of interest will invalidate any verbal or written agreement.
- iii. A Conflict of Interest is where a person who is involved in the procurement has or may be perceived to have a personal interest in ensuring that a particular Bidder is successful. Actual and potential conflicts of interest must be declared by a person involved in a Bid process.

U. Severability

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

V. Confidentiality

- i. Information relating to the Bureau while examination, clarifications and comparison of the RFP and after award of the Work, shall not be disclosed to any bidders or any other persons not officially concerned with such process until the engagement process is over. The undue use by any bidder of confidential information related to the process may result in rejection of the bid.
- ii. In the course of performing its functions and obligations under this RFP, the Service Provider shall maintain strict secrecy, confidentiality and privacy in respect of the confidential records and information that has come to its possession or knowledge.

- a. Service Provider shall keep confidentiality of the details and information with regard to the project, including systems, facilities, operations, management and maintenance of the systems.
- b. It is agreed between the Bureau and the Service Provider that the Bureau has a right to prevent or prohibit Service Provider at any time from disclosing any information and records to any person and Service Provider shall abide by such decision except as required by any Statutory bodies or by due process of law.
- c. All proprietary Information, documentation and correspondence exchanged between the Bureau and the Service Provider in relation to the project and the performance of tasks by the Service Provider shall be treated as confidential and privileged by the parties and disclosed only to their respective officers, agents, representatives, professional advisors, and members of Official Committees (if any, formed for the purpose) on a need-to-know basis.
- d. Service Provider shall treat information and records provided to it or obtained otherwise by it in connection with the Project or its implementation as confidential and not use the same wholly or partially for any purpose other than for discharging the obligations under this RFP, without the prior written approval of the Bureau except as required by any Statutory bodies or by due process of law.
- e. Information that is in the public domain shall not be considered as confidential information under this RFP.

W. Indemnification and Limitation of Liability

i. Indemnification

The bidder shall indemnify, defend and hold the Bureau and their officers, employees, successors and assigns harmless from and against any and all losses arising from personal injury or claims by third parties pursuant to this agreement, including but not limited to any equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) provided by them or its associated agencies or any act, default or omission of any of them in relation to this agreement.

ii. Limitation of Liability

- a. The aggregate liability of the Service Provider (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this contract, including the work, deliverables or services covered by this contract, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this contract. The liability cap given under this clause shall not be applicable to the indemnification and confidentiality obligations set out in RFP.
- b. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in indemnification clause) even if it has been advised of their possible existence.

- c. The allocations of liability in this clause represent the agreed and bargained for understanding of the parties and compensation for the services reflects such allocations. Each party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other party pursuant to this contract by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

X. Force Majeure

If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this contract nor shall either party shall be by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Director General of the Bureau as the whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the Bureau shall be at liberty to take over from the Contractor at a price to be fixed by Director General, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the Bureau elect to retain.

Y. Disputes and Resolutions

All disputes, differences, claims, and demands arising under the engagement contract shall be referred to arbitration of a sole arbitrator to be appointed by the Director General of the Bureau. All arbitration shall be held in New Delhi. The provisions of the Arbitration and Conciliation Act, 1996 shall be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. No suit or other proceedings relating to said RFP, shall be filed in any Court of law except the competent Courts of Law having jurisdiction within the local limits of New Delhi only, where headquarter of the Bureau is located.

Z. Exit Management

- i. The Service Provider shall submit a detailed exit management plan along with the technical proposal. The Service Provider needs to update the transition and exit management plan on yearly basis or earlier in case of major changes during the entire contract duration. This plan needs to be discussed and approved by the Bureau.
- ii. The exit management plan shall deal with at least the following aspects:
 - a. A detailed plan of the transfer process that shall be used in conjunction with a

