

PENSION FUND REGULATORY AND DEVELOPMENT
AUTHORITY

Request for Proposal (RFP)

**For Installation, Commissioning and Maintenance of Learning
Management System (LMS) for Imparting training under NPS**

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Abbreviations

| | | | |
|--------|---|--------|--|
| PFRDA | Pension Fund Regulatory and Development Authority | | |
| NPS | National Pension System | PoP | Point of Presence |
| LMS | Learning Management System | PoP-SP | Point of Presence – Service Provider(Authorised branches of POP for NPS) |
| KMS | Knowledge Management System | SRS | System Requirement Specifications |
| GPR | Government Process Re-engineering | SDS | System Design Specifications |
| CB | Capacity Building | STQC | Standardization Testing and Quality Certification |
| CRA | Central Recordkeeping Agency | SOP | Standard Operating Procedures |
| PAN | Permanent Account Number | SLA | Service Level Agreement |
| PRAN | Permanent Retirement Account Number | GIGW | Guidelines for Indian Government Websites |
| SLA | Service Level Agreement | QCBS | Quality and Cost Based Selection |
| APY | Atal Pension Yojana | UAT | User Acceptance Testing |
| APY-SP | APY-Service Providers | EMD | Earnest Money Deposit |
| TB | Trustee Bank | PBG | Performance Bank Guarantee |
| PBG/PG | Performance Bank Guarantee | SI | System Integrator |
| RA | Retirement Advisers | PrAO | Principal Accounts Office |
| CD | Compact Disc | DTA | Directorate of Treasury and Accounts |
| CV | Curriculum Vitae | PAO | Pay and Accounts Office |
| ES | Evaluation Score | DTO | District Treasury Office |
| NLOO | NPS-Lite Oversight Office | DDO | Drawing and Disbursing officer |

| | | | |
|------|----------------------------|--------------|---|
| NLAO | NPS-Lite Account Office | CHO | Corporate Head Office |
| NLCC | NPS-Lite Collection Centre | CBO | Corporate Branch Office |
| | | Nodal Office | Government offices like Pr.AO, PAO and DDO which interact with CRA on behalf of the Subscriber are collectively referred as Nodal Office. |

1. Invitation for Bids

1.1.RFP notice

This RFP document invites detailed bid proposals from the interested parties (bidding service provider/agency s) to submit their pre-qualification criteria, technical and financial offers for installation, commissioning and maintenance of LMS in accordance with the conditions and manner prescribed in this RFP document.

Bidding service provider/ agencies are advised to study this RFP document carefully and ascertain the eligibility conditions before submitting their proposals in response to the RFP notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

2. Critical Information

T: (Date of issuance of RFP i.e. 14-06-2018)

| S. No | Information | Details |
|-------|--|--|
| 1 | Bid inviting authority | Pension Fund Regulatory and Development Authority |
| 2 | Last date for submission of written queries for clarifications | 20-06-2018 at 03:00 p.m. Email : pujima.s@pfrda.org.in and p.chatterjee@pfrda.org.in |
| 3 | Cost of RFP document | The cost of RFP is ZERO. |
| 4 | Earnest Money Deposit (EMD) | ₹ 1,00,000/- (₹ One lakhs) in the form of Demand Draft or Fixed Deposit Receipt (valid for a period of one year) from Nationalized/ Scheduled commercial Bank in favor of: PFRDA, payable at New Delhi or Bank Guarantee from Nationalized/Scheduled Commercial Bank in acceptable form valid for a period of 1 year |
| 5 | Date of pre-bid conference | 21-06-2018 03:00 PM (Request you to kindly intimate us on your participation via mail one day prior to the pre-bid) |
| 6 | Bid Validity Period | 120 days from the last date (deadline) for submission of proposals, which may be extended in exceptional circumstances |
| 7 | Last date (deadline) for submission of Bids | 05-07-2018 up to 03:00 PM |
| 8 | Opening of Technical Bids | 05-07-2018 at 04-00 PM |
| 9 | Opening of Financial Bids | 18-07-2018 at 03-00 PM |
| 10 | Contact Person for queries | Shri Prodeepto Chatterjee, Manager, Training PFRDA-2nd Floor, Chatrapati Shivaji Building, Qutub Institutional Area, Near Katwaria Sarai, New Delhi-110016 Email : p.chatterjee@pfrda.org.in |
| 11 | Addressee and Address at which proposal in response to RFP notice is to be submitted | Dr Purnima Sharma, Deputy General Manager PFRDA, Chatrapati Shivaji Building B-14A Qutub Institutional Area, New Delhi-110016. Purnima.s@pfrda.org.in |

| | | |
|----|---|---|
| 12 | Deadline/ last date for furnishing performance security | Within 15 days from the date of issue of Work order |
| 13 | Performance security value (Performance Bank Guarantee) | 10% of the contracted amount in the form of Bank Guarantee (from Nationalized/ Scheduled Commercial Banks only) |
| 14 | Performance security validity period | Valid for 60 days beyond the period of contract. |
| 15 | Deadline / last date for signing | Within 15 days of receipt of the Work Order |
| 16 | Agreement/contract | Tenure of Contract would be effective for a period of two years from the date of Signing of contract |
| 17 | Tenure of contract | Two years |

3. Introduction

3.1. Program Background

Pension Fund Regulatory and Development Authority, is the regulator for National Pension System and other pensions schemes and was initially established under the Government of India resolution dated 10.10.03 and 14.11.08. It has since been established under the provisions of the Pension Fund Regulatory and Development Authority Act, 2013, consequent upon the notification of the said Act on 01.02.14. PFRDA intends to train employees of Points of Presence (POPs) /POP-Service Providers/APY-Service Providers/Corporates/ Nodal officers of Central & State Governments/ Nodal officers of State and Central Autonomous Bodies/ Retirement advisors or any other stakeholder registered with PFRDA.

3.2. About PFRDA and NPS

Pension Fund Regulatory and Development Authority initially established by a notification of the Government of India, dated 10.10.2003, is a statutory Authority, set up through an Act of Parliament being the “The Pension Fund Regulatory and Development Authority Act, 2013” notified w.e.f. 01.02.2014. In accordance with the provisions of the said Act, PFRDA is mandated to promote old age income security by establishing, developing and regulating pension funds, to protect the interest of the subscribers to the schemes of pensions funds and for matters connected therewith or incidental thereto. PFRDA has been entrusted with the responsibility to regulate, promote and ensure orderly growth of the National Pension System (NPS) and other pension schemes not regulated under any other enactment.

National Pension System (NPS) earlier termed as New Pension Scheme (NPS) was launched with effect from 1st January, 2004 and in the initial phase covered the new entrants to the Central Government services (excluding Armed Forces) as well as State Government and Central Autonomous bodies. NPS was extended to all citizens of India from 1st May, 2009.

3.3. Target Group for training

National Pension System (NPS): NPS is available for all sections of the society. It can be broadly classified as:

a) NPS – Government Sector

NPS is mandatory for Government employees who join the Central Govt. service and the Central Autonomous Bodies w.e.f. 1/01/2004 and the State Government service and State Autonomous Bodies from the date notified by the respective State Governments.

b) NPS- Private Sector

NPS—Private Sector caters to the needs of different sections of the society by providing a platform for planning and savings for pension. Various models are available for specific sections of the society:

I. NPS-Corporate

NPS corporate model was introduced in December 2011 to provide a platform to the employees of the corporates/public sector undertakings /firms etc. Under this model various entities like companies, societies, SMEs, PSUs, partnership firms, proprietorship firm etc. can register for providing pension benefits to their employees. The registration of corporates and underlying employees is voluntary. Hence, there is a need to create awareness among the corporates and their employees about NPS.

II. NPS- Individual Sector (All Citizen Model)

NPS was extended to all citizen of India on voluntary basis w.e.f. 01 May 2009. Under this model any Indian citizen in the age group of 18-65 years can open an NPS account and save for his future.

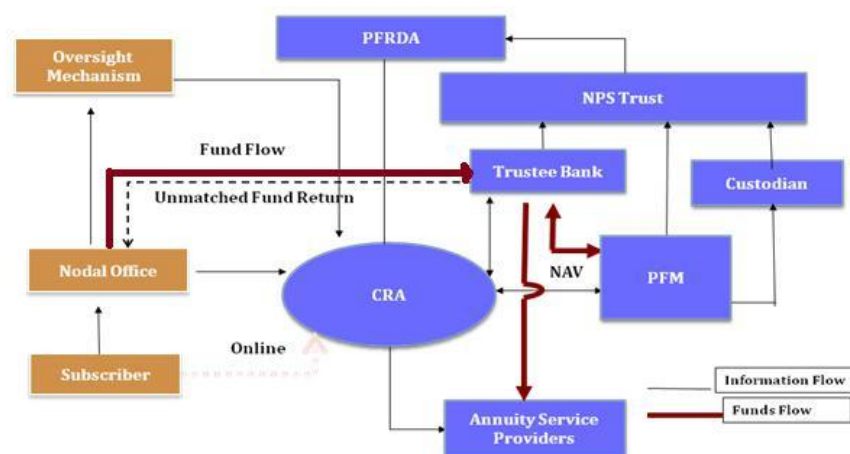
III. NPS-Lite (NPS-Swavalamban)

NPS Swavalamban is targeted at the weaker and disadvantaged sections and covers informal sector workers who are not covered under any other organized pension scheme. Swavalamban incentive of Govt. of India is offered to all the eligible accounts on fulfilling certain conditions until 2016-17. The said scheme has stopped enrolling new subscribers w.e.f. 01.04.2015 consequent upon the launch of the Atal Pension Yojana.

IV. Atal Pension Yojana

Atal Pension Yojana is a Government of India scheme administered and regulated by Pension Fund Regulatory and Development Authority. It is available to all Indian citizens between the ages of 18-40 years.

3.4. NPS Architecture



4. Learning Management System (LMS)

4.1. Project Introduction

In order to meet the objective of capacity building of the intermediaries under NPS, APY and various other schemes administered and regulated by PFRDA and improve the awareness on the pension products through online mode, enabling the use of technology to ensure wider reach and access to information. PFRDA intends to adopt the e-learning mode through LMS.

This is the objective behind exploring the option of e-learning through a dedicated Learning Management System (LMS).

The LMS would enable learning, which could be self-paced to ensure that the updated information on NPS, APY and various other schemes administered and regulated by PFRDA is available to the officers of intermediaries. The training content would comprise of modules for different sectors. Each training module, specific for a sector, is to be followed by an assessment test. On successful completion of assessment test, a certificate would be awarded to the participants. The training module would enable up-gradation of knowledge on the product features, benefits and various processes on NPS, APY and various other schemes administered and regulated by PFRDA.

LMS would allow efficient and effective administration of the overall training and learning process by making available the regular updated content at a lesser cost and provide means to measure and track the training coverage across the country.

4.2. Project Objective

To ensure access, reach, scalability and flexibility of learning and capacity building pan India for all the nodal officers and participants across the NPS and APY intermediaries on pension schemes regulated and administered by PFRDA.

PFRDA proposes to acquire a solution which would provide a readymade Learning Management System (LMS) to provide training to the officers of the registered intermediaries under NPS. This LMS solution shall be implemented based on managed cloud based hosting model over a dedicated instance. The LMS software offered may have to be customized to meet PFRDA's specific requirements. The solution should have following broad features:

- a. User Administration module
- b. Training modules for different sectors
- c. Performance report and certification for different sectors
- d. Nomination Management / System notifications
- e. E-learning Management
- f. Course creator/editor tool content authoring.
- g. Feed back
- h. Reports/MIS
- i. Assessment survey/test engine.
- j. Course certification

4.3. Key Outcomes expected through LMS

- (i). Accessibility of good quality and standardized NPS and APY learning modules anytime, anywhere for all compliance/nodal officials of the registered intermediaries under NPS.
- (ii). Modules with content based on the specific requirements of different sectors to be developed.
- (iii). The LMS would, at the minimum, be a one point for access to all kinds of content, related to Self-learning, Blended learning, etc. on NPS and APY related topics, e-Reading material, PPTs, Assignments, Videos, Games, Quizzes, etc.
- (iv). Certificate of completion/merit/proficiency, to be provided in the LMS.
- (v). Multi-user platform for participants/trainees, nodal officers, authority
- (vi). Provide a wide variety of periodic reports.

5. Objectives from the LMS:

5.1. Manage training more effectively

All training activities will be contained within one location and thus reduce efforts and costs, while also creating greater scope for interaction and feedback opportunities.

5.2. Improve compliance reporting:

The LMS can track the training accessed by the participants and the scores or modules they complete respectively, allowing the management to track the reach across the sectors and focus on the improvement on the content to suit the needs of specific sector .

5.3. Combine formal and informal learning for an increased overall value:

Learning and learning retention is accelerated through the integration of an online method of study and allows participants to go at their own pace.

