

Center for Assessment, Evaluation and Research (CAER)

Request for Proposal (RFP)

Live Online Training System

February 28th, 2014

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<http://www.indiacaer.org/>

Center for Assessment, Evaluation and Research (CAER)

4th Floor, 17 Rouse Avenue, New Delhi 110 002

Request for Proposal: Live Online Training System

Sealed tender containing Technical and Financial Bid are invited for **Live Online Training** through "Audio Video Lecture Capture & Distribution" System.

The last date for submission of the bids is 02/04/2014 by 3:00 PM. Tender document can be downloaded from www.indiacaer.org and submitted with DD of Rs.1000/- towards the cost of the document favouring Centre for Assessment, Evaluation and Research and payable at Delhi.

The Technical Bids will be opened on 02/04/2014 at 4:00 PM.

For details please see indiacaer.org

Sd/-

Director, CAER

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1. INTRODUCTION TO CAER

Established under the guidance of the Ministry of Human Resource Development (MHRD) as a public private partnership between the CBSE and the Pearson Foundation, the CAER is a not for profit organization established to provide the much needed research base to build the capacity of teachers, teacher educators and education practitioners and to assist the policy making organizations in making research informed decisions. The CAER is a national resource for the educational community in India and looks to partner with other educational organizations as the knowledge partner in the areas of assessment and evaluation.

The vision of the CAER is to establish a centre of excellence in educational assessment, research and professional development, leading to an improvement in the access, equity and quality of learning in India.

The CAER discharges its functions through its three verticals of Research, Continuous Professional Development and Publications.

Continuous Professional Development (CPD)

The CPD activities at the CAER are aimed to improve the teachers assessment literacy, provide capacity building of school leaders, training of the examination coordinators and paper setters and monitor the quality of in-school professional development. The CAER conducts training programs in the areas of assessment and assessment literacy.

2. SCOPE OF WORK

Under the vertical of Continuous Professional Development, CAER proposes to undertake training and capacity of teachers, state board officials and other stakeholders through online medium. CAER intends to engage an agency capable of providing an end to end solution for audio video recording of lectures (given by a Trainer) and distribution over internet to a wide group of teachers, academicians and other educationists (referred to as Trainees). The audio video recordings will be distributed to trainees in two modes, Pre-recorded Lectures and Live Streaming, both through internet. The Scope of the work will include:

Content Creation

1. Providing a Recording Studio (at a location in NCR acceptable to CAER)
2. Complete hardware and software required to record, edit, modify all related tasks for completion of videos to be created as per CAER needs. This should include addition of English / Hindi subtitles to the videos. A translation of the English content delivered by the CAER trainers into Hindi through a voice over will also be required.
3. Storyboard and scripting of the raw content provided by CAER to make it ready for recording.
4. Recording, editing and finalizing of the videos to be used by the CAER as per need
5. Processing of Audio-Video for quality improvement which should include (but not limited to) high definition recording, high quality image and sound etc.
6. Compression of Audio-Video Files for Size Reduction
7. Encryption of Audio-Video Lectures for Security
8. Updating (rerecording, editing) of the videos as required to keep all recorded videos updated and current
9. Undertaking Audio Video recording Services on time to time basis (including all support for shooting, editing and all related work for final completion of the video), as required by CAER

Software Solution

1. Design, Development and Implementation of the Solution (Hardware as well as Software) for performing following tasks:
 - a. Providing a Software Platform which could be built from scratch or be an off the shelf product (modifiable as per CAER requirements) and should have the following features:
 - i. The trainees should be able to see multiple views (atleast two as mentioned) in the video, like trainer view and the presentation view
 - ii. The trainees should be able to make bookmarks at various places in the video lecture for viewing at a later time and have the ability to take notes
 - iii. The trainees should be able to ask questions at any instance in the video and have a chat facility during live training. The trainees should be able to send questions during asynchronous sessions to the trainer via emails.
 - iv. The trainees should be able to upload feedback and assignments which can be captured by the existing technology platform (Pupilpod) of CAER
 - v. The trainer should be able to edit videos and embed text, images and other objects at any instance in the video, which can be viewed by the trainees.