- replacement Service Provider including details of the means to be used to ensure continuing provision of the services throughout the transition process or until the cessation of the services, and of the management structure to be used during the transfer;
- b. Plans for the communication with key stakeholders as may be necessary to avoid any material detrimental impact on solution's operations as a result of undertaking the transfer;
 - c. Plans for training of the replacement agency (if any) to run the operations of the LMS to ensure similar user experience. The delivery of training along with handholding support on the same would be the joint responsibility of Service Provider and the Bureau.
- iii. All risks during transition stage shall be properly documented by the Service Provider in the exit management plan and mitigation measures shall be planned in advance so as to ensure a smooth transition without any service disruption.
 - iv. The transition & exit management period will start two (2) months before the expiration of the contract.
 - v. In case of termination, the exit management period will start from effective date of termination, or such other date as may be decided by the Bureau and communicated to the Service Provider.
 - vi. The Service Provider must ensure closing off all critical open issues as on date of exit. All other open issues as on date of exit shall be listed and provided to the Bureau.
 - vii. The Service Provider shall provide necessary knowledge transfer and transition support along with the deliverables as indicated below to the replacement agency or the Bureau:
 - a. Service Provider shall extend full support in transferring the control to the replacement agency or the Bureau.
 - b. Service Provider shall extend full support in successful migration of the LMS Forum from Service Provider's cloud to the replacement agency's or the platform provided by the Bureau.
 - c. Handover complete updated documentation of the entire solution to the Bureau or replacement agency.
 - d. Handover of all the data (database back-up), licenses or keys or credentials (if any) etc. for all OEM products supplied or maintained in the system.
 - e. Handover of the list of complete inventories of all assets created for the project.
 - viii. The Service Provider shall be released from the project once successful transition is completed by meeting the parameters defined in exit management plan for successful transition.
 - ix. During the exit management period, the quality of services by the Service Provider shall not be deteriorated and best efforts shall be put by the Service Provider to maintain it as earlier.
 - x. Payments during the exit management period shall be made in accordance with the payment plan of this RFP.

AA.Miscellaneous

- i. All the deliverables and the data generated during the entire contract period of this project, will be the sole property of the Bureau.
- ii. In the event the Service Provider or the concerned division of the Service Provider is taken over or bought over by another company, all the obligations under the agreement with the Bureau, should be passed on the compliance by the new company or new division in the negotiation for their transfer.

12. Annexures

A. Annexure-I: Cover Letter

[To be submitted on bidder's letterhead]

Date:

To:

Director General
Bureau of Indian Standards
Manak Bhavan
9 Bahadur Shah Zafar Marg
New Delhi – 110002, India

Sub: RFP for Engagement of an Agency for Procurement & Implementation of Learning Management System (LMS) and Development of the e-learning content for Bureau of Indian Standards

Dear Sir,

With reference to your RFP document (Ref No.: ITSD/EF/RFP/2022-23/01 dated: ____-____-2022), we, having examined the RFP document and understood their contents, hereby submit our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.

- 1 All information provided in the Proposal and in the Appendices to it is true and correct and the documents accompanying such Proposal are in original or true copies of their respective originals, as the case may be.
- 2 This statement is made for the express purpose of qualifying as a Service Provider for implementation of LMS, development of e-learning content and its Operation & Maintenance Services thereof for a period of 3 years to the Bureau of Indian Standards.
- 3 We shall make available to the Bureau of Indian Standards any additional information it may find necessary or require to supplement or authenticate the Proposal.
- 4 We acknowledge the right of the Bureau of Indian Standards to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 5 We declare that we have examined and have no reservations to the RFP documents, including any corrigendum or addendum issued by the Bureau of Indian Standards.
- 6 We understand that you may cancel the bidding process at any time and that you are neither bound to accept any proposal that you may receive nor to invite the bidders to submit a proposal for the project, without incurring any liability to the bidders.
- 7 We believe that we satisfy the eligibility criteria and meet(s) the requirements as specified in the RFP document.
- 8 We hereby irrevocably waive any right which we may have at any stage at law or howsoever

otherwise arising to challenge or question any decision taken by the Bureau of Indian Standards in connection with the engagement of the bidder, or in connection with the bidding process itself, in respect of the above-mentioned project and the terms and implementation thereof.

- 9 We agree to keep this offer valid for 180 days (one hundred eighty days) from the proposal or bid submission end date specified in the RFP.
- 10 We agree and undertake to abide by all the terms and conditions of the RFP document.