5.4. Empower administration:

The management will become more informed of what learning the participants acquire and the topics that need greater focus in creating awareness on NPS.

6. Roles and Responsibilities of the different stakeholders

| SL No. | Roles | Responsibility |
|--------|------------|---|
| 1 | PFRDA | <ul style="list-style-type: none">• To provide vision & strategy for implementation of LMS.• Provide scope & functionality required for LMS and facilitating in implementation.• Provide baseline content for the authoring and content development for insertion in the LMS.• Validation of the content based on the inputs received from the LMS vendor .• Provide guidance to the stakeholders/intermediaries during the LMS implementation. |
| 2 | LMS vendor | <ul style="list-style-type: none">• Suggesting an LMS design.• LMS content authoring and development. This would inter alia but not limited to, include modification in the content based on suggestions and inputs provided by PFRDA and also based on the interactivity level of the eLearning platform (Level1 and/or Level 2)*.• Provide sufficient resources & technical support during operations & maintenance phase• Provide platform for MIS and report generation.• Provide training on LMS functionalities to 1 batch of upto 10 personnel from PFRDA, once a year.• Preparation of a LMS SOP (Standard Operating Procedure) and training PFRDA team on the LMS functionalities.• Provide customization and updation as and when required (Change request form at annexure VIII)• Deployment & Go-live of LMS system• Support over any defect fixing/ bug fixing as required during LMS. |

*- For the understanding of this document the Level 1 and Level 2 content are defined as-

Level 1- The training course is linear and considered basic training in which the trainee would act only as an information receiver. Content to consist of

- ☐ graphics,
- ☐ images & simple animation,
- ☐ rollovers and
- ☐ basic quiz questions.

Level 2- At this level, learners would interact with the resources such as

- ☐ clickable animated graphics
- ☐ navigation expands to menus, glossaries and links to external resources audio and video content.

7. Scope of Work

7.1. The proposer is expected to provide timely & effective online trainings on NPS or any other scheme under NPS/APY as specified by PFRDA, to employees of Points of Presence (POPs)/POP-Service Providers/Aggregators/APY-Service Providers/ Corporates/ Nodal officers of Central & State Governments/ Nodal officers of State and Central Autonomous Bodies/ Retirement advisors or any other stakeholder registered with PFRDA and involved with the promotion, collection, remittance of funds there under on the terms and conditions defined in this RFP and the terms and conditions of the contract to be entered with successful bidding service provider/agency . The details of the envisaged online training are given in the following subsections.

| S.No. | Sector/Segment | Total number of officers intended to be Trained |
|-------|------------------|---|
| 1 | CG | 5975 |
| 2 | SG | 54645 |
| 3 | SAB | 3401 |
| 4 | UoS | 18353 |
| 5 | Corporate-POP | 941 |
| 6 | Corporate-Direct | 3 |
| 7 | NPS-Lite-DOP | 116 |
| 8 | NPS-Lite/APY | 40863 |
| | Total | 124296 |

- LMS is a system envisaged to facilitate/enable online learning driven by role-based and sectoral requirements.
- LMS to allow efficient administration of training, provide ease of access to knowledge on product and processes, in an environment which allows flexible learning and regular content update at an affordable cost.

8. Expectations from LMS

The following are the expectations from LMS in terms of its functioning:

8.1. Target User Base: LMS is a system targeted at all the employees of Points of Presence (POPs) /POP-Service Providers/APY-Service Providers/Corporates/ Nodal officers of Central & State Governments/ Nodal officers of State and Central Autonomous Bodies/ Retirement advisors or any other stakeholder registered with PFRDA. The

current implementation is aimed at around 500 concurrent connections in the initial year and with option to upscale the number of concurrent connections later on, if the number of participants increases. Hence, provision to be made for the same.

- 8.2.** LMS is expected to provide a platform to provide online training on NPS/APY to participants across all intermediaries.

9. Project outlines

This project envisages the Installation, Commissioning and Maintenance of an integrated Learning Management System (LMS) for PFRDA. This LMS solution shall be implemented based on managed cloud based hosting model over a dedicated instance. The data shall reside in India premises, i.e No Data Center shall be clustered outside India. A broad workflow of the overall functioning of LMS is as follows:

❑ User registration:

| S No | Sectors | Offices registered in CRA system (provided with 7 digit registration id) | | |
|------|---------------------|--|--------|-------|
| 1 | Central Government | PrAO | PAO | DDO |
| 2 | State Government | DTA | DTO | DDO |
| 3 | Un-organised sector | POP | POP-SP | |
| 4 | Corporate | CHO | CBO | |
| 5 | NPS -Lite | NL-OO | NL-AO | NL-CC |

Request for registration to be made online. All the registered nodal officers under various sectors may register using their 7 digit registration id provided during registration under NPS and undergo training. All the other participants desirous of training would register through their concerned nodal officers. The concerned nodal officer for the participant would log in with his registration id and allot login ids to the underlying participants/officers who would be nominated for training by providing extension numbers. The registration numbers in these cases would be the Nodal officer's own 7 digit registration id suffixed with running extension numbers (starting from 1). During nomination, the participants desirous would provide the details of the members nominated for training viz-registration id , name, designation, office address, email ids and mobile numbers.

The participants would receive activation mails on their mobiles and email id and would activate the registration and undergo training in the LMS using their allotted registration id and the password provided therein. Bidder to provision for an integration of the LMS with PFRDA's SMS gateway and email service. PFRDA shall provision for the cost of the SMS / email etc.

The participants would be tagged to their respective sectors and their nodal officers or the equivalent. A separate profile of each nominee/participant shall be created and the record of his training progress shall also be maintained.

- Registration id for Nodal officers in government sector(CG and SG): <XXXXXXX>-7 digit Reg id provided by CRA.
- Registration id for officers in other sectors: <YYYYYYY>-7 digit Reg id as provided by CRA.
- Registration id for all other participants tagged to either above a) or b):<7 digit reg id of concerned Nodal office><Running serial no starting from 1>

❑ Communication mails and messages:

On receipt of the registration request, the request authenticity and the details provided to be validated. The agency would send activation mails with activation link to the nominated participants to their email ids and SMS to their mobile numbers. Registration would be complete on clicking on the activation link.

? User profile:

The participant's profile will be created having the details of the participants, sector/module, the progress of the training, provision for discussions and feedback, grievance resolution, online assessment and the score.

The user will login to the LMS and shall be directed to the dashboard where the request training to be undertaken by the participant are mentioned based upon his sector under NPS. The participant may then undergo the training.

? Online assessment:

Performance of the participants to be measured. User to undergo online assessment of the training module after completing the training content.

? Notification and system update:

On successful completion of the assessment test the participant to be notified about the completion and the system to be updated. Status to be updated in the dashboard and all the trainings to be tracked.

? Content creation and updation:

The training content to be designed sector wise and post review and approval from PFRDA may be uploaded in the LMS system. PFRDA would require 2 hrs of e-learning content(level 1 and level 2) for each sector/module. The number of slides may be 40 for 1 hr. Bidder to plan for and provide revisions / customisation in the e-Learning content as and when required upto a maximum of 20% of the content duration, every 6 months during contract duration.

Module1: For nodal officers in Government sector-Central and State

Module2: For nodal officers/compliance officers in Corporate sector

Module 3: For nodal officers in Bank and Non Bank Points of Presence (POP-SPs)

Module 4: For nodal officers in Banks for Atal Pension Yojana (APY-SPs)

? Reporting:

The Nodal officers in the government sector/equivalent officers in other sectors can pull out the reports to monitor the training completion of the underlying tagged participants.

PFRDA to have access to all the reports on the progress of the trainings being undertaken by the participants across all the sectors.

A dashboard to be provided with access to reports on the status and progress of the trainings undertaken by the participants across all sectors.

• Workflows

LMS vendor is expected to design and share a detailed workflow for each of the module in the LMS system and obtain PFRDA sign-off over the same.

The broad indicative components suggested to be part of this LMS system, but not limited to, are as follows-

- (i). NPS/APY LMS Portal designing/ customization
- (ii). Content Management which would inter alia include authoring, module preparation and content structuring, Topic/ page navigation, question builder and certification builder.

- (iii). Development of other Functionalities (including Registration, Virtual Learning, Security etc.)
- (iv). Online Assessment

The LMS solution shall be implemented keeping in mind the different sectors and their specific training requirements. As per DeitY (Government of India) policy, preference shall be given Open Source Software (OSS). However, PFRDA is open for both Closed Source Software (CSS) and Open Source Software (OSS). The Bidding service provider/agency shall provide justification of exclusion of OSS in their response as the case may be. PFRDA will decide by comparing both OSS and CSS options with respect to capability, strategic control, scalability, security, life time costs and support requirements.

The following are the minimum features along with scope and functionality expected from the LMS solution being implemented by the LMS vendor.

9.1. LMS Portal Features Functional Requirements

- 9.1.1.** The system should support sector/module wise access to LMS.
- 9.1.2.** There should be an integrated portal for access to Learning Materials, Threaded Discussion Groups, Online Notice Board, Synchronous Collaboration (Chat, Whiteboard), Arrangement / Personalization of the portal etc.
- 9.1.3.** The portal should support exhaustive search of learning materials, discussion forums, notices, learner notes, etc.
- 9.1.4.** The portal should be customizable for various visual designs.

9.2. Technical Requirements

- 9.2.1.** The Portal should be fully browser based and should not require any client side software installation.
- 9.2.2.** LMS shall be browser independent, ie LMS shall function on all the popular browsers. For eg. Chrome, Internet Explorer, Mozilla etc.
- 9.2.3.** The portal should be in a responsive web design.

10. Training Management Module

10.1. Functional Requirements

- 10.1.1.** The system should be a single point of entry for the training module. It should facilitate tracking and management of training events, automated collection, analysis, and interpretation of training data.
- 10.1.2.** The system should support management of all types of learning events.
- 10.1.3.** The system should support creating a participants/trainee Inventory. This repository should help in generating sector specific participants training status reports.
- 10.1.4.** LMS should have an option to provide certificates of completion to the participants upon completion of the trainings.
- 10.1.5.** Participant/trainee's reporting/ nodal officer should be in a position to monitor the progress and score in assessment tests.

11. Content Management Module

11.1. Functional Requirements

- 11.1.1.** The system should be able to deliver all types of contents, e.g., text, graphics, audio, video.
- 11.1.2.** All content should be fully viewable using any popular browser. Standard plug-ins that are available free of cost may be used but there should not be any requirement for any proprietary client side software installation.
- 11.1.3.** The participant should be able to access the module pertaining to his sector and/or the sector selected for which he/she wants training. The system should maintain detailed record of trainee's interaction with various elements of the system, i.e., which training module the learner/trainee has studied, for how long, which discussion forums he/she has visited, how many messages learner/trainee has posted, etc.
- 11.1.4.** The system should enable to monitor the learning through various graphical reports detailing the usage of the system, time spent, pages interacted with and assessment tests.

11.2. Technical Requirements

- 11.2.1** The Content Delivery System should be SCORM 1.2/ SCORM 2004 / xAPI standard compliant. Full support for the standard should be provided including run-time API.
- 11.2.2.** The Content Delivery Engine should provide integration with QTI compliant Assessment Engine. The student records and the SCORM database must be updated with the result of assessment coming from the Assessment Engine.

12. Authoring Module

12.1. Functional Requirements

- 12.1.1.** The Authoring Module should support off-line authoring, i.e., Content authoring can happen irrespective of the internet connectivity. Content shall be synced with the server upon establishing the internet connectivity.
- 12.1.2.** The Authoring Module should work with the drag and drop paradigm, i.e., it should be possible to create hierarchical course structures and lesson plans by dragging icons from the tool palette without having to do much typing.
- 12.1.3.** The Authoring Module should support dragging of content files from Windows Explorer or similar applications and dropping them on nodes in the hierarchical course tree.
- 12.1.4.** The Authoring Module should have a built-in QTI compliant Assessment Designer using which online quizzes and assessments may be designed.
- 12.1.5.** The Authoring Module should allow teachers to enter mathematical formulae and diagrams within the online quizzes and assessments.
- 12.1.6.** The Authoring Module should have a built-in HTML Editor with support for templates so that non-programmers may easily create content.
- 12.1.7.** The Authoring Module should have a built-in Graphics Tool for easy creation of diagrams that may be incorporated into the content.

12.2. Technical Requirements

- 12.2.1.** The Authoring Module should be platform independent, i.e., it should work on **multiple** operating systems (e.g., Windows, Linux, Solaris, iOS).