- vi. The trainer can upload tests, which can be taken online by the trainees and the response coming back to the trainer. These tests can happen both during and after the video lectures.
- b. Hosting the Software platform and the audio video lectures on the Cloud (similar to Amazon, Google) provided by the vendor, so that the trainees as well as trainer can view the recorded lectures along with all the features on a standard browser at any location. The secure server to host these videos will also be provided for by the vendor.
- c. Facility of Live Streaming of Audio Video Lectures to trainees, all over the world. The platform should allow for atleast 500 users to be logged in at one time during synchronous trainings conducted and for upto 100000 users to be able to access the videos in an asynchronous mode at one time.
- d. Providing both system and user-acceptance testing of the software platform including the provision of
 - i. test cases
 - ii. defect identification log
 - iii. defect prioritization, correction, and tracking
 - iv. release planning and documentation.
- e. Providing both a Staging and Production site of the platform to facilitate coding, testing, defect identification, releases, and versioning of the software.

2. Provide 5 copies of the DVD per module recorded to the CAER
3. Integrating the Software Platform with the existing websites of CAER and its technology partner Pupilpod. This should allow trainees to login to the platform through the existing Pupilpod infrastructure of the CAER
4. The solution offered by the vendor should extend the access of videos and live sessions (streaming or archived) through mobile devices.

Services and Support

1. Provide a Project Manager to act as a liaison between the CAER and the vendor organization to support the clear capture and implementation of the detailed requirements.
2. Provide live technical support (phone and chat) required during live sessions conducted and also a 30 minute response time to support required for on-demand videos during all days (Mon - Sat) between 8 AM - 8 PM.
3. Ensure complete security for the videos to ensure that there is no misuse or fraudulent downloads of the videos and content created. This should include the blocking of screen captures.
4. Provide ongoing support and maintenance of the platform, through the life of the contract, to ensure successful delivery of the trainings.
5. To ensure that maintenance and upgrades to the platform are done at the least disruptive times and that the uptime of the content and site is maintained at 98%.

Training

1. Train the required CAER officials and / or Centre personnel on the usage of system on a regular basis.

It is estimated that approximately 500 learning modules will be conducted in a year (through live sessions or on demand method), each of around 10 - 15 hour duration (these can be packaged as smaller sub sessions for ease of use). However, CAER shall not be responsible for any minimum guarantee for the same. These sessions can be live-streamed or stored as repository for later distribution to trainees. All the recorded sessions will be the sole property of CAER.

3. BIDDER QUALIFICATION CRITERIA

All prospective bidders must necessarily fulfil the minimum qualification criteria as laid out in this section and this should be evidenced in the Technical Response submitted by bidders and supported by necessary documentary proofs as enlisted in the table below. The Technical Response shall be strictly submitted in the Technical Bid Format as in Annexure 1. The criteria can be met jointly by the bidders in case of a consortium. In the event of a consortium, the submission should be made by the Lead Partner. All communication will be with the Lead Partner