We submit this proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:	(Signature of the authorized signatory of bidder)
	(Name and designation of the of the authorized signatory of bidder)
Place:	(Name and rubber seal of the bidder)

CERTIFICATE AS TO AUTHORIZED SIGNATORIES

Hereby it is certified that I Mr./Ms. Company Secretary of the bidder M/s....., and that Mr./Ms. who has signed the above bid is authorized to bind the bidder by authorities of its governing body.

(Company Secretary)

Date & Place:

B. Annexure-II: Particulars of Bidder

[To be submitted on bidder's letterhead]

Sr. No.	Heads	Particulars
1.	Registered name of the firm	
2.	Type of the firm (legal entity) <i>(Please enclose self-certified copy of certificate of incorporation)</i>	
3.	Complete address of registered office	
4.	Date and country of incorporation	
5.	Number of years of operations in India	
6.	Number and locations of offices in India	
7.	Contact person details (name, designation, mobile number, email)	
8.	Telephone number (with ISD & STD code)	
9.	Fax number (with ISD & STD code)	
10.	Brief description of the firm including details of its main lines of business along with the brief profile of the organization	
11.	Annual turnover from the business of delivery & implementing Learning Management System (LMS) and e-learning content development for FY 19-20, FY 20-21 and FY 21-22 <i>(enclose certificates duly signed by Chartered Accountant along with seal which should also clearly show the CA's membership number)</i>	
12.	Copy of CMMi certificate and date of assessment	
13.	Validity period of the CMMi assessment	
14.	Copy of bidder's PAN card	
15.	Copy of bidder's GST registration certificate	
16.	Any other relevant information	

Signature of authorised signatory of bidder
Name and designation of authorised signatory of bidder
Telephone & mobile number (with ISD & STD Code)
Fax number (with ISD & STD Code)
E-mail address
Official seal of the bidder

C. Annexure-III: Format for Request for Clarifications

Bidder's Request for Clarification			
Bidder's name:		Name & designation of person submitting request	Address of organization including phone, fax, email
<<Name>>		<Name of primary contact person>	Address: Tel: Fax: E-mail:
#	Bidding document reference (Section or Page No.)	Content as in RFP requiring clarification	Query or points of clarification required
1			
2			
3			
4			
5			

D. Annexure-IV: Format for Providing Past Project Summary of Bidder

[To be submitted on bidder's letterhead]

#	Technical Evaluation Criteria No.	Project Name	Client Name	Project Value	Project Duration	Start & End Date	Project Location
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

E. Annexure-V: Format for providing details of past projects of the bidder

[To be submitted on bidder's letterhead]

#	Items	Guidelines
1.	Name of the project	<<Project Name>>
2.	Client Details	<<Client Name & Complete Address>> <<Contact Person's Name>> <<Contact Number>> <<Email ID>>
3.	Brief about project	<<Provide short narrative description and details of the overall project scope>>
4.	Scope of the work done	<<Provide details of scope of work under contract>>; <<highlight key result areas expected and achieved>>
5.	Duration of the project	<<No. of Years/Months>> From: <<mmm/yyyy>> To: <<mmm/yyyy>>
6.	Relevant work area or domain	<<Specify the relevance of area of work or domain relevant to the requirements of this RFP>>
7.	Location of the project	<<Specify the location of the project implementation>>
8.	Number of locations	<<Specify the number of locations for implementation>>
9.	Contract value	<<Provide particulars on contract value assigned to each major phase and milestone>>
10.	Documents attached	<<work order>>, <<client certificate>>, <<phase completion certificate>>, <<agreement>> etc.

F. Annexure-VI: Financial Proposal Format

[To be submitted on bidder's letterhead]

To:

Director General
Bureau of Indian Standards
Manak Bhavan
9 Bahadur Shah Zafar Marg
New Delhi – 110002, India

Sub: Financial Proposal for Engagement of an Agency for Procurement & Implementation of Learning Management System (LMS) and Development of the e-learning content for Bureau of Indian Standards (RFP Ref No.: NITS/TRG./06/2022-23/RFP/01 dated: ____-____-2022).