- 12.2.2.** The Authoring Module should be SCORM 1.2 / SCORM 2004 / xAPI standard compliant, i.e., the content packages it produces should contain the components required for standard compliance (manifest files and SCORM API calls).
- 12.2.3.** The Authoring Module should support creation of SCORM packages from all types of formats including HTML, MS Word, PDF, Powerpoint, Flash, Authorware, MP3, MPEG etc.
- 12.2.4.** The Authoring Module should support definition of prerequisites between different parts of a course so as to support adaptive delivery of content. This should be done through the use of the prerequisite mechanism defined in the SCORM standard.
- 12.2.5.** The Authoring Module should have a built-in SCORM player so that previewing of content packages may be done in a real-life environment.

13. Online Assessment Module

13.1. Functional Requirements

- 13.1.1.** The Assessment Engine should support all popular assessment types (multiple choice, multiple response, true/false, fill-in-the-blanks, etc.)
- 13.1.2.** The Assessment Engine should provide secure processing of assessments by performing all answer checking at the server side, i.e., no answers should be sent to the browser in the generated HTML and JavaScript.
- 13.1.3.** The Assessment Engine should support randomized testing with parameterized question selection based on assessment metadata.
- 13.1.4.** The Assessment Engine should support definition of grades based on the range of marks in an exam and display the grade obtained by a Learner.
- 13.1.5.** The Assessment Engine should support generation of certificates and permit the Learner to print the certificate.
- 13.1.6.** The Assessment Engine should support creation and management of question banks.
- 13.1.7.** The Assessment Engine should support definition and execution of a variety of reports regarding test structure, learner performance, coverage statistics, etc.

13.2. Technical Requirements

- 13.2.1.** The system should be platform independent, i.e., it should work on multiple operating system (e.g., Windows, Linux, Solaris)
- 13.2.2.** The system should be fully browser based and should not require any client side software installation.

14. Other Requirements

14.1. Functional Requirements

14.1.1. Self-Registration / Nominations

The LMS should allow Nodal officers/participants to register/nominate for the module of their sector online. The nomination process-flow should be as under

- a. Nodal officer in government sector/equivalent officer in other sectors identifies module in the LMS and applies for registration through his 7 digit registration id .
- b. The nodal officers/equivalent officers may nominate underlying officers for training by suffixing extension numbers to their 7 digit registration ids and providing the details of the participants-name, office details, email id, mobile number.
- c. LMS shall generate the registration id, create participant's profile and send activation mail/message to the participants.
- d. Participant shall activate the registration process by clicking on the link provided and undergo the training.
- c. The participants to undergo the training followed by assessment test.
- d. A self-assessment test would be made available for learners/trainees.

14.1.2. Registration Verification and Authorization

The LMS should enable to:

- a. View all applications forwarded for registration. Verify, approve or disapprove the application.

14.1.3. Generate an advice to the applicant advising status of application with all relevant details.

14.1.4. Certificate Issue

The LMS should allow creation of inbuilt Certificate of Completion/Merit templates with fields linked to participants and module details to allow for printing of certificate upon successful completion and obtaining more than or equal to 60% score.

The certificate would preferably be issued online and bear an electronic signature on authorized signatories.

14.1.5. Communication

It should enable for both user-generated and auto-generated correspondences. It should allow for display of important announcements on the homepage. LMS shall be compatible for communication via mail as well as via SMS.

14.1.6. Reporting

The LMS should provide for generation of various reports. An indicative list of reports is provided for reference:

- a. Sectoral reports showing participant's details, module details, dates and scores.
- b. Report on individual participant's training records indicating module undertaken, module in progress and module registered for etc.
- c. Audit Trail Reports
- d. Customization of reports to add or remove fields as desired.
- e. Capability to export reports to different file types like MS Excel and MS Word
- f. Capability to filter reports to macro and micro levels like branches, departments etc indicating participants' training records as per item b above.

- g. Statistics of module attendance/uptake.
- h. Other reports as required by PFRDA etc.

14.1.7. Record Keeping

- 14.1.6.1. The system should be able to keep historical records of all trainees showing modules undertaken, dates and scores.
- 14.1.6.2. It should provide for keeping of proper audit trails on all logins and actions in the system showing dates and participants responsible.

14.1.8. User – Surveys

- 14.1.7.1. The LMS should support inbuilt online participant survey to assess effectiveness of the programmes and general feedback support.
- 14.1.7.2. It should allow participants to channel feedback to the LMS.

14.2. Technical Requirements

14.2.1. GUI Interface

- 14.2.1.1. User-friendly interface for admin and participant/trainee.
- 14.2.1.2. Easy navigation through well-defined menus and logically defined structure.
- 14.2.1.3. Customizable login screen and dashboard

14.2.2. Integration with other systems

LMS shall have the provision to notify the trainees or prospective trainees via e-mail about new training modules, content additions etc. Bidder to provision for an integration of the LMS with PFRDA's SMS gateway and email service. PFRDA shall provision for the cost of the SMS / email etc.

14.2.3. Scalability

The LMS should be able to:

- 14.2.3.1. Support at least 500 concurrent connections initially
- 14.2.3.2. Support clustering or load balancing.

14.2.4. Security

1. The LMS should provide for capabilities to enforce access controls to protect user information from manipulation and any unauthorized access.
2. The contents should be accessible via secure port and protocols only.
3. Audit Trail shall be maintained for LMS and the audit logs shall be maintained as per PFRDA storage and archival requirements.
4. Security Audit of the LMS to be conducted from a Cert-In empanelled company after the LMS implementation is performed

Software licenses

The bidding service provider/agency should procure licenses for the LMS application, server, database and related infrastructure in the name of PFRDA and transfer to PFRDA on delivery of licence/ infrastructure.

Solution Architecture and Model for hosting the Technology and Infrastructure

- i. Bidding service provider/agency to provide the detailed design and architecture of the LMS solution with the details of the Bill of Material and Bill of Quantity to support the architecture.
- ii. A cloud based hosting model is suggested over a dedicated instance. At the same time the storage of the data shall remain in India premises.

Compatibility

- i. LMS shall be compatible with Desktops, Tablets/ Phablets & Smartphones.
- ii. Data can be in different formats including but not limited to, MS-Word, excel, power-point, pdf, video (mp4, mpeg etc.) etc.
- iii. Browsers: Chrome, Mozilla Firefox, Safari, Microsoft Edge, IE

Configuration and Branding

- i. Configurable learner/trainee login screen (by Admins and Learners/trainees).
- ii. Configurable User Registration and information pages.
- iii. Brandable - branding (inclusion of logos, usage of fonts and colors etc.) as per the standards required.

14.2.5. Administration and Access Management

- 14.2.5.1. Should enable different level of privilege across the application.
- 14.2.5.2. Customizable roles and levels of access.

14.2.6. Availability

LMS application to be available for 24*7*365 and application support shall be available for 16 hours a day and can afford a downtime of 8 hours daily (12 AM – 8AM). During this time period no support/ Help desk is required since there is no need for the application to be available during this time. Help desk to be available on all 7 days in a week from 8:00 am to 8:00 pm.

14.3. Service Expectations

Selected bidding service provider/agency is expected to provide the following services during LMS Implementation and Operationalization and maintenance. An Indicative list of services to be provided by the selected bidding service provider/agency as part of scope of work is as follows

14.3.1. Project Initiation

- 14.3.1.1. Understanding of the Requirements at PFRDA.
- 14.3.1.2. Deployment of the necessary team members for the LMS implementation.
- 14.3.1.3. Preparation and sharing the Detailed Project Plan with the roles, responsibilities, activities and milestones.
- 14.3.1.4. Preparation of the Work Flow and Process Flow documents.
- 14.3.1.5. Submission of the System Requirement Specifications and document citing the fitment of the LMS solution with all the functional requirements as specified in the RFP.
- 14.3.1.6. Obtain PFRDA buy-in and sign-off on these documents.

14.3.2. Project Implementation

- 14.3.2.1. Initiate the implementation.

- 14.3.2.2. Customize the LMS product to suit to PFRDA functional requirements.
- 14.3.2.3. Roll out the modules based on the Project Implementation Plan as agreed during the contractual phases.
- 14.3.2.4. Provide services to ensure the LMS implementation meets the security and SLA requirements.
- 14.3.2.5. Provide services to transition the content into LMS.
- 14.3.2.6. Testing (Unit Testing, System Testing, Integration Testing, User Acceptance Testing).
- 14.3.2.7. Performance Testing – Stress, load testing.
- 14.3.2.8. Provide service for bug –fixing and stabilization.
- 14.3.2.9. Go-live after taking PFRDA approval.

14.3.3. Operations, Maintenance, Monitoring and Control - till the Project Period

- 14.3.3.1. Create and operate help desk for easy resolution of client issues (L1 and L2 Support). Refer section -14.4 for the support definitions.
- 14.3.3.2. Respond to queries and support requests.
- 14.3.3.3. Monitor and Report Performance as per the Service Level Agreements.
- 14.3.3.4. Submit SLA reports and bidding service provider/agency compliance to the SLAs as per the agreed frequency.
- 14.3.3.5. Provide support with extraction and various kinds of reports customized to PFRDA requirements.
- 14.3.3.6. Report Project variances.
- 14.3.3.7. Intervene with Control Mechanisms as and when necessary.
- 14.3.3.8. Submit necessary Project Documents to PFRDA.

14.3.4. Submit Internal Audit Reports Periodically (every Quarter) on the Project Progress

14.3.5. Exit Plan and hand over the Project in accordance with the Plan.

14.3.6. Deliverables

The following are the deliverables for selected bidding service provider/agency –

| S No | Phases | Key Deliverables |
|------|--------------------|---|
| 1 | Project Initiation | <ul style="list-style-type: none"> • Project Plan with activities, milestones and responsibilities. • Workflows of the various components including but not limited to, User Registration, training allotment, online assessment, User Access Management etc. needs to be created. • Bidding service provider/agency needs to obtain PFRDA signoff on each of these workflows. • Draft SRS, FRS, SDS documents. |

| | | |
|---|--|--|
| 2 | Project Implementation | <ul style="list-style-type: none"> • Project Test Results (including Unit, Integration, Stress, Load, UAT tests) • STQC Certifications • Roll out Plan • Security Audit Report • Training Documents SOPs, • User Manuals |
| 3 | Operations, Maintenance Monitoring and Control | <ul style="list-style-type: none"> • SLA Reports • Updates on SOPs and User Manuals • Fortnightly project progress trackers • Internal Audit Reports Periodically (every Quarter) on the Project Progress |
| 4 | Exit Plan and hand over | <ul style="list-style-type: none"> • Exit Management Plan (as per sub section 22.2.6 of RFP) • Progress Tracking Report of Exit |

Deliverables may be added to this based on discussions with PFRDA during project implementation stages. The actual list of activities and associated deliverables shall be discussed and agreed during the contractual stages.

A phase wise implementation approach is envisaged during LMS implementation. Bidding service provider/agency is required to submit a detail phase wise Implementation Plan and showcase the same during the Technical Evaluation phase.

Bidding service provider/agency shall submit Compliance Document to the Functional and Technical requirements as specified in the scope of work and also against the GIGW guidelines as part of the bid.

14.4. Help Desk Support - Definitions

L1 Support:

L1 or Level 1 Support is the initial support level responsible for basic customer issues. The first job of L1 support personnel is to gather the participant's information and to determine the participant's issue by analyzing the symptoms and figuring out the underlying problem. L1 support personnel is expected to resolve the basic issues reported by any participant over LMS registration, password reset, course not visible, so on and so forth. Bidding service provider/agency is requested to provide a list of activities proposed to be undertaken by L1 support personnel as part of the Technical Bid.

L2 Support:

L2 or Level 2 is a more in-depth technical support level than L1 Support and requires more experienced and knowledgeable personnel on LMS and related support services. It is synonymous with level 2 support, support line 2, administrative level support, and accounts for advanced technical troubleshooting and analysis required for rendering the solution posed. L2 shall provide support in resolving any query that is unresolved by L1. In case L2 support personnel is not in a position to resolve any query/request raised, they are required to take support from their organization over the same to ensure request resolution.