S No	Eligibility Criteria	Details to be submitted
1	The bidder is registered IT/ITES company in India as per Company Act 1956 and should have been in operation for a period of at least 2 years as on 30th September, 2013	Copy of Certificate of Incorporation / Registration, PAN No. Copy, Service Tax Registration Certificate, should be submitted along with technical bid.
2	The Bidder has registered an average turnover of at least Rs. 20 lakhs for the last 2 financial years, i.e., 2012-13, 2011-12 (financial year shall mean the period 1st April to 31st March), as per the audited accounts. The figures should not include the turnover of associate companies.	Copy of audited Balance Sheet and Profit and Loss account should be submitted along with the technical bid.
3	The bidder should be owner of or developer of the software solution. The Bidder must be in a position to provide support / maintenance / up-gradation during the period of contract.	The Bidder should provide an undertaking to this effect on its company letterhead.
4	The bidder should have supplied, installed and commissioned a similar solution (Software & Equipments) to any educational institute in India in the last two (2) financial years.	Bidder should submit experience certificate as obtained from the customer.
5	The bidder should not have been debarred or blacklisted by any government / non-government body in the last 2 financial years	The Bidder should provide an undertaking to this effect on its company letterhead.
6	The solution offered by the bidder should not include any software / equipment which are marked to be withdrawn from the market (End of Life) during the next 12 months, or reaching End of Support (EOS) in the next 12 months.	The Bidder should provide an undertaking to this effect on its company letterhead.

4. EVALUATION AND SELECTION CRITERIA

The final evaluation will be based on a Quality cum Cost Basis (QCBS). There will be 70% weightage for the Technical Evaluation and 30% for the Financial Evaluation.

4.1 Evaluation of Technical Bid

The technical bid will be evaluated based on (i) Technical Bid Details; and (ii) the Demo given to CAER.

The Evaluation Committee will examine all of the technical pre-requisites for the conduct of the services. Each Bidder will be awarded a Technical Score (TS) as per the details submitted in the technical bid as well as the demo given to CAER.

4.2 Evaluation of Financial Proposal

Financial Proposals of only those bidders will be opened who pass the TS arrived at from the technical evaluation process described above.

Financial Proposals of the bidders should be as per Annexure 2 of the RFP and will be awarded Commercial Scores (CS) out of a maximum of 100 points by the Committee.

4.3 Final Evaluation

Method of calculating of the Final Score (FS)

$$\text{Final Score (FS)} = \text{TS} * 0.7 + \text{CS} * 0.3$$

Where TS stands for Technical Score & CS stand for Commercial Score

The bidder with the highest FS will be awarded the final contract.

Evaluation to arrive at final score including final evaluation will be based on the price quoted for per user per training module (where each module is of approx 10 - 15 hours broken into sub-sessions).

For calculation of the Technical Score (TS) please see Annexure - 1

For calculation of the Commercial Score (CS) please see Annexure - 2

5. IMPLEMENTATION SCHEDULE

The system should be operational by 16/05/2014, which will include the following:

- a. Providing recording studio facility
- b. Providing Software Solution with all the features
- c. Training CAER on usage of the Solution
- d. Providing a browser based software solution and hosting the solution as well as first recorded lecture on Cloud for viewing by trainees

For a smooth roll out of the solution the successful bidder will meet with the CAER to develop a common agenda for Implementation Schedule that will comprise a detailed plan showing deliverables and schedules through each phase of the project. The successful bidder should provide the following:

- a. Approach and methodology which the bidder proposes to execute with stated deliverables.
- b. Complete project management methodology including the following:
 - a. Responsibilities of the Service provider
 - b. Project planning and execution
 - c. Project Monitoring and Control
 - d. Contact Details of the Bidder's Dedicated Personnel

6. INSTRUCTION TO THE BIDDERS

6.1 General information

This document should be read in consonance with any Addendum that may be issued with the RFP. The bidder is required to read the RFP document and the Addendum(s) and would be deemed to be in knowledge of the provisions of both the document and the Addendum(s). No claim of any nature whatsoever shall be entertained in this regard. In case of any conflict between the addendum(s) and the RFP document, the provisions of the RFP document shall prevail for all intents and purposes.

Proposals duly filled-in and accompanying all supporting documents should be submitted on or before the given time after which no RFPs would be accepted.

The bids will be opened at the given address in the presence of representatives of the participating bidders as per the bid schedule mentioned below. The Bids of only those bidders who have submitted the RFP document fees and EMD will be opened.