Dear Sir,

We are pleased to submit our Financial Proposal for **implementation of Learning Management System (LMS) and Development of e-learning content for the Bureau of Indian Standards** as per the terms and conditions of the RFP document (RFP Ref No.: NITS/TRG./06/2022-23/RFP/01 dated: ____-____-2022).

1. We hereby declare that our financial bid is unqualified and unconditional in all respects.
2. The financial bid has been quoted without seeking any minimum guaranteed support from the Bureau of Indian Standards.
3. Our financial bid is as follows:

A. Implementation of Learning Management System (LMS)

Sr. No.	Particulars	Unit Price	Qty.	Months	Total Price (in INR)
1.	Implementation and Go-live cost				
	A. One-time solution Development, Customization and Implementation cost		1	-	
	B. Perpetual License Cost		1	-	
	Total Cost of Implementation & Go-live				
2.	3 Years Operations & Maintenance (O&M) cost				
	A. Monthly O&M cost of the solution (Note: to be paid quarterly during O&M Phase)			36	
	Grand Total				

B. Development of e-learning content

E-Learning Content Level	No. of screens / slides equivalent to (one) 1 hour of content	Quote: Cost for one (1) hour of learning content (currency: INR) (X)	Hours of Content development Qty in hours (Y)	Total Cost- $Z=(X) * (Y)$
Level 1	40-50		50	
Level 2	35-45		25	
Level 3	25-35		25	
Total Table – B			100 hours	

C. Table -C (Optional Items)

Sr. No.	Description	Amount (INR)
1	Customization Cost, in terms of man days charges (quantity will be decided by the Bureau as per requirement) It is completely optional to the Bureau	
2	1-week training cost, if any additional training is required (in addition to 1-week mandatory training every year)	

*** Customization Cost cannot be more than the “per day cost (Unit price/No. of Days)” calculated using the “One-time Solution Development, Customization and Implementation Cost” quoted above in Table A.**

- a) The price should be quoted in Indian Rupees above by the bidder shall be exclusive of GST and inclusive of all other applicable charges and taxes.
- b) GST shall be paid extra, as applicable.
- c) Payment shall be released after deducting TDS as per applicable provisions of GST and Income Tax.
- d) Any column left blank by the bidder will result in disqualification of the bid.
- e) L1 cost will be decided as per total of Table A and Table B, i.e. Table A + Table B
- f) L1 cost = Table A (Sr.No.1+ Sr.No.2+) + Total (Table B)

Yours faithfully,

Date: (Signature of the authorized signatory of bidder)
(Name and Designation of the of the authorized signatory of bidder)
Place: (Rubber seal of the bidder)

G. Annexure-VII: Format for Earnest Money Deposit (EMD)

<Location, Date>

To:

Director General

Bureau of Indian Standards

Manak Bhavan

9 Bahadur Shah Zafar Marg

New Delhi – 110002, India

Phone Nos.:011-23372193, +91 9868135825

Email id: nits@bis.gov.in

Whereas <<name of the bidder>> (hereinafter called 'the bidder') has submitted a bid in response to the RFP Ref No.: _____ dated: ____-____-2022 for engagement of an agency for implementation of Learning Management System (LMS) and Development of e-learning content for the Bureau of Indian Standards (hereinafter called "the RFP").

Know all men by these presents that we <<name of the bank>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the Bureau of Indian Standards (hereinafter called "the Purchaser") in the sum of INR _____ (in words INR _____ 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 <<insert 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 in the bid or 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 or failure to respond in the subsequent tender process after having been shortlisted.

We undertake to pay to the Purchaser up to the above amount upon receipt of the 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:

1. Our liability under this Bank Guarantee shall not exceed INR _____/- (in words INR _____).
2. This Bank Guarantee shall be valid upto <<insert date>>.
3. 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:

H. Annexure-VIII: Format for Performance Bank Guarantee (PBG)

(PERFORMA OF BANK GUARANTEE)

THIS DEED OF GUARANTEE executed on this the _____ day of _____ at _____ by _____ (*Name of the Bank*) having its Head or Registered office at _____ hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of

Bureau of Indian Standards, (hereinafter referred to as “the Bureau”) which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