15. Eligibility Criteria

15.1. General Eligibility

The RFP can be responded by Consultancy Agencies, eLearning/Talent Management/LMS vendors etc. Categories of organizations can be Government, semi-government and private organizations with at least five years of experience in the said categories. All eligibility conditions to be satisfied on the date of submission of the bids and not on any future dates.

| 15.2. Pre-Qualification Criteria | | |
|---|---|--|
| S no | Pre-Qualification Criteria | Required details |
| 1 | Certificate of Registration | The bidding service provider/agency shall be a registered company in India under the Companies Act 1956/2013 or Registered Partnership under the Partnership Act, 1932 or a Limited Liability Partnership .Proposals from consortiums would not be entertained for this purpose. The requisite documents to be provided. |
| 2 | The organization must have positive tangible net- worth in the previous two FYs i.e. as on 31st March 2017 and on 31st March 2018. | 1. Certificate by Chartered Accountants or statutory auditors of the bidding service provider/agency. (Unaudited Financial Statements shall be furnished in case of 2017-18) 2. Copies of audited balance sheets along with all annexures. Calculation of Net Worth = Paid up capital + Free Reserves |
| 3 | Is the agency providing eLearning/Talent Management/ LMS vendor / IT Services. It should have minimum 5 years of experience in the said domain as on the last date of submission of the RFP. | Article of Association/ Memorandum of Association of the bidding service provider/agency Company and along with its Registration papers. Also Partnership deed or agreement to contain such clauses. Completion certificates/Work orders in support of the period of experience. |
| 4 | The bidding service provider/agency should have average annual revenue / turnover of minimum Rs. 2 Cr for activities in eLearning/Talent Management/ LMS vendor / IT Services in the last three financial years.(2015-16,2016-17,2017-18) | 1. Audited balance sheets/A Certificate from Chartered Accountants citing the revenue / turnover for each of the last three financial years. |
| 5 | The bidding service provider/agency must have completed/on-going at least 2 LMS implementation Projects in the last 3 years as on the last of submission of the proposal. | Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client |
| 6 | The bidding service provider/agency must have created minimum 15 hrs of e-learning content in any project in the last 5 years. | Work order/other relevant document in support. |

| | | |
|---|---|---|
| 7 | The number of users trained using the LMS functionality in at least one project should be 3000 in the last 5 financial years. | Work order/other relevant document in support. |
| 6 | The Bidding service provider/agency must have valid GST/ sales tax/ VAT registration certificate ,if applicable for the said category of business. | Copy of certificates |
| 7 | The Bidding service provider/agency must not be blacklisted/ debarred/ suspended/banned by any Ministry/Department of State or Central Government/PSU or its contract should not have been cancelled on account of non-performance (in the preceding 3 years) as on the last date of filing of responses to this RFP. | A Self Declaration stating to this effect is required to be signed by authorised signatory of the agency with seal. |

16. Instructions to bidding service provider/agency(s)

16.1. Bid Submission

The entire proposal shall be strictly submitted as per the format specified in this RFP including Annexure I - VII. Bids with deviation from this format shall be summarily rejected. The bidding service provider/agency s are required to submit the Bid in two separate envelopes as follows:

Envelope A: Pre-Qualification Criteria - 2 copies (Original and one copy), Application Fee (non-refundable).

Envelope B: Technical Bid - 2 copies (Original and one copy).

Envelope C: Financial Bid - 1 copy.

Each copy of Pre-Qualification criteria, Technical Bid and Financial Bid of the Bidder should be covered in separate sealed covers super-scribing "Pre-Qualification Information for Learning Management System Project at PFRDA", "Technical Proposal for Learning Management System Project at PFRDA" and "Financial Bid for Learning Management System Project at PFRDA" respectively. Each copy of each bid should also be marked as "Original" & "First copy" as the case may be.

- ❑ Format for Financial Bid should be mentioned in separate Sheet.
- ❑ Two copies of each Bid should be put in a single sealed cover super-scribing "Pre-Qualification criteria" and "Technical Bid" as the case may be.
- ❑ Financial bid should be put in separate sealed cover super-scribing "Financial Bid".
- ❑ Please note that prices should not be indicated in the Technical Bid. It may lead to rejection of the Bid.
- ❑ Two envelopes containing copies of Pre-qualification criteria and Technical Bid should be put in another single sealed envelope clearly marked "Designing, Implementation, Operationalization and Maintenance of LMS under NPS" project.
- ❑ These envelopes are to be super scribed with the wordings "DO NOT OPEN".

- ❑ The cover thus prepared should also indicate clearly the Name, Address, Telephone number, e-mail ID and Fax number of the bidding service provider/agency to enable the bid to be returned unopened in case it is declared "Late".
- ❑ Each copy of the Bid should be a complete document and should be bound as a Volume. The document should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Different copies must be bound separately.
- ❑ Any deficiency or deviation in the documentation may result in the rejection of the Bid.
- ❑ In case of any discrepancy observed by PFRDA in the contents of the submitted original paper Bid documents with respective copies, the information furnished on original paper Bid document will prevail over others.
- ❑ As part of the Bid, Bidding service provider/agency should also provide the Pre-Qualification Criteria and Technical Bid in soft copy format, in the form of a non-re-writeable CD (Compact Disc) as follows:
 - i) Two copies of CD each containing the Pre-Qualification criteria and technical bid - The CDs containing Pre-Qualification criteria and Technical Bid should be sealed along with the hard copies of the respective Bids. The CD should contain a single PDF file with all the relevant information included in a sequence exactly as in the paper proposal.
 - ii) All CDs submitted by the Bidding service provider/agency must be in sealed covers. The sealed covers as well as the CD media must be duly signed by the Bidding service provider/agency using a "Permanent Pen/Marker" and should be super-scribed with "Pre-Qualification Criteria" and "Technical Bid -Soft Copy", as the case may be and should also bear the Name and Number of the Bidding service provider/agency.
 - iii) Bidding service provider/agency must ensure that the information furnished in respective CDs is identical to that submitted by them in the original Paper Bid Document. In case of any discrepancy observed by PFRDA in the contents of the CDs and original Paper Bid Documents, the information furnished on original Paper Bid Document will prevail over the soft copy.
 - o Bidding service provider/agency must ensure that Technical Bid CDs do not contain any financial items/ prices.
 - o If the outer envelope is not sealed and marked as indicated above, PFRDA will assume no responsibility for the bid's misplacement or premature opening.

In case of any discrepancy between the soft copy and the hard copy versions of the proposal, the hard copy version will be considered as the final version and will be evaluated accordingly.

16.2. Cost of RFP

The cost of RFP is Zero. The Bidding service provider/agency s can download the RFP document from 'www.pfrda.org.in'.

16.3. Transfer of RFP

The RFP document is not transferable to any other Bidding service provider/agency.

16.4. Bid Response

Bidding service provider/agency(s) are advised to study all Instructions, Forms, Terms, Requirements and other information in the RFP document carefully. Submission of Bid shall be deemed to be done after careful study and examination of the RFP document with full

understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidding service provider/agency 's risk and may result in rejection of its proposal and forfeiture of the bid EMD. The decision of PFRDA in this regard is final and binding to all bidding service provider/agency s.

16.5. Proposal Preparation Costs

The Bidding service provider/agency is responsible for all costs incurred in connection with participation in this process including but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by PFRDA to facilitate the Evaluation Process, and in negotiating a definitive contract or all such activities related to the Bid Process. PFRDA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. This RFP does not commit PFRDA to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidding service provider/agency shall become the property of PFRDA and may be returned at its sole discretion, provided, any materials which are identified as "Proprietary and Confidential Material of Bidding service provider/agency" shall remain the property of such Bidding service provider/agency and PFRDA shall maintain confidentiality of such materials.

16.6. Signing of Communication to PFRDA

All the communication to PFRDA including this RFP and the Bid Documents shall be signed on each page by the Authorized Representative of the Bidding service provider/agency and Authority Letter should be attached with the Bid.

16.7. Bidding service provider/agency Inquiries and PFRDA Responses

All inquiries / clarifications from the bidding service provider/agency s, related to this RFP, must be directed in writing/ e - mail to the contact details notified in this RFP document. The preferred mode of delivering written questions to the aforementioned contact details would be through email. Telephone calls will not be entertained. In no event will PFRDA be responsible for ensuring that Bidding service provider/agency s' inquiries have been received by PFRDA.

16.8. Amendment of RFP Document

- a) At any time till 48 hours before the deadline for submission of Bids, PFRDA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidding service provider/agency, modify the RFP Document by an amendment. All the amendments made in the Document would be circulated to the Bidding service provider/agency s through e-mail and will form part of RFP for purpose of Bid Evaluation. All the amendments/ modifications made will also be available on website www.pfrda.org.in.
- b) The bidding service provider/agencys are advised to be in contact with PFRDA on regular basis for checking necessary updates. PFRDA also reserves the right to amend the dates mentioned in this RFP for Bid Process.
- c) In order to afford prospective Bidding service provider/agency reasonable time in which to take the amendment into account in preparing their Bids, PFRDA may, at its own discretion, extend the last date for the receipt of Bids by a reasonable period if so required.

16.9. Supplemental Information to the RFP

If PFRDA deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. The same will be uploaded as corrigendum on www.pfrda.org.in. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

16.10. PFRDA's Right To Modify Submission Deadline

PFRDA may, in exceptional circumstances and at its own discretion, extend the deadline for submission of proposals by issuing a Corrigendum and by displaying on website, in which case all rights and obligations of the Project and the Bidding service provider/agency previously subject to the original deadline will thereafter be subject to the deadline as extended/revised.

16.11. PFRDA's Right To Terminate The Process

PFRDA may terminate the RFP process at any time prior to signing of contract with successful bidder and without assigning any reason. PFRDA makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by PFRDA. The Bidding service provider/agency's participation in this process may result in PFRDA selecting the Bidding service provider/agency to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by PFRDA to execute a contract or to continue negotiations. PFRDA may terminate negotiations at any time without assigning any reason.

16.12. Earnest Money Deposit (EMD)

Bidding service provider/agency s shall submit, along with their Bids, EMD of Rs. 1 Lakhs (One Lakhs) only in the form of a Demand Draft drawn on Nationalized/Scheduled Bank only or in the form of Fixed Deposit Receipt (valid for one year) in favour of PFRDA payable at New Delhi. EMD may also be given in the form of Bank Guarantee valid for the period of one year mentioning all the terms and conditions of forfeitures in this Bank Guarantee

- ❑ The EMD shall be denominated in Indian Rupees (₹) only. No interest will be payable to the Bidding service provider/agency on the amount of the EMD.
- ❑ Unsuccessful Bidding service provider/agency's EMD will be discharged/ returned within Sixty (60) days after the selection of most responsive Bidding service provider/agency.
- ❑ The EMD shall be submitted with the Technical Bid in a separately sealed envelope. Bids submitted without EMD will be rejected.
- ❑ The EMD may be forfeited:
 - o If a bidding service provider/agency withdraws his Bid or increases his quoted prices during the period of Bid validity or its extended period, if any; or
 - o In the case of a successful Bidding service provider/agency , if the bidding service provider/agency fails to sign the contract for any reason not attributable to PFRDA or to furnish Performance Bank Guarantee within specified time; or
 - o During the Bid process, if a bidding service provider/agency indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of Bid Evaluation and finalization; or
 - o During the Bid Process, if any information is found to be wrong/false and incorrect/ manipulated/ hidden in the Bid.

- ❑ The decision of PFRDA regarding forfeiture of the EMD amount and

rejection of Bid shall be final and binding on the Bidding service provider/agency.

16.13. Authentication of Bid

The original and all copies of the Bid shall be typed or written in indelible ink. The original and all copies (hard copies) shall be signed by the Bidding service provider/agency or a person(s) duly authorized to bind the Bidding service provider/agency to the contract. A Letter of Authorization shall be supported by a written Power-of-Attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialled and stamped by the person or persons signing the Bid.

16.14. Validation of Interlineations in Bid

The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidding service provider/agency, in which case such corrections shall be initiated by the person or persons signing the Bid.

16.15. Language of Bids

The Bids and all correspondence and documents relating to the Bids, shall be written in the English language. Supporting documents and printed literature furnished by the Bidding service provider/agency may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language. In case of ambiguity, the English version of the Bid shall be considered final and binding. There should be proper page numbering on every page of Bid for proper referencing.

16.16. Documents Comprising The Bid

The Bids prepared by the Bidding service provider/agency shall comprise of the following:

Envelope A: Pre- Qualification Criteria:

- ☐ The Bid should comprise of Pre- Qualification Criteria along with all the supporting documents as mentioned in RFP ; and
- Application Fee (Non-refundable) of Rs. 5000/- in the form of a demand draft/pay order issued by a scheduled commercial bank favouring Pension Fund Regulatory and Development Authority, payable at New Delhi.(To be submitted only in case the bidder has not submitted proposal in response to the EOI issued by PFRDA on 1/2/2018.)

Envelope B: Technical Bid: The Bids prepared by the Bidding service provider/agency shall comprise of the following along with all the supporting documents as mentioned in RFP:

- ☐ An Authorization Letter of competent authority, the Bidding service provider/agency to sign/ execute the proposal as a binding document and also execute all relevant agreements forming part of RFP.
- ☐ Declaration that the Bidding service provider/agency has not been debarred/ blacklisted by any State/Central Govt/ UT Administration/Semi-Government Organization/ PSU, etc. for quality of services or its contract has not been cancelled on account of its breach or non-performance (in the preceding 3 years).
- ☐ Declaration by the Bidding service provider/agency about the projects currently undertaken and satisfactory execution of the project as requested in the Technical Bid Evaluation (Sub Section 18.3) and in such cases the complete details of the project value, project period, and current progress as on date should be provided.