6.2 Schedule of the Bidding Process

S. No.	Activity	Date
1	Publishing of RFP on Website	28/02/2014 Updated on 21/3/2014
2	Deadline to submit clarifying questions	26/03/2014
3	Reply by CAER to clarifying questions	31/03/2014
4	Submission of Final Bid	02/04/2014
5	Opening of Technical Bids	02/04/2014
6	Demo to CAER	09/04/2014
7	Award of Contract	16/04/2014

The bids will be opened on the scheduled date and time even in case of absence of the bidder. RFPs shall be submitted fully in accordance with the requirements of the General Terms and Conditions. Appropriate format prescribed with this document shall be used for filling quotations. Incomplete, illegible and unsealed RFPs will be rejected. Telegraphic RFPs will not be accepted and no correspondence will be made in this regard.

All offers should be made in English. Conditional offers and offers qualified by vague and indefinite expressions such as “Subject to immediate acceptance” etc. shall be summarily disqualified.

The price and conditions of the offer should be valid for at least a period of 120 days from the date of RFP opening. RFP with validity of less than 120 days will be rejected.

The bidder shall carefully examine the RFP documents and the technical specifications and fully acquaint themselves as to all the conditions and matters, which may in any way, affect the work or the cost thereof. Should a RFP find discrepancies in or omissions from the specifications or other documents, or should there be any doubt as to their meaning, he should at once notify CAER, New Delhi and obtain clarification by e-mail arjun.bahadur@indiacaeer.org. This however does not entitle the bidder to ask for time beyond the due date fixed for receipt of RFPs.

Submitted RFP forms, with overwritten or erased or illegible rate or rates not shown in figures and words in English, will be liable for rejection. In case of discrepancy between words and figures noted against each item of the RFP and between unit rates and the total amount, the decision of the CAER will be final and binding on the bidders.

Total of each item and grand total of the entire RFP should be clearly written. Corrections in the RFP, if unavoidable, should be made by rewriting with dated initial of the bidder after scoring out the incorrect entries. Clerical and arithmetical mistakes may result in rejection of the RFP.

Request from the bidder in respect of additions, alterations, modifications, corrections etc. of either terms or conditions or rates after opening of the RFP will not be considered.

6.3 Sealing and Marking of Bids

1. The Bidder shall submit the Bid in the format specified in the RFP (Annexure 1) and seal it in an envelope and mark the envelope as “TECHNICAL BID”.
2. The supporting documents accompanying the Bid shall be placed in a separate envelope and marked as “Enclosures of the Bid”.
3. The Bidder shall submit the financial Bid in the format specified at Annexure 2 and seal it in an envelope and mark the envelope as “FINANCIAL BID”

The three (3) envelopes containing the above three separate sections shall be placed in an outer envelope sealed and marked as “BID FOR LIVE ONLINE TRAINING” and addressed to:

Director
CAER
4th Floor, Shiksha Sadan
17, Rouse Avenue
New Delhi - 110092

The outer envelope should also clearly state the bidders name, address and contact phone numbers, fax number and email ID.

5. Each of the envelopes shall be addressed to so as to reach latest by 02/04/2014 up to 3:00 PM at the address mentioned above.

6.4 Bidders should note that:

- If the envelopes are not sealed and marked as instructed above, CAER assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.
- While RFPs are under consideration, bidders and their representatives or other interested parties, are advised to refrain from contacting by any means bidders' personnel or representatives, on matters relating to the RFPs under study. CAER if necessary will obtain clarification on RFPs by requesting such information from any or all the bidders either in writing or through personal contact as may be necessary. The bidder will not be permitted to change the substance of his offer after the RFPs have been received in CAER. Any attempt by any bidder to bring pressure of any kind, may disqualify the bidder for the present RFP and the bidder may be liable to be debarred from bidding for CAER RFPs in future for a period of two years. CAER reserves all rights to cancel the RFP without assigning any reason thereof.
- Govt. Levies like service tax shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price excluding Service Tax etc.
- The proposal should be submitted in English Language and prices quoted in INR.
- Bidder shall stamp & sign all pages of RFP and page numbering must be done. Total no. of pages in the bid also may be indicated.
- In case of any discrepancy between rates mentioned in figures and words, the latter shall prevail.
- Any attempt to influence direct or indirect on the part of the RFP with the authority to whom he has submitted the RFP or authority who is competent finally to accept it after he has submitted his RFP or any endeavour to secure any interest for an actual or prospective bidder or to influence by any means the acceptance of a particular RFP will render the RFP liable to be excluded from consideration.