- A. By the Agreement (“AGREEMENT”) being entered into between the Bureau and _____, a _____ (company or LLP firm) incorporated under the provisions of the _____ Act, _____, having its registered office at _____, (hereinafter referred as “Service Provider”) for implementation of Learning Management System (LMS) and Development of e-learning content for the Bureau (hereinafter referred to as “The Project”).
- B. As per terms of RFP, the Service Provider is required to furnish to the Bureau, an unconditional and irrevocable bank guarantee for an amount of INR _____ (in word INR _____) only as security for due and punctual performance or discharge of its obligations under the agreement relating to implementation of Learning Management System (LMS) and Development of e-learning content for the Bureau.
- C. At the request of the Service Provider, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance or discharge by the Service Provider of its obligations relating to the Project;

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalized terms used herein but not defined shall have the meaning assigned to them respectively in the Agreement.
2. The Guarantor hereby irrevocably guarantees the due and punctual performance by _____ (Service Provider) of all its obligations relating to the Project and in connection with design, implementation and operation of the solution by the Service Provider, in accordance with the Agreement.
3. The Guarantor shall, without demur, pay to the Bureau sums not exceeding in aggregate INR _____, within five (5) calendar days of receipt of a written demand therefore from the Bureau stating that the Service Provider has failed to meet its obligations under the Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Service Provider or validity of demand so made by the Bureau and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Service Provider or any other Person. The Guarantor’s obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

4. In order to give effect to this Guarantee, the Bureau shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted to the Service Provider or postponement or non-exercise or delayed exercise of any of its rights by the Bureau or any indulgence shown by the Bureau to the Service Provider and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by the Bureau or any indulgence shown by the Bureau, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until _____ (180 days after completion of project duration or tenure of appointment) unless discharged or released earlier by the Bureau in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be limited to a sum of INR _____.
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Service Provider or the Guarantor or any absorption, merger or amalgamation of the Concessionaire or the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

by _____ Bank, by the hand of Mr. or Ms. _____
it's _____ and authorized official.

I. Annexure-IX: Undertaking for availability of Sufficient IT Manpower

Undertaking for availability of Sufficient IT Manpower to support the requirements of RFP

[To be submitted on bidder's letterhead]

Date:

To:

Director General
Bureau of Indian Standards
Manak Bhavan
9 Bahadur Shah Zafar Marg
New Delhi – 110002, India

Sub: Undertaking for Sufficient IT Manpower

Dear Sir,

In accordance with eligibility requirements of this RFP (Ref No.: ITSD/EF/RFP/2022-23/01 dated: ____ - ____ -2022) process, we _____ <Name of the bidding firm> _____ wish to declare that we have more than _____ <number of employees> full time employees on our own payroll, competent to support Bureau of Indian Standards's Project to execute and deliver the services as per the envisaged scope of work.

Yours faithfully,

Date:

(Signature of the authorized signatory of bidder)

(Name and designation of the of the authorized signatory of bidder)

Place:

(Name and rubber seal of the bidder)

J. Annexure-X: Self-declaration on No Conflict of Interest

Format for Self-declaration on “No Conflict of Interest”

[To be submitted on bidder’s letterhead]

Date:

To:

Director General
Bureau of Indian Standards
Manak Bhavan
9 Bahadur Shah Zafar Marg
New Delhi – 110002, India

Sub: Undertaking for No Conflict of Interest

Dear Sir,

In accordance with the RFP document (Ref No.: ITSD/EF/RFP/2022-23/01 dated: ____ - ____ -2022), we,
M/s _____ wish to declare that we do not have any conflict of interest that may
affect the current Bidding Process.

Yours faithfully,

Date:

(Signature of the authorized signatory of bidder)

(Name and designation of the of the authorized signatory of bidder)

Place:

(Name and rubber seal of the bidder)

K. Annexure-XI: Undertaking of Clean Track Record

Format for Undertaking on Clean Track Record – No Corrupt or Fraudulent Practices

[To be submitted on bidder's letterhead]

Date:

To:

Director General
Bureau of Indian Standards
Manak Bhavan
9 Bahadur Shah Zafar Marg
New Delhi – 110002, India

Sub: Undertaking of Clean Track Record

Dear Sir,

With reference to the above subject, we hereby wish to inform that, we, M/s_____ aren't debarred by any Central or State Government Department or Institution as on the date of submission of the bid and there has been no litigation with any Department or PSU or Corporation in Central or State Government which may have any material impact on our ability to deliver the project (if awarded) or under a declaration of ineligibility for corrupt or fraudulent practices as on date_____.