PFRDA has the right to evaluate and counter check with the respective Agency on the performance of the Bidding service provider/agency.

- ☐ Team Composition – Proposed Team size, skill sets of people proposed to be engaged / deployed for the projects.
- ☐ Curriculum Vitae (CV) of proposed staff to be deployed for the project as per Annexure-I: Declaration (On the Respondent's Letter Head)Annexure-V: Curriculum Vitae (CV) for Proposed Professional Staff* Template

Envelope C: Financial Bid: The Bid should comprise of Financial Bid as required in the RFP.

16.17. Period and Validity of Bids

The Bid shall be valid for One hundred and Twenty (120 days) from the closing date of submission of the Bid. In extreme circumstances, PFRDA at its own discretion may solicit the Bidding service provider/agency's consent to extend the period of validity. The request and the responses for the same shall be made in writing. The bid valid for shorter period shall be rejected as non-responsive bid. In any case bid once submitted cannot be withdrawn. Any conditional Bid would be summarily rejected.

16.18. Proposal Ownership

The proposal and all supporting documentation submitted by the Bidding service provider/agency shall become the property of PFRDA.

17. The Bid Process

17.1. Pre-Bid Conference

- ☐ PFRDA will host a Pre-Bid Conference on 21-06-2018. If there would be any change in date, then the same will be informed through corrigendum and display on official website.
- ☐ The Bidding service provider/agency or its official representative will be invited to attend the Pre-Bid Conference.
- ☐ Bidding service provider/agency/s may confirm their participation one day in advance.
- ☐ The purpose of the meeting is to provide Bidding service provider/agency with information regarding the RFP and the Project requirements, and to provide each Bidding service provider/agency with an opportunity to seek clarifications regarding any aspect of the RFP and the Project.
- ☐ The response of the Pre-Bid Conference shall be uploaded on the website:
<https://www.pfrda.org.in/>
- ☐ PFRDA may make modifications to the RFP if deemed necessary as a result of Pre-Bid Conference. All such modifications made to the RFP by PFRDA will be issued as a Corrigendum to the RFP and shall be uploaded on the website: www.pfrda.org.in
- ☐ PFRDA reserves the right to not hold the Pre-Bid Conference without assigning any reason.

17.2. Bid Evaluation Committee

The Bid Evaluation Committee constituted by PFRDA shall evaluate the Bid response submitted by the Bidding service provider/agency. The recommendations of the Bid Evaluation

Committee in the evaluation of the Pre – Qualification Criteria, Technical and Financial Bids shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the committee.

17.3. Opening of Bids

- ☐ The Bidding service provider/agency s' representatives, who are present at the time of opening of the Bid, 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 same time and location on the next working day. However if there is no representative of the Bidding service provider/agency, PFRDA shall go ahead and open the Bid of the Bidding service provider/agency s.
- ☐ During Bid opening preliminary scrutiny of the Bid documents will be made to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
- ☐ To assist on the scrutiny, evaluation & comparison of offers, PFRDA may at its discretion ask some or all the Bidding service provider/agency s for clarification of the offer. The request of and response to such clarification and response shall necessarily be in writing.
- ☐ The Bidding service provider/agency s shall be responsible for properly super-scribing and sealing of each envelope. Neither PFRDA nor the Bid Evaluation Committee shall be responsible for accidental opening of envelopes that are not properly super-scribed and sealed.
- ☐ PFRDA reserves the right to postpone or cancel the opening of the Bid.

17.4. Negotiations, Contract Finalization and Award

PFRDA shall reserve the right to negotiate with the Bidding service provider/agency (s) whose proposal has been ranked first by the Bid Evaluation Committee on the basis of best value to the project. If PFRDA is unable to finalize Service Agreement with the Bidding service provider/agency ranked first, PFRDA will have the discretion to formulate their own selection procedure in the best interest of the Project.

17.5. Award Criteria

PFRDA will award the contract to the Bidding service provider/agency whose Bid has been determined to be substantially responsive and has been determined as the Best Value Bid, provided further that the Bidding service provider/agency has demonstrated that it is qualified to perform services required for the project satisfactorily.

17.6. PFRDA's Rights to Accept / Reject Any Or All Proposals

PFRDA reserves the right to accept or reject any proposal, and to annul the Bidding Process and reject all Bids at any time prior to Award of Contract, without assigning any reason.

18. Evaluation Process

18.1. Overall Bid Evaluation

Bid Evaluation Committee will evaluate and compare the Bids determined to be substantially responsive.

Substantially Responsive Bid: A substantially responsive Bid is one, which conforms to all the requirements, terms, conditions and specifications of the Request for Proposal

without any material deviations. Deviations or objections or reservations to critical provisions such as those concerning performance security, warranty, applicable Law, taxes and duties will be deemed as material deviation and make the Bid liable for rejection.

☐ PFRDA's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence. It is Bid Evaluation Committee's intent to recommend the proposal that is most responsive /advantageous to the project needs and each proposal would be evaluated using the criteria and process outlined in this section.

☐ The Technical Evaluation of Bids will be carried out using a Points System. Bidding service provider/agency s with score of seventy (70) and above in the Technical Bid shall be considered as technically qualified. The Financial Bid of only the technically qualified Bidding service provider/agency shall be opened.

☐ If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidding service provider/agency does not accept the correction of the errors, its Bid would be rejected and may result in forfeiture of EMD amount.

☐ The Bid Evaluation Committee may waive any minor infirmity, nonconformity or irregularity which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidding service provider/agency. The Bid Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

18.2. Evaluation of Bids

Bid Evaluation Committee will carry out a detailed evaluation of the Technical Bids received by it, in order to determine whether they are substantially responsive to the requirements set forth in the RFP. In order to reach such a determination, Bid Evaluation Committee will examine the information supplied by the Bidding service provider/agency s, and shall evaluate the same as per the evaluation criteria specified in this RFP.

The Bid Evaluation Committee may invite only shortlisted Bidding service provider/agency s to make a technical presentation. The purpose of such presentations would be to allow the Bidding service provider/agency s to present their proposed solutions to the Bid Evaluation Committee and the key points in their proposals.

Based on the technical evaluation, the Financial Bids of only the Technically Qualified Bidding service provider/agency s shall be opened by Bid Evaluation Committee. The Financial evaluation will take into account the information supplied by the Bidding service provider/agency s in the Financial Proposal, and shall evaluate the same as per the evaluation criteria specified in this RFP.

18.3. Technical Bid Evaluation

The Objective of the Technical Bid Evaluation is to short list Bidding service provider/agency who have the technical expertise/skills that are essential to establish / implement this business activity as envisaged in the scheme.

The Technical Bids shall be evaluated by the Bid Evaluation Committee based on a weighted point system, assessing each Bidding service provider/agency's ability to satisfy the requirements set forth in the RFP Document. The

Bid Evaluation Committee will evaluate the technical proposals by taking into account factors mentioned below. The information furnished by the Bidding service provider/agency s in the Technical Bid shall be the basis for this evaluation

Each of the Technical bids shall be evaluated on a score of hundred (100) points

Each Proposal will be evaluated according to the following criteria, but not limited to:

- ❑ Project Objective, Scope of Work and understanding along with past experience in projects executed of similar nature. Bidding service provider/agency must demonstrate their experience by submitting documentary proof.
- ❑ Capability of the Proposed Team: Experience and capability of the proposed team in similar projects/technologies and relevant certifications, if any, of the Project Team which might help in project delivery.
- ❑ Feasibility and Technical Viability of the Proposed Solution – The Bidding service provider/agency's Implementation, Operation and Maintenance Plan, its deployment of sound Project Management Strategy etc for the project. Also the quality, responsiveness, responsibility, ease of use, reliability and comprehensiveness of the proposed technologies, monitoring solution, standard Information Systems Security Policies etc would be evaluated from the perspective of the proposed solution.
- ❑ In support of the different criteria, the Bidding service provider/agency has to submit the applicable documents.
- ❑ An Evaluation Score (ES) shall be assigned to each prospective Bidding service provider/agency on the basis of the Technical Bid submitted. The Technical Evaluation Score shall be based on the number of points that shall be awarded as per the following Evaluation Criteria

| S. No | Technical Evaluation Parameter | Marks |
|-------|---|-------|
| 1 | Bidder's Average Turn Over from IT/ITeS for the last three financial years per the last published audited balance sheets <ul style="list-style-type: none"> • >=50 Cr : 10 Marks • >=25 Cr. and <50 Cr. : 6 Marks • >=10 Cr. and <25 Cr. : 4 Marks | 10 |
| 2 | No of years the Bidding service provider/agency been in the field of Learning Management System in India or abroad <ul style="list-style-type: none"> Upto 5 years: 4 Marks > 5 years and <10 years 6 Marks >10 years 10 marks | 10 |
| 3 | Maximum Number of users using the LMS in any project <ul style="list-style-type: none"> • >=8000 (Users) : 10 Marks • >=5000(Users) and <8000 (Users) : 6 Marks • >=3000(Users) and <5000(Users) : 4 Marks (Showcase a certificate with the number of learners/trainees for the implementation) | 15 |
| 4 | Bidder should have created e-learning content in any project <ul style="list-style-type: none"> • >= 50 hrs: 10 marks • >=20 hrs and < 50 hrs: 6 Marks • >15 hrs and <20 hrs 4 marks | 15 |
| 5 | No of the LMS Implementations completed/ongoing for any Financial institution/govt body with the proposed LMS product <ul style="list-style-type: none"> • 1 to 3 implementations- 4 Marks • 4 to 5 implementations 6 Marks • More than 5 implementations 10 marks | 10 |
| 6 | Understanding of the Scope of the project, Team Structure, Project Approach & Project Plan, Technical Architecture of the Product | 20 |
| 7 | Product functionalities as expected by the department <ul style="list-style-type: none"> • Creation of users, roles and reports related to the same | 20 |

| | | |
|--|---|--|
| | <ul style="list-style-type: none"> • As per PFRDA scope of work • Flexibility in creation of dynamic courses structure and course modules. • Content creation / enhancement options like enhancing the available text/ ppt content to make them more interesting by making them more instructor/classroom oriented (Features like Annotations on content, Instructor mashup etc) • Mashing up of different type of content like text audio, video etc • Various options available for learner like (Book marking any content, making notes on the content, starting a content from the last place where it is left off) • Functionality for subscription of any course • Functionality to demonstrate conformance to SCORM standards using different contents • Reports available for instructor, learner etc • Usability aspect of the application from perspective of different users (Learners, Instructors, Admin of department and Super Admin) • Other miscellaneous functionality which will be discussed during Demonstration | |
|--|---|--|

18.4. Financial Bid Evaluation

The Financial Bid would be opened only of those Bidding service provider/agency s qualifying the Technical Evaluation and score a minimum of 70 marks.

18.5. Final Evaluation of the Bid

- ❓ Financial Bid of only the Technically Qualified Bidding service provider/agency s, who scored Seventy (70) marks or more, will be opened and QCBS method would be applied on 70:30 (Technical : Financial) basis for Technical and Financial Bids submitted. Financial Bid should mention the sum total of prices for all line items mentioned by the Bidding service provider/agency inclusive of all taxes and levies.
- ❓ PFRDA reserves the right to negotiate and award the contract to the most responsive Bidding service provider/agency as per the QCBS criteria as mentioned below:
- ❓ The individual Bidding service provider/agency 's Technical marks will be standardised as per the formula below:
- ❓ $T_s = (T_b / T_{max}) * 100$
- ❓ Where, T_s = Standardized Techno score for the Bidding service provider/agency under consideration
- ❓ T_b = Total technical points scored by the Bidding service provider/agency under consideration
- ❓ T_{max} = maximum technical points scored by any Bidding service provider/agency
- ❓ The individual Bidding service provider/agency 's financial marks will be standardised as per the formula below:
- ❓ $F_n = (F_{min} / F_b) * 100$
- ❓ Where, F_n = Standardized financial score for the bidding service provider/agency under consideration
- ❓ F_b = Total cost quoted by the bidding service provider/agency under consideration
- ❓ F_{min} = Minimum cost quoted by any bidding service provider/agency

The method of final evaluation of the Bids is described as follows:

Bids will be ranked according to their standardised technical (Ts) and financial (Fn) scores using the weights

WT= 0.70 the weight given to Technical Bid; WF=0.30, the weight given to the Financial Bid.

The combined Techno-Commercial & Price score (S) for the Bidding service provider/agency under consideration shall be computed as per the formula given below:

$$\text{Final Score} = (\text{Ts} \times \text{WT}) + (\text{Fn} \times \text{WF})$$

The Bidding service provider/agency achieving the highest Final Score would be considered for award of the contract.

In case two bidding service provider/agency s have same Final Score, the bidding service provider/agency having higher Technical score would be considered for award of the contract.