6.5 Amendments to RFP

At any time prior to the deadline for submission of Bids, CAER may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

Any Addendum thus issued will be notified only on the website for information to all the Bidders and no other means of communications will be used by CAER

In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the CAER may, at its own discretion, extend the Bid Due Date.

6.6 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its bid and CAER will in no case be responsible or liable for these costs, whether or not the Bid is finally accepted.

The RFP Document can be downloaded from CAER's website (indiac aer.org). A payment of Rs. 1000/- as the cost of the document, to be remitted, in the form of a Cash/DD in favour of Centre for

Assessment, Evaluation and Research payable at New Delhi. The bid response should be accompanied by either proof of prior payment or a Demand Draft of Rs 1000/- drawn in favour of Centre for Assessment, Evaluation and Research payable at New Delhi.

6.7 PROPOSAL VALIDITY

Technical and Financial Proposals shall remain valid for a period of 120 days from the date specified for opening of Technical Bid. CAER, New Delhi shall reject the Proposal as being non-responsive if it is valid for a shorter period.

In exceptional circumstances, prior to expiry of the original Proposal validity period, CAER, New Delhi may extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing to or by facsimile on the listed contact information of the Bidders. In such cases, the Bidders shall not be required or permitted to modify the Proposal, but shall be required to extend the validity of the Proposal for the extension period.

6.8 EMD

The bidder shall furnish, as part of its general bid, an EMD of amount Rs. 1,00,000/- (Rupees One Lakh only). The EMD will be in the form of Demand Draft from any Scheduled Commercial Bank located in India drawn in the favor of 'Centre for Assessment, Evaluation and Research', New Delhi, payable at New Delhi and will not be liable for any interest. Any bid not containing the EMD will be rejected as non-responsive. Unsuccessful bidders EMD will be discharged / returned as promptly as possible without interest.

6.9 BID OPENING

Bids will be opened in the presence of the representatives of the bidders who wish to attend the opening of the bids. Technically qualified bids will be taken up for further processing. Financial Bids of technically qualified bidders will be opened in the presence of the bidders / representatives on a separate date and time which will be notified separately. No discussion / interaction will be held with the bidders whose bids have been rejected / disqualified.

CAER reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever. The RFP Evaluation Committee(s) shall evaluate the Technical Bids and Financial bids. The decisions of the Evaluation Committee(s) in the evaluation of the bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee(s). At the date, time and location of the bid opening as specified in the RFP, the Evaluation Committee(s) shall open the Proposals, in the presence of Bidders' designated representatives who choose to attend. The Bidders' representatives who are present shall sign a register evidencing their attendance. The Bidders' names, and any such other details as the Evaluation Committee(s) may consider appropriate, will be announced by the Evaluation Committee(s) at the opening. The Evaluation Committee(s) reserves the right at any time to postpone or cancel a scheduled bid opening. The bids will be opened at the address specified in RFP.

6.10 LANGUAGE OF BID & CORRESPONDENCE

The Bid will be prepared by the Bidder in English language only. All the documents relating to the Bid (including brochures) supplied by the Bidder should also be in English, and the correspondence between the Bidder & CAER will be in English language only.

6.11 BID CURRENCIES

Prices shall be quoted in INDIAN RUPEES, inclusive of all prevailing taxes.