We hope that this undertaking provided hereinabove shall suffice the purpose. In case you need any further clarification, we would be glad to provide the same.

Yours faithfully,

Date:

(Signature of the authorized signatory of bidder)

(Name and designation of the of the authorized signatory of bidder)

Place:

(Name and rubber seal of the bidder)

L. Annexure-XII: Financial Capability Statement

Format for submitting financial capability

[To be submitted on CA's letterhead]

I hereby declare that I have scrutinized and audited the financial statements of M/s_____. Turnover* and Net Worth of the bidder (name of the Bidder) as on 31st March 2022 as per audited statement is as follows:

Financial year	Turnover (INR Crore)	Net Worth (INR Crore)
2019-20		
2020-21		
2021-22		

*To be provided from latest available Audited statement

The organization is a profit-making _____ (company or LLP firm) with positive net worth for each of the last three financial years (FY19-20, 20-21, 21-22) as on 31st March 2022.

(Sign and seal of Chartered Accountant)

M. Annexure-XIII: Declaration of no pendency of any criminal case

Declaration regarding no pendency of any criminal case against the bidder or conviction by any Court of Law

[To be submitted on bidder's letterhead]

Date:

To:

Director General
Bureau of Indian Standards
Manak Bhavan
9 Bahadur Shah Zafar Marg
New Delhi – 110002, India

Sub: Declaration regarding not involving in any Criminal Offence by any Court of Law

Dear Sir,

I/We declare that no criminal case is registered or pending against the _____ (company or LLP firm) or its owner or partners or directors anywhere in India. I/We further declare that neither I/we nor our _____ (company or LLP firm) or its owner or partners or directors are found guilty of any criminal offence or convicted by any Court of Law.

Dated theday of2022.

Yours faithfully,

Date:

(Signature of the authorized signatory of bidder)

(Name, address and designation of the of the authorized signatory of bidder)

Place:

(Name and rubber seal of the bidder)

N. Annexure-XIV: Compliance to Rule 144 (xi) of General Financial Rules (GFR), 2017

Declaration regarding compliance to the rule 144 (xi) of General Financial Rules (GFR), 2017

[To be submitted on bidder's letterhead]

Date:

To:

Director General
Bureau of Indian Standards
Manak Bhavan
9 Bahadur Shah Zafar Marg
New Delhi – 110002, India

Sub: Declaration regarding compliance to the rule 144 (xi) of General Financial Rules (GFR), 2017

Dear Sir,

I have read the clause regarding restrictions on procurement from a bidder of country which shares a land border with India; I certify that we, M/s_____ are not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that we, M/s_____ fulfils all requirements in this regard and is eligible to be considered. (where applicable, evidence of valid registration by the competent authority shall be attached.)

Dated theday of2022.

Yours faithfully,

Date:

(Signature of the authorized signatory of bidder)

(Name, address, and designation of the of the authorized signatory of bidder)

Place:

(Name and rubber seal of the bidder)

O. Annexure-XV: Declaration regarding Non-blacklisting

Declaration regarding non-blacklisting of bidder

[To be submitted on bidder's letterhead]

Date:

To:

Director General
Bureau of Indian Standards
Manak Bhavan
9 Bahadur Shah Zafar Marg
New Delhi – 110002, India

Sub: Declaration regarding Non-blacklisting of the firm or company

Sir,

I/We hereby declare that our _____ (Firm or company or LLP firm) is not black-listed or debarred from tendering for corrupt or fraudulent practices or non-delivery or non-performance, by any Ministry or Department of Central Government/ State Government or PSU or NASSCOM or other bodies under the Central Government/State Government.

Dated theday of2022.