19. Selection Procedure

19.1. Notification of Award of Contract

Prior to the expiration of the period of proposal validity or where it is extended, if so required, PFRDA or its authorized person will notify the successful bidding service provider/agency in writing or by fax or email that the Bid has been accepted.

PFRDA may place the Work Order on the successful Bidding service provider/agency and the Bidding service provider/agency shall acknowledge in writing to PFRDA the acceptance of the Work Order and shall sign the agreement with PFRDA within fifteen (15) days of receipt of the Work Order.

19.2. Signing of Contract

Within fifteen (15) days of receipt of the Work Order, the successful Bidding service provider/agency shall sign the agreement with PFRDA. All incidental expenses of execution of the agreement shall be borne by the successful Bidding service provider/agency. The agreement between PFRDA and the successful Bidding service provider/agency shall cover in detail the aspects/terms of contract such as mentioned below but not limited to:

- ❑ Performance security
- ❑ Scope of work and obligations of the service provider.
- ❑ Warranty
- ❑ Payment
- ❑ Prices
- ❑ Assignment
- ❑ Sub-contracts
- ❑ Termination
- ❑ Applicable Law
- ❑ Notices
- ❑ Change orders

- ☐ Taxes and Duties
- ☐ Confidentiality
- ☐ Limitation of liability
- ☐ Training and Consultancy
- ☐ Technical Documentation
- ☐ Project Management
- ☐ Bidding service provider/agency 's Obligations
- ☐ Department's Obligations
- ☐ Patent Rights
- ☐ Any additional items as decided by PFRDA

19.3. Performance Bank Guarantee

- ☐ The Bidding service provider/agency shall submit Bank Guarantee of amount equivalent to 10% of the Contract Value as unconditional and irrevocable Performance Bank Guarantee (PBG) from the Nationalized/ Scheduled Bank in the name of PFRDA, New Delhi.
- ☐ The Performance Bank Guarantee shall be valid beyond the period of 60 days on the completion of tenure of contract. The Performance Bank Guarantee shall be returned to the Bidding service provider/agency only on completion of all work per the mutually agreed standards. In case bidding service provider/agency fails to perform the obligation as per the agreement, the Performance Guarantee will be revoked by PFRDA by providing prior written notification. The Performance Guarantee shall be returned to the Bidding service provider/agency the date of the successful discharge of the contractual obligations.
- ☐ In the event of the Bidding service provider/agency being unable to service the contract for whatever reason, PFRDA would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever PFRDA under the contract in the matter, the proceeds of the PBG shall be payable to PFRDA as compensation for any loss resulting from the Bidding service provider/agency's failure to complete its obligations under the Contract. PFRDA shall notify the Bidding service provider/agency in writing of the exercise of its right to receive such compensation within thirty (30) days, indicating the contractual obligation(s) for which the Bidding service provider/agency is in default.
- ☐ PFRDA shall also be entitled to make recoveries from the Bidding service provider/agency's Bills, Performance Bank Guarantee, or from any other amount due to it, the equivalent value of any payment made to it due to inadvertence, error, collusion, misconstruction or misstatements.

19.4. Miscellaneous Terms & Conditions

- ☐ The Bidding service provider/agency s must individually submit their Technical and Financial Offers. Consortium is not allowed.
- ☐ The end product of the work assignment carried out by the selected Bidding service provider/agency, in any form, will be the sole property of PFRDA, including all functionalities or software developed for the purpose. However, Any pre - existing IP will continue to belong to the respective owner of the IP

- ❑ The selected Bidding service provider/agency shall not outsource the work to any other Associate / Franchisee / Third party under any circumstances without the prior written approval of PFRDA.
- ❑ The selected Bidding service provider/agency shall perform the services and carry out its obligations with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional training / consulting standard recognized by National / International Professional Bodies and shall observe sound management practice. It shall deploy appropriate advanced technology and safe and effective methods.
- ❑ The selected Bidding service provider/agency automatically agrees with PFRDA for honoring all aspects of Fair Trade Practices in executing the work orders placed by PFRDA.
- ❑ The selected Bidding service provider/agency shall take all the necessary permissions required from various Government bodies, and other entities wherever required to carry out the work.
- ❑ In the event the selected Bidding service provider/agency or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with PFRDA, should be passed on for compliance to the new company/new division in the negotiations for their transfer.
- ❑ All the cost and charges in the Bid should be expressed in Indian rupees (Rs.) without any dependence on exchange rate.
- ❑ The Financial Bid quoted by the Bidding service provider/agency must be inclusive of all type of expenses excluding any type of government duty or tax etc. Any changes in rates of taxes after the bid submission date shall be compensated by PFRDA. The Government taxes and duties shall be as per applicable at the time of invoicing by the selected bidder.

19.5. Failure To Agree With The Terms & Conditions Of The RFP

Failure of the Bidding service provider/agency to agree with the Terms & Conditions of the RFP and terms of contract, shall constitute sufficient grounds for the annulment of the Award of Contract, in which event the contract may be awarded to the next most responsive Bidding service provider/agency, for completion of time bound training.

19.6. Agreement

PFRDA shall execute an Agreement for Award of Contract with the Bidding service provider/agency as per the Terms and Conditions of the RFP. The conditions stipulated in the Agreement must be strictly adhered to and any violation/deviation of any of the conditions may entail termination of the contract or seeking compensation without prejudice to the rights of PFRDA. In such a case, PFRDA has the right to invoke Performance Bank Guarantee and further Right to Terminate the entire or part of the contract by giving three (3) months' notice period. The agreement may also be terminated by either side by giving an advance notice of not less than 60 days, without assigning any reasons.

19.7. Indemnity

Bidding service provider/agency will defend and settle third party claims against PFRDA for tangible property damage, bodily injury, death and infringement of any IPR of any third person caused solely by the Bidding service provider/agency's breach of contract, negligence or wilful misconduct. In connection with such claims, the Bidding service provider/agency will pay all defence costs, settlement amounts, court awarded damages (including court costs and

reasonable attorney's fees), and third party costs incurred by PFRDA at the request of Bidding service provider/agency in connection with the defence of the claim.

19.8. Force Majeure

Force Majeure shall not include any events caused due to acts/omissions of such party or result from a breach/contravention of any of the Terms of the Contract, Bid and/or the Bid. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the contract.

The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a force majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing/ e-mail at the earliest. PFRDA will make the payments due for services rendered till the occurrence of force majeure. However, any failure or lapse on the part of the Bidding service provider/agency in performing any obligation as is necessary and proper to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a force majeure all parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of force majeure.

Force majeure clause shall mean and be limited to the following in the execution of the conditions of empanelment placed by PFRDA:-

- ☐ War / hostilities
- ☐ Riot or Civil commotion
- ☐ Earth quake, flood, tsunami, tempest, lightning or other natural physical disaster
- ☐ Restriction imposed by the Government or other Statutory Body, which is beyond the control of the selected Bidding service provider/agency , which prevents or delays the executive of the order by the selected Bidding service provider/agency

The selected Bidding service provider/agency shall inform PFRDA in writing, the beginning and the end of the above causes of delay, within seven (7) days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one

(1) month, if arising out of clauses of force majeure, PFRDA reserves the right to cancel this agreement without any obligation to compensate the selected Bidding service provider/agency in any manner for what so ever reason, subject to the provision of clause mentioned above.

Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but not limited to fire, flood, tsunami, explosion, acts of God or public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises, the bidding service provider/agency shall promptly notify PFRDA in writing of such condition and the cause thereof. Unless otherwise directed by PFRDA, the successful bidding service provider/agency shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force

Majeure event. The successful bidding service provider/agency shall, at the discretion of PFRDA, be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

20. General conditions of Contract (GCC)

20.1. Fraud and Corruption

PFRDA requires that the Bidding service provider/ agencies engaged through this process must observe the highest Standards of Ethics during the performance and execution of the Awarded Project(s). The following terms apply in this context:

PFRDA will reject the response of the bidding service provider/agency or terminate the contract, if the bidding service provider/agency has been determined by PFRDA to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.

These terms are defined as follows:

- ❓ "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of PFRDA or any personnel during the tenure of project.
- ❓ "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to PFRDA, and includes collusive practice among applicants (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive PFRDA of the benefits of free and open competition.
- ❓ "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
- ❓ "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of empanelment.
- ❓ "Collusive practices" means a scheme or arrangement between two or more applicants with or without the knowledge of the PFRDA, designed to establish prices at artificial, non-competitive levels. PFRDA will reject an application for award of contract, if it determines that the applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any assigned project.

20.2. Confidentiality

Information relating to evaluation of application and recommendations concerning awards shall not be disclosed to the applicants who submitted the applications or to other persons not officially concerned with the process. The undue use by any applicant of confidential information related to the process may result in the rejection of their application.

Moreover, in the performance of this Agreement or in contemplation thereof, bidding service provider/agency and its employees and agents may have access to confidential information owned or controlled by the other party relating to content, project, programs, software, plans and other data (hereinafter 'Information'), Any Information supplied by PFRDA or any other Government department, which is not in public domain. The receiving Bidding service provider/agency shall use a reasonable degree of care, which the receiving Bidding service provider/agency uses to protect its own proprietary and confidential information, to keep, and have its employees and agents keep, confidential any and all Proprietary Information. In

keeping therewith, the recipient shall not copy or publish or disclose the Proprietary Information to others, or authorize its employees, or agents or anyone else to copy, publish or disclose it to others, without the disclosing party's written approval, nor shall the receiving party make use of the Proprietary Information except for the purposes of executing its obligations hereunder, and shall return the Proprietary Information to the disclosing party at its request. These nondisclosure obligations will not apply to Proprietary Information which: (a) becomes generally known to the public by publication or by any means other than a breach of duty on the part of the recipient hereunder; (b) is information previously known to the recipient; (c) is information independently developed by or for the recipient; or (d) is information released by the owning party without restriction or released pursuant to a judicial or governmental decree.

20.3. Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.

20.4. Governing Laws/Jurisdiction/Arbitration: Any dispute in relation to the process of selection under this process shall be subject to the exclusive jurisdiction of courts at New Delhi only. Any dispute arising post the award of contract of engagement shall be settled in accordance with the terms mentioned therein.

20.5. Termination / Withdrawal

a) Without prejudice to any other right or remedy it may have, PFRDA reserves the rights to terminate the Agreement at any time by giving sufficient advance notice in writing to the other party including in following circumstances as mentioned in the contract.

☐ Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant' organization

☐ Information provided to PFRDA is found to be incorrect;

☐ Bid conditions are not met within the specified time period;

☐ Misleading claims are made;

☐ Clear evidence is received that bidding service provider/agency has breached copyright laws/ plagiarized from another source;

☐ Fundamental breach in the contract and the bidding service provider/agency fails to remedy the breach within a reasonable period after being notified in writing of the details

b) If the bidding service provider/agency does not execute the contract as per RFP-defined/mutually-agreed timelines/SLA then PFRDA may invoke any or all of the following clauses.

☐ Forfeit the Performance Guarantee Amount;

☐ ☐ Terminate the contract without any liability of PFRDA;

☐ Levy penalties for the delay.

20.6. Binding Clause

All decisions taken by the PFRDA regarding this Contract shall be final and binding on all concerned parties.

20.7. Bidding service provider/agency 's Integrity

The Bidding service provider/agency is responsible for and obliged to conduct all contracted activities as defined in the Scope of Work in accordance with the Contract.

20.8. Bidding service provider/agency 's Obligations

- a. The Bidding service provider/agency is obliged to work closely with the PFRDA's employees, act within its own authority and abide by directives issued by the PFRDA so as to achieve the targets in conformity with overall scope of work.
- b. The Bidding service provider/agency will abide by the job safety measures prevalent in India and will free PFRDA from all demands or responsibilities arising from accidents or loss of life the cause of which is the Bidding service provider/agency 's negligence. The Bidding service provider/agency will pay all indemnities arising from such incidents and will not hold PFRDA responsible or obligated.
- c. The Bidding service provider/agency is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanour.
- d. The Bidding service provider/agency must comply with statutory requirements for the personnel employed as part of the team.

| S.no | Activity | Timeline | Responsibility | Penalty |
|------|--|-------------------|---------------------------------|--|
| 1 | Issue of Work Order to the Successful vendor | T 0 | PFRDA | * If the bidding service provider/agency fails to submit PBG within fifteen (15) days from the issue of Work Order, EMD would be forfeited and the bid response submitted by the Bidding service provider/agency stands rejected and PFRDA may consider to award the contract to other Bidding service provider/agency /call for fresh bids. |
| 2 | Submission of Performance Bank Guarantee by the Bidding service provider/agency and completion of contract signing formalities | T1 = T0 +15 days* | Bidding service provider/agency | |

20.09. SLA and Operational Penalties

SLAs for the Implementation Phase

Compensation for delay in implementation

If the service provider fails to meet the specified completion of schedule, the service Provider shall be liable to pay as compensation at the rates specified below, for each completed calendar week of delay or part thereof, on the Total Project Cost.

| | | Baseline * | Compensation | |
|------|--|---------------------|--|--|
| S.No | Measurement | (T) | Payable | Compensation |
| 1 | Implementation and configuration of LMS product and related components as per the agreed Functionality | As per Project Plan | >(T + 15 days) every subsequent week | Rs 1000 shall be the compensation payable for every week of delay. |
| 2 | Application Go Live | As per Project Plan | > (T+15 days) + every subsequent weeks | Rs 1000 shall be the compensation payable for every week of delay. |

- 1) "T" refers to the timelines as agreed as part of Project Plan.
- 2) In case of shortfall in the uptime/ SLA, Bidding service provider/agency shall be liable to give compensation as per the SLA parameters specified in "SLA" section.
- 3) Bidding service provider/agency agrees and considers that the compensation set out herein above are fair and reasonable and that they shall raise no objection or dispute with regard to PFRDA's right to recover such compensation. Further PFRDA shall not be required to prove any actual damage or loss.
- 4) No compensation is payable for the reasons attributable to PFRDA and Force Majeure.
- 5) Total compensation payable shall not exceed a total of 10% of the total contracted value.
- 6) A grace period of 15 days post T shall be provided.

PFRDA will have the rights to seek the compensation payable to it, if any, from any amount payable to bidding service provider/agency or by raising a demand if it exceeds the amount so payable. Also, if the specifications of the RFP are not met by Bidding service provider/agency during various tests, Bidding service provider/agency shall rectify or replace the same to comply with the specifications immediately to ensure the committed uptime, failing which PFRDA has the sole right either to reject or to accept it finally by recovering the suitable amount as deemed reasonable by PFRDA.

20.10. SLAs for the Operations Phase

Expected SLA's for LMS Operations

| Service Area | Activity | SLA Measurement | SLA failure indicator | Compensation |
|--------------|----------|-----------------|-----------------------|--------------|
|--------------|----------|-----------------|-----------------------|--------------|

| | | | | |
|--|---------------------------------------|--------------------------------------|--|-----------|
| Software (LMS Application), | Monitoring Maintenance and resolution | > 99 % uptime for a quarter | The uptime is below the threshold of 99% for the quarter | NA |
| | | >=97 & < 99 % uptime for a quarter | | Rs 5000 |
| | | >=95 & < 97 % uptime for a Quarter | | Rs 10,000 |
| | | < 95% uptime for a quarter | | Rs 15000 |
| Other services not covered above but are part of the RFP | As indicated in RFP | For the Project period | Non-compliance | Rs 1000 |
| Non-implementation of additional distinct and significant features in tools or services. | Implementation of those features. | Within the timelines sought by PFRDA | Non-implementation of such features. | Rs 1000 |

SLA for Help Desk Services

| S.No | Measurement | Definition | Measurement Interval | Target | Compensation |
|------|-----------------|--|----------------------|---|---|
| 1 | Resolution Time | “ Resolution Time ”, means time taken by bidding service provider/agency staff to troubleshoot and fix the problem from the time the call has been logged at the Helpdesk till the time the problem has been fixed. | Quarterly | 100% calls to be resolved within 30 Minutes | No Compensation |
| | | | | Unresolved call 1.beyond 30 min to 1 hr 2.Unresolved calls beyond 1 hr | Compensation 1a. Upto 10 cases-Rs 1000/- 1b.More than 10 cases-Rs 5000/- 2a.Upto 10 cases-Rs 10,000/- 2b. More than 10 cases-Rs 15,000/- |
| | | The help desk will typically receive calls from PFRDA and participants for account creation,deletion, system administration, server not accessible, ad-hoc report generation etc. | | | |

- 2 Other SLAs pertaining to the incident management, change management, reporting and other compliance procedures etc. will be discussed and added during the contractual stages. Compensation for any breach of SLA shall be capped as per below:

1. Compensation for delay in implementation - 10% of Implementation/capex cost
2. SLAs for Operational Phase - 10% of respective quarter Opex value

20.11. Working Hours / Days

- a) When engaged, the professionals will keep to the normal working hours of PFRDA.
- b) The officials will also follow the Holiday Schedule of PFRDA.
- c) When engaged the officials will work exclusively on this project. The official will not work on any other assignment during the days for which they are required to work for this project.
- d) However, in case of certain important and time bound pressing assignment; the resources may be required to work extra hours on weekdays and/or may be on holidays and for which no additional compensation shall be payable by PFRDA.

20.12. Approval / Clearances

All the necessary approvals/ clearances from concerned authorities (such as Govt duties, tax etc) required for discharging services by the Bidding service provider/agency shall be obtained by the Bidding service provider/agency solely .

21. Payment Terms

Payments based on deliverables of the contract are as below:

All the payments shall be made by PFRDA to Bidding service provider/agency except as otherwise provided in the RFP/contract after deducting all taxes including TDS, as per laid down provisions from time to time. All the payment shall be in Indian Rupees. The detailed payment terms are given below.

PFRDA will release the payment after receiving the invoice on completion of the phase / period to the satisfaction of PFRDA as per the mutually agreed SLAs. After deduction of any charges or compensation as per “**SERVICE LEVEL AGREEMENT**” etc. No advance payments will be made. Further, it may be noted that the mentioned criteria is only for the purpose of effecting agreed price payment. The selected Bidding service provider/agency shall cover the entire scope including deliverables mentioned in the RFP.

| S. No | Description | Deliverables | Terms of payment |
|-------|---|---|---|
| 1 | Team Mobilization, Preparation of Project Plan, Kick-off meeting | Detailed Project Plan with manpower details. Organization chart showing the proposed organization/ manpower along with Escalation Matrix, Standard Operating Procedures (SOP) & Exit Management Plan. | Team Mobilization, Preparation of Project Plan, Kick-off meeting - 10% of capex value |
| 2 | Implementation, configuration of Learning Management Solution (Application and related Infrastructure components) | Implementation, Configuration reports for the LMS product implementation | 60% of capex value |

| | | | |
|---|---|---|-------------------------------------|
| 3 | Acceptance of LMS Solution | Acceptance Testing of deployed solution including functionality, module requirements as agreed during the SRS/FRS stages (All the documents, manuals & CDs need to be made available to PFRDA) Licenses, Service Support documents will be checked and cleared by PFRDA. Sample SLA Reports, Training completion certificate from user | 20% of capex value |
| 4 | Go- Live of Integrated Learning Management Solution | Acceptance Testing of deployed LMS solution | 10% of capex value. |
| 5 | LMS Managed Services | Monthly Maintenance Report | Monthly payment of Total Opex value |

The Bidding service provider/agency/s are expected to examine all instructions, forms, terms, PFRDA project requirements and other information in the RFP documents. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidding service provider/agency 's risk and may result in rejection of its Proposal and forfeiture of the proposal.

- ❓ The following general clauses and conditions shall apply to contracts placed by the PFRDA so far as not stated otherwise in the relevant contract. Furthermore, specific clauses and conditions may be set out or invoked in a contract and its annexes.
- ❓ The PFRDA shall have the right to check the technical performance of the contract, and for this purpose, and for the general purpose of collaboration, they shall nominate a representative.
- ❓ Bidding service provider/agency is expected to provide a breakup of Implementation Cost and Opex (Operational expenditure) in their financial proposal.
- ❓ Implementation Cost component includes the software (application), related infrastructure, setting up and implementation costs along with the cost involved for Hosting in Private Cloud.
- ❓ The payments shall be based on the adherence to the SLAs.
- ❓ Payments shall be subject to any deductions (such as TDS, compensation as per SLA, etc.) of any amount, for which the LMS Vendor is liable under the agreement against this RFP.
- ❓ The payments to the LMS Vendor will be made quarterly at the end of each quarter on acceptance of the invoice by the PFRDA. After acceptance of the invoice along with the supporting documents as per the checklist (to be provided by PFRDA), the invoice would be processed for release of payment after due verification of the invoice & other supporting documents and imposition of penalty if any by PFRDA.
- ❓ The payment term would be till the contract period.
- ❓ For any delay in completion of any of the above deliverables beyond the contract period, compensation at the rate of 10% of total project cost would be recoverable for completion of the deliverable, beyond that

timeframe as agreed during the project plan submitted by the bidding service provider/agency.

- 7 Upon completion of contract to the satisfaction of PFRDA, and prior to release of final payment, the vendor is under obligation to provide PFRDA a full and final payment and discharge certificate. The final payment would be released to the selected vendor only after the agency has provided PFRDA with such certificate. The discharge certificate should highlight the fact that PFRDA shall not be responsible for any future liability on account of interest or compensation of any nature, as it has already paid/or has endeavoured to pay, as the case may be. No interest, loss, compensation or damages or any claims of like nature shall be entertained for delay/non-receipt of valid discharge certificate from the agency and in such cases PFRDA shall determine the appropriate course of action, if non-cooperation is observed on the part of the agency.

22. Extension of Contract

The PFRDA at its discretion may further decide to extend the contract from the end date of the contract for another period of one year or more. Such an extension will be based upon the same terms and conditions as those for the contract awarded on the basis of this RFP/contract or as may be decided by PFRDA.

22.1. Change Orders

PFRDA may at any time before completion of work under project awarded to the bidding service provider/agency, change the work content by increasing the quantities of the services as required, as mentioned in the Contract for execution of the Project. With commensurate increase in scope, time, and value of the contract as per the agreed change request on mutually discussed basis and Change Management process / template to be followed for the same.

22.2. Knowledge Transfer & Exit Management

22.2.1. Knowledge Transfer

1. Knowledge Transfer is an integral part of the scope of work of Bidding service provider/agency. This will have to be done even in case the Contract with Bidding service provider/agency ends or is terminated before the planned timelines.
2. Bidding service provider/agency needs to include in the response the Exit Management Plan for the LMS Solution and Operations at the end of the contract duration. The transition period shall span a minimum of six months before the contract end date. The selected bidding service provider/agency shall ensure during the exit management the following:
 - Handover the existing system and infrastructure to the PFRDA in running condition.
 - Have a minimum three (3) months overlap period of running the operations with the new bidding service provider/agency.
 - Three (3) months independent operations of LMS Solution by new bidding service provider/agency from last date of support of outgoing bidding service provider/agency.

3. At the end of the Contract, Bidding service provider/agency will be required to provide necessary handholding and transition support to designated staff or any other Agency that is selected for maintaining the system post the Contract with Bidding service provider/agency . The handholding support will include but not be limited to, conducting detailed walkthrough and demonstrations for the IT Infrastructure, handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working / performance levels of the infrastructure, conducting training sessions etc.

22.2.2. Cooperation and Provision of Information

During the exit management period:

1. The selected Bidding service provider/agency will allow PFRDA access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable PFRDA to assess the existing services being delivered.
2. Promptly on reasonable request by PFRDA, the selected Bidding service provider/agency shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (provided by the selected bidding service provider/agency). PFRDA shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data etc.

22.2.3. Confidential Information

Selected Bidding service provider/agency will promptly on the commencement of the Exit Management Period supply to PFRDA the following:

1. Information relating to the current services rendered.
2. Documentation relating to the Project's Intellectual Property Rights.
3. All current and updated data as is reasonably required for purposes of PFRDA transitioning the services to its Replacement agency in a readily available format.
4. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable PFRDA or the replacement agency to carry out due diligence in order to transition the provision of the Services to PFRDA or its nominated agencies, or its Replacement agency (as the case may be).
5. Before the expiry of the exit management period, Bidding service provider/agency shall deliver to PFRDA all new or up-dated materials from the categories set out in t h e Plan and shall not retain any copies thereof, except that Bidding service provider/agency shall be permitted to retain one copy of such materials for archival purposes only.
6. Before the expiry of the Exit Management Period, unless otherwise provided, PFRDA shall be delivered with by the selected bidding service provider/agency of all forms of confidential information, which is in the possession or control of bidding service provider/agency .

22.2.4. Transfer of Certain Agreements

On request by PFRDA, Bidding service provider/agency shall effect such assignments, transfers, licences and sub-licences as PFRDA may require in favour of PFRDA or in

relation to any equipment, lease, maintenance or service provision agreement between Bidding service provider/agency and third party lessors, bidding service provider/agency, and which are related to the services and reasonably necessary for the carrying out of replacement services by PFRDA. Bidding service provider/agency shall provide the perpetual licenses for all involved LMS components (as applicable) and same shall be shared with PFRDA.

22.2.5. General Obligations of Bidding service provider/agency

- 1) Bidding service provider/agency shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to PFRDA and which Bidding service provider/agency has in its possession or control at any time during the exit management period.
- 2) For the purposes of exit management schedule, anything in the possession or control of Bidding service provider/agency or associated entity is deemed to be in the possession or control of Bidding service provider/agency.
- 3) Bidding service provider/agency shall commit adequate resources to comply with its obligations under this Exit Management plan.

22.2.6. Exit Management

Bidding service provider/agency shall prepare an Exit Management Plan for transfer of operations to PFRDA and/or as may be advised by PFRDA in the event of termination or expiry of the contract with PFRDA, without affecting services to stakeholders adversely. Bidding service provider/agency shall get this process approved by PFRDA. The Plan shall include, but not be limited to, the following-

1. Detailed Program of the Transfer Process that could be used in conjunction with a Replacement Agency including details of the means to be used to ensure continuing provision of the services throughout the Transfer Process or until the cessation of the services and of the management structure to be used during the transfer.
2. Plans for the communication with such of Bidding service provider/agency staff, OEM's and any related third party as are necessary to avoid any material detrimental impact on PFRDA's project operations as a result of undertaking the transfer.
3. Plans for provision of contingent support to PFRDA and Replacement Agency for a reasonable period.
4. Bidding service provider/agency shall draft the Exit Management Plan periodically thereafter to ensure that it is kept relevant and up to date.
5. Exit Management Plan shall be presented by bidding service provider/agency to PFRDA and approved by PFRDA.
6. The Terms of Payment as stated in the Payment Schedule shall include the costs of the Agency complying with its obligations under Exit Plan.
7. During the Exit Management Period, Bidding service provider/agency shall use its best efforts to deliver the services.
8. Payments during the Exit Management period shall be made in accordance with the Payment Schedule as specified in the exit plan.
9. The Exit Management plan shall be furnished in writing to PFRDA within sixty (60) days from the Effective Date of this Agreement

1) Upon completion of the contract period or upon termination of the agreement for any reasons, the bidding service provider/agency shall comply with the following:

☐ Notify to PFRDA forthwith the particulars of all Project Assets.

☐ Deliver forthwith actual or constructive possession of the Project free and clear of all encumbrances and execute such deeds, writings and documents as may be required by PFRDA, for fully and effectively divesting the bidding service provider/agency of all of the rights, title and interest of the Bidding service provider/agency in the Project and conveying the Project.

2) Subject to clause (1) of Exit Management, upon completion of the contract period or upon termination of the agreement, the Bidding service provider/agency shall comply and conform to the following Divestment Requirements in respect of the project:

a) All project assets including the hardware (if applicable), software, documentation and any other infrastructure shall have been renewed and cured of all defects and deficiencies as necessary so that the project is compliant with the specifications and standards set forth in the RFP, agreement and any other amendments made during the contract period.

b) The Bidding service provider/agency agency delivers relevant records and reports pertaining to the project and its operation, and maintenance including all operation and maintenance records and manuals pertaining thereto and complete as on the Divestment date.

c) The Bidding service provider/agency agency executes such deeds of conveyance, documents and other writings as PFRDA may reasonably require to convey, divest and assign all the rights, title and interest of the bidding service provider/agency in the project free from all encumbrances absolutely and free of any charge or tax to PFRDA, or its nominee.

d) The Bidding service provider/agency complies with all other requirements as may be prescribed under applicable laws to complete the divestment and assignment of all the rights, title and interest of the Bidding service provider/agency in the project free from all encumbrances absolutely and free of any charge or tax to PFRDA.

3) Not earlier than three (3) months before the expiry of the contract period but not later than thirty (30) days before such expiry, or in the event of earlier termination of the contract, immediately upon but not later than fifteen (15) days from the date of issue of Termination Notice, the Independent Consultant as nominated by PFRDA shall verify, in the presence of a representative of the Bidding service provider/agency , compliance by the Bidding service provider/agency with the Divestment Requirements set forth in relation to the project and, if required, cause appropriate tests to be carried out at the Bidding service provider/agency 's cost for determining the compliance therewith. If either party finds any shortcomings in the Divestment Requirements, it shall notify the other of the same and the Bidding service provider/agency shall rectify the same at its cost.

4) Upon the Bidding service provider/agency conforming to all Divestment Requirements and handing over actual or constructive possession of the project to PFRDA or a person nominated by PFRDA in this regard, PFRDA shall issue a certificate substantially in the form set forth, which will have the effect of constituting evidence of divestment of all rights, title and lien in the project by the Bidding service provider/agency and their vesting in project pursuant hereto. PFRDA shall not

unreasonably withhold issue of such certificate. The divestment of all rights, title and lien in the project shall be deemed to be complete on the date when all the Divestment Requirements have been fulfilled or the Certificate has been issued, whichever is earlier, it being expressly agreed that any defect or deficiency in any Divestment Requirement shall not in any manner be construed or interpreted as restricting the exercise of any rights by PFRDA or its nominee on or in respect of the project on the footing as if all Divestment Requirements have been complied with by the concessionaire.

5) Bidding service provider/agency shall ensure transfer of all required software products and licenses utilized for the LMS implementation to PFRDA.

6) At the end of the contract period or upon termination of contract, bidding service provider/agency is required to provide necessary handholding and transition support to ensure the continuity and performance of the Services to the complete satisfaction of PFRDA.

7) Bidding service provider/agency shall ensure that their Cloud Service Provider (CSP) shall support the PFRDA in migration of the VMs, data, content and any other assets to the new environment created by the PFRDA or any Agency (on behalf of the PFRDA) on alternate cloud service provider's offerings to enable successful deployment and running of the PFRDA's solution on the new infrastructure. Bidding service provider/agency and their CSP shall certify the VM, Content and data destruction to the PFRDA as per stipulations and shall ensure that the data cannot be forensically recovered. Bidding service provider/agency along with their CSP shall have the responsibility to support and assist PFRDA till it is able to successfully deploy and access the services from the new environment.

8) Bidding service provider/agency shall not delete any data at the end of the agreement (for a maximum of 45 days beyond the expiry of the Agreement) without the express approval of PFRDA.

9) During the Exit/Transition management process, it is the responsibility of the Bidding service provider/agency to address and rectify the problems with respect to migration of the Department application and related IT infrastructure including installation/reinstallation of the system software etc.

10) The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with PFRDA.

11) During the contract period, the bidding service provider/agency shall ensure that all the documentation required by the Government Department for smooth transition including configuration documents are kept up to date and all such documentation is handed over to the department during the exit management process.

22.2.7. Bankruptcy and Insolvency

Without prejudice to other terms as stipulated in the contract for termination, PFRDA can terminate the contract if the bidding service provider/agency becomes bankrupt and/or loses the desired state of solvency with a notice of thirty (30) days. PFRDA, in such cases of termination, will not be responsible for any loss or financial damage to the service provider resulted due to the termination. PFRDA will also, in such cases have the right to recover any pending dues by invoking the Performance Bank Guarantee or any such instrument available with PFRDA.

23. Only One Application

An applicant may submit only one proposal on its own. If an applicant submits more than one proposal on its own, both proposals shall be disqualified.

24. Disclaimer

(i) This RFP is not an offer by the PFRDA, but an invitation to receive responses from eligible interested applicants for installation, commissioning and maintenance of LMS. No contractual obligation whatsoever shall arise from this process.

(ii) The evaluation shall be strictly based on the information and supporting documents provided by the Bidding service provider/agency s in the responses submitted by them. It is the responsibility of the applicants to provide all supporting documents necessary to fulfil the mandatory eligibility criteria. In case, information required by PFRDA is not provided by applicant, PFRDA may choose to proceed with evaluation based on information provided and shall not request the applicant for further information. Hence, responsibility for providing information as required in this form lies solely with applicant.

Annexure-I: Declaration (On the Respondent's Letter Head)

DECLARATION

- i. I, _____ (Name & Designation) solemnly affirm that the facts stated above are correct and nothing has been withheld. If any information submitted above, is found to be false or fabricated, we may be liable to be debarred from selection.
- ii. We permit PFRDA to inspect our records to ascertain the above facts.
- iii. We permit PFRDA to cross check the above facts from any other source.
- iv. We or our authorized representative, if required by PFRDA, would make a presentation before the duly constituted Committee at our own cost.
- v. We have read & understood the RFP and agree to all the Terms & Conditions stated therein.

SIGNATURE

Full Name and Designation:

Date:

(Seal of organization)

Annexure-II: Covering letter with the Proposal in response to RFP Notice

{Place}

{Date}

To

The Deputy General Manager,
Training Department,
2nd Floor, PFRDA
B- 14A Chattrapati Shivaji Building ,
Qutub Institutional Area
New Delhi – 110016

Ref: RFP for setting up, operationalize and maintenance of LMS, reference RFP dated

Subject: Submission of proposal in response to the RFP for “Installation, commissioning and Maintenance of LMS”.

Dear Sir/Madam,

1. Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP dated _____ for “**LMS**”, in full conformity with the said RFP document.
2. We have read the provisions of the RFP document and confirm that these are acceptable to us besides the contract that shall be executed post the award of the contract. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
3. In the event of acceptance of our Bid, we do hereby undertake:-
 - ❑ To commence services as stipulated in the schedule of delivery, forming a part of the attached Technical Bid.
 - ❑ We affirm that the prices quoted are inclusive of all charges and all sales, service taxes and any other type of taxes as may be applicable from time to time.
4. We agree to abide by this Proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of one hundred and twenty **(120) days** from the date of submission of the bid or such extension of period as may be sought by PFRDA.
5. The EMD of one (1) Lakh submitted by us may be en-cashed if we do not submit the requisite Performance Bank Guarantee within fifteen (15) days of award of contract for “**LMS**”.

6. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices, we have not been blacklisted by any organisation or our contract has not been cancelled (in the preceding 3 years) on account of breach of any terms thereof including on account of non-performance.

7. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.

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

9. We understand you are not bound to shortlist / accept any proposal you receive.

Please find enclosed details of our company in the format as given in Annexure – III.

We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

COMPANY/FIRM'S NAME

Signature of Authorized Signatory and Seal of the bidding service provider/agency

Name

Title

Date:

Annexure-III: Details of the Responding Firm

| S.No. | | |
|----------|--|-------------------------|
| | Particulars | Details to be Furnished |
| 1 | Details of the Responding Firm | |
| | Name | |
| | Address Corporate Office, Local Office | |
| | Telephone | |
| | Fax | |
| | Website | |
| | e-Mail | |
| 2 | Details of the Authorized person for the bid | |
| | Name | |
| | Designation | |
| | Telephone | |
| | Fax | |
| | e-Mail | |
| 3 | Status of the firm/Company (Public /Pvt. Ltd.) | |
| | Details of Registration | |
| | ROC Ref No | |
| | Date | |
| 4 | Number of Professionals (On the rolls of the firm) providing managed services (Excluding temporary staff) | |
| 5 | Details including short history, core competency of your organization and your resource skill sets. | |

Annexure-IV: Financial Information Summary

| Sr. No. | Name of the Bidding service provider/agency | Turnover (in INR - Crores) | |
|----------------|---|----------------------------|------------|
| | | FY 2016-17 | FY 2017-18 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Note: Please enclose balance sheet and Profit & Loss statement duly certified by authorized auditor.

Annexure-V: Curriculum Vitae (CV) for Proposed Professional Staff* Template

- 1. Proposed Position** [only one candidate shall be nominated for each position]:
- 2. Name of Firm** [Insert name of firm proposing the staff]:
- 3. Name of Staff** [Insert full name]:
- 4. Date of Birth & Nationality:**
- 5. Education** [Indicate college/university and other relevant specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
- 6. Membership of Professional Associations:**
- 7. Other Training** [Indicate significant training since degrees under “5 – Education” were obtained]:
- 8. Work Experience:** [List organisations where staff has worked in the last ten years]:
- 9. Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
- 10. Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held, Project handled.]:

From [Year]: To [Year]:

Employer:

Positions held:

| Detailed Tasks Assigned | Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned |
|--|--|
| [List all tasks to be performed under this assignment] | [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the project] |

| | |
|--------------------------------|--|
| Name of assignment or project: | |
| Year: | |
| Location: | |
| Client: | |
| Main project features: | |
| Positions held: | |
| Activities performed: | |

11. Staff is resident / native of:

12. Certification:

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

Date:

[Signature of staff member or authorized representative of the staff]
Day/Month/Year

Full name of authorized representative:

*** Minimum Qualification for Proposed Professional Staff:**

| S No. | Role | Qualification | Total Work Experience in Years | Experience in the domain of LMS (in Years) |
|-------|-------------------------------------|-------------------------|--------------------------------|--|
| 1 | Project Manager | (B.Tech/B.E /MCA) + MBA | 5 | 3 |
| 2 | Technical Implementation Expert | (B.Tech/B.E /MCA) | 5 | 3 |
| 3 | Quality Assurance