6.12 EVALUATION & SELECTION CRITERIA

The Evaluation Committee will carry out a detailed evaluation of the Proposals as per section 4 of RFP in order to determine whether the technical aspects are in accordance with the requirements set forth in this document.

6.13 DISQUALIFICATION OR REJECTION OF RFP

The RFP is liable to be rejected or the bidder be disqualified at any stage on account of the following. If the bid or its submission is not in conformity with the instruction mentioned herein.

- If the bid is not accompanied by the requisite RFP document cost
- If it is not signed with seal, on all the pages of the bid document.
- If it is received after the expiry of due date and time.
- If it is incomplete and required documents are not furnished.
- If it is misleading or false statements/ representations are made as part of prequalification requirements
- If found to have a record of poor performance such as having abandoned work, having been inordinately delayed completion and having faced commercial failures etc.

6.14 FORFEITURE OF EMD

EMD submitted may be forfeited under the following conditions -

- a. If the bid or its submission is not in conformity with the instructions mentioned herein
- b. If the bidder withdraws the RFP before the expiry of the validity period
- c. If the bidder violates any of the provisions of the terms and conditions of the RFP

In case of a successful bidder, EMD may be forfeited if he fails to -

- a. accept award of work
- b. sign the contract and the SLA with the CAER after acceptance of communication on placement of award
- c. furnish performance security or the bidder violates any such important conditions of this RFP or indulges in activities which would jeopardize the interest of the CAER. The decision of the Director CAER will be final and shall not be called upon question under any circumstances.

A default in such a case may involve in black listing of the bidder by the CAER.

6.15 TERM AND COMPENSATION FOR TERMINATION OF CONTRACT

The term of the contract will be valid for one year which will be extendable up to three years. If the bidder fails to carry out the award / work order in terms of this document within the stipulated period or any extension thereof, as may be allowed by CAER, New Delhi, without any valid reasons acceptable to it, may terminate the contract after giving one month notice, and the decision of Director CAER, in the matter shall be final and binding on the bidder. Upon termination of the contract Director, CAER, New Delhi shall be at liberty to get the work done at the risk and cost of the bidder through any other agency, and to recover from the bidder compensation or damages and to impound the performance guarantee.

7. AWARD OF WORK

Notwithstanding anything else contained to contrary in this RFP Document, Director, CAER reserves the right to accept or reject any Bid or to annul the bidding process fully or partially, or modifying the same and to reject all Bids at any time prior to the award of work, without incurring any liabilities in this regard.

7.1 NOTIFICATION OF AWARD

Prior to the expiry of the period of Bid validity, Director, CAER, New Delhi will notify the successful Bidder in writing by speed post or Fax or email that its Bid has been accepted. The liability of the bidder to perform the services will commence from the date of notification of Award. The Completion Period shall be counted from the date of 'Notification of Award of Work'.

7.2 SIGNING OF CONTRACT

Within five working days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to CAER. Any incidental expenses on execution of agreement shall be borne by the successful Bidder. A Service Level Agreement (SLA) will be signed with the bidder at the time of awarding the contract. The SLA will cover the response time for various technical and non-technical issues.

7.3 CORRUPT OR FRAUDULENT PRACTICES OR CONFLICT OF INTEREST

The CAER requires that the bidders under this RFP observe the highest standards of ethics during the bidding and execution of the contract. In pursuance of this policy, the CAER defines the terms set forth as follows:-

(a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the CAER who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Award of Work or has dealt with matters concerning the Service Level Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the CAER, shall be deemed to constitute influencing the actions of a person connected

with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Award of Work or after the execution of the Service Level Agreement, as the case may be, any person in respect of any matter relating to the work or the Award of Work or the Service Level Agreement, who at any time has been or is a legal, financial or technical adviser of the CAER in relation to any matter concerning the work; (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ; (c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process; (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the CAER with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

(f) “Conflict of Interest” means without limiting the generality of the word, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if: (i) such Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest, or (ii) a constituent of such Bidder is also a constituent of another Bidder; or (iii) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or (v) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others’ information about, or to influence the Bid of either or each of the other Bidder; or (vi) such Bidder has participated as a consultant to the CAER in the preparation of any documents, design or technical specifications of the proposal. The Director CAER will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices or conflict of interest in competing for the contract in question. The Director CAER, will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is determined that the Bidder has engaged in corrupt and fraudulent practices in competing for or in execution of the contract.

7.4 TERMINATION FOR DEFAULT

Director, CAER, may without prejudice to any other remedy for breach up of terms and conditions (including forfeiture of Performance Security) by written notice of default sent to the bidder, terminate the work / task in whole or in part, after sending a notice to the bidder in this regard: If the bidder fails to deliver or complete the job assigned in the terms and conditions within the time period (s) specified in the RFP Document.

If the bidder fails to perform any other obligations under the terms and conditions.

7.5 PROGRESS OF THE PROJECT

Progress of the Project may be intimated in writing to the Director, CAER, New Delhi with a copy to the Deputy Director, CAER, on a weekly basis. The CAER shall review the progress on quarterly basis and further extension of contract shall be subject to satisfactory performance in previous quarter.

7.6 CONFIDENTIALITY

Any information pertaining to CAER or any other agency involved in the project, matters concerning CAER that comes to the knowledge of the bidder in connection with this contract, will be deemed to be confidential and the contractor will be fully responsible, for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to observe the same. The bidder shall ensure due secrecy of information and data not intended for public distribution. The affidavit to this effect should be submitted along with security deposit.

7.7 FORCE MAJEURE

This clause shall mean and be limited to the following in the execution of the contract

- War / hostilities
- Riot or civil commotion
- Earth Quake, Flood, Tempest, Lightning or other natural physical disaster Restrictions imposed by the Government or other statutory bodies, which is beyond the control of the consultant, which prevent or delay the execution of the order by the consultant.

The Agency shall inform Director, CAER, New Delhi in writing the beginning and the end of the above clauses of delay, within 7 days of occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, Director, CAER, reserves the right to cancel the contract without any obligation to compensate the bidder in any manner for whatsoever reason, subject to the provision of clause mentioned.

7.8 ARBITRATION

- All disputes, differences, claims and demands arising under the contract shall be referred to the Director, CAER, New Delhi for final decision and the same shall be binding on all parties.
- Any other terms and conditions mutually agreed prior to finalization of the order / agreement shall be binding on the bidder.
- Director, CAER and the selected agency shall make every effort to resolve amicably through direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute arises between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matter the decision of which is specially provided for by the general conditions, such disputes shall be referred to two arbitrators, one to be appointed by each party and the said arbitrators shall appoint an umpire in writing before entering into the reference and the award of the arbitration or umpire, as the case may be shall be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or reenactment thereof the arbitration proceeding shall be held in Delhi.

7.9 LEGAL JURISDICTION

All legal disputes are subject to the jurisdiction of Delhi courts only.

7.10 COMPLETENESS OF RFP OFFER

The Bidder is expected to examine all instructions, forms, terms, conditions and deliverables in the RFP Documents. Failure to furnish all information required by the RFP documents or submission of a RFP offer not substantially responsive in every respect to the RFP documents will be at the Bidder's risk and may result in rejection of its RFP offer. The RFP offer is liable to be rejected outright without any intimation to the Bidder if complete information as called for in the RFP document is not given therein, or if particulars asked for in the Forms / Performa in the RFP are not fully furnished.

7.11 SOFTWARE OWNERSHIP

- Organization should have all the necessary processes in place for entire Software Development Life Cycle (SDLC)
- It would be preferable for the bidder to have all the necessary components of source code in place and any change required in any of the components of the software, in-house technical skill should be available to make necessary changes
- Software code should be versioned, labelled and base lined appropriately in a standard version control system within the organization
- Software code should have multiple backup systems in place so that anytime source code can be recovered in case of any disaster. Organization should have the test cases and regression testing code to prove that they have done necessary testing for the software. This should include performance testing also.
- Organization should have in-house quality assurance group and a strong quality management system to do quality check of the software

7.12 INTELLECTUAL PROPERTY RIGHTS

All issues arising out of Intellectual Property Rights will be dealt by the vendor.

If the IPR of some free content is already with a 3rd party, and the vendor is using it with the consent of the 3rd party, then the IPR will continue with the 3rd party and be used with permission.

All content created by the vendor for the CAER will remain property of the CAER and the CAER will have the IP rights over the content. The vendor will not use any content of the CAER either created by the vendor for CAER or otherwise for any purpose other than as defined by the CAER.

7.13 PERFORMANCE GUARANTEE

The winning bidder will have to give a performance guarantee in the form of a bank guarantee for an amount equal to 10% of the contract value for the duration of the contract.

8. ANNEXURES

8.1 Annexure 1: Technical Bid

The technical bid should contain following details:

1. Company Information - Background, overview of services and capabilities, Biodatas of Management and key personal, contact information
2. The Solution Brief
3. The Features of the Solution - Development plan, List of Tasks
4. Implementation Methodology
5. Details of Infrastructure Required
6. Timelines
7. List of deliverables
8. Project Team Details
9. Vendor references
10. Any other information, which should support the bid

See Annexure 3 for Format.

The Calculation of the Technical Score (TS) will be done as follows -

$TS = 0.2 * \text{Company Information} + 0.3 * \text{Solution Brief (including features)} + 0.2 * \text{Implementation Methodology} + 0.2 * \text{Project Team} + 0.1 * \text{Vendor References}$

Where all parts will be evaluated on a scale of 1 - 10.

8.2 Annexure 2: Format of Financial Bid

THE QUOTATION PRICE

The Invitation to Quote requires a price as described below:

S.No.	Users	Price per User per Training Module (Rs.) inclusive of all taxes
1	Upto 1000 users in a year	
2	For 1001 and more users	
3	Average of 1 & 2 above	Financial Score

- a. S. No. 1 will contain the price per user for 1-1000 users, whereas S.No. 2 will contain the price for 1001 and above users. For e.g. if there are 1500 user session in a year, and the price in S. No. 1 is 10 and Price in S. No. 2 is 5, then the Financial Score will be $1000*10 + 500*5 = \text{Rs. } 12500$.
- b. The payment will be monthly, at the end of each month, within 30 days of receipt of invoice.
- c. Each user module will be of approximately 10 - 15 hours broken into sub sessions.
- d. Users will purchase the modules from the CAER website and will have access to the module videos for a period of three months per purchase.

The Calculation of the Commercial Score (CS) will be done as follows -

The Commercial Score will be normalized on a scale of 100 with the lowest financial score being normalized to 100 and the rest being awarded on a pro-rate basis i.e. the proposal with the lowest cost will be awarded the highest financial score of 100 points.

The following normalization procedure will be used -

$$\text{CS} = (\text{Minimum financial score received} / \text{Financial Score of the vendor}) * 100$$

8.3 Annexure 3: Format for Submitting Technical Bid

Name of Company and website (in case of a consortium, please submit details for each partner)	
Name of Authorized Person	
Designation	
Telephone Number	
Mobile Number	
Email	
PAN Number of Organization	
Service Tax Registration of Organization	
Turnover of Organization 2012 - 13 2011 - 12	
Biodata of Key Personal	(Attach)
Project Team Details	(Attach)
Overview of Services and Capabilities	(Attach)
Development Plan	(Attach)
List of Tasks	(Attach)
List of Deliverables	(Attach)
Implementation Methodology	(Attach)
Infrastructure Required	(Attach)
Timelines	(Attach)
Vendor References	(Attach)
Other Relevant Details	(Attach)
In case of Consortium, kindly submit division of deliverables by each partner	(Attach)