Signature of Authorized signatory of Bidder _____
Name, Address and designation of authorized Signatory of the Bidder _____
Name and rubber seal of the Bidder _____
Seal of the Firm/ Company

P. Annexure-XVI: Manufacturer's (OEM) Authorization Form (MAF)

Manufacturer's (OEM) Authorization Form (MAF)

[To be provided on the Letter head of the OEM duly signed & stamped by their Authorized Signatory.]

Date:

To:

Director General
Bureau of Indian Standards
Manak Bhavan
9 Bahadur Shah Zafar Marg
New Delhi – 110002, India

Sub: RFP for Procurement & Implementation of Learning Management System (LMS) and Development of the e-learning content for Bureau of Indian Standards.

We hereby submit the following: -

1. We M/s are the OEM of the product/Solution), being offered to the Bureau of Indian Standards (the Bureau) through M/s (Bidder's Name), who is our authorized Partner/representative in India for supply of this solution.
2. The bidder i.e. M/s.....has IP (Intellectual property) rights for the products or is the authorized reseller of the OEM product/solution i.e. to the Bureau.
3. We agree to provide services as per the scope of work and technical specifications of this RFP through our partner M/s... ..
4. In case the authorized bidder i.e. M/s..... is not able to perform obligations as per contract during contract period, we will perform the said obligations.
5. We undertake to continue to extend services as per given scope of work of RFP during contract period through mutually agreed third party in case:-
 - a) Bidder M/s____, ceases to exist from the ICT Industry OR
 - b) Bidder M/s____ stops services or support to the Bureau OR
 - c) There is dispute between bidder M/s____, and us. OR
 - d) Bidder M/s....., terminates contract due any reasons with us.

Dated theday of2022.

Yours faithfully,

Date:

(Signature of the authorized signatory of bidder)

(Name, address, and designation of the of the authorized signatory of bidder)

Place:

(Name and rubber seal of the bidder)

Q. Annexure-XVII: Capsule Course Subjects

S.No.	Capsule Course Subject
1	Packaged Drinking Water (IS 14543, IS 13428)
2	Electric Cables (IS 694, IS 7098-1, IS 1554 (Part 1), IS 14255)
3	Protective Helmets for 2 wheeler riders (IS 4151)
4	Plywood and Allied Products (IS 303, 1659, IS 710, IS 1328, IS 4990)
5	Fire Extinguishers (IS 15683, IS 16018, IS 4308)
6	PVC and HDPE Pipes and Fittings (IS 4985, IS 4984, IS 13592, IS 14735, IS 15778, IS 12818)
7	Milk Powder (IS 1165, IS 1166, IS 13334 (Part 1), IS 13334 (Part 2), IS 14433 , IS 17945)
8	Irrigation Pipes (IS 17425 , IS 12786, IS 13487 , IS 13488)
9	Domestic Electrical products (IS 4250, IS 302-2-30, IS 368 , IS 302-2-201)
10	Concrete Products (IS 15658, IS 2185-3, IS 12592, IS 458)
11	Pumps and Motors (IS 8034 , IS 14220, IS 9079, IS 8472, IS 12615, IS 996, IS 9283)
12	Textile Products (IS 16186, IS 1943, IS 14887, IS 16208, IS 16703, IS 14968, IS 14252)
13	Toys (IS 9873 Part 1, IS 15644)
14	Steel Products (IS 1786, IS 513 (Part 1), IS 2830, IS 2062, IS 1161, IS 1239 P1, IS 3601, IS 4923, IS 9295)
15	Transformers (IS 1180 (Part 1))
16	Domestic Gas Stoves for use with LPG (IS 4246)
17	Domestic Pressure Cooker & Utensils (IS 2347, IS 1660)
18	Cement (IS 1489: Part 1, IS 269, IS 455)
19	Cast Iron Pipes and Fittings (IS -1879, IS 8329)
20	Conduits for Electrical Installation (IS 9537 Part 3, IS 14927)

S.No.	Capsule Course Subject
	(Part 2), IS 16205 (Part 24))
21	LPG Cylinders (IS 3196, IS 13258)
22	Electrical Switch and Sockets (IS 1293, IS 3854)
23	Bitumen Emulsions (IS 73, IS 8887)
24	Electric Water Heaters (IS 2082, IS 8978)
25	Welding Electrodes (IS 814, IS 15769, IS 10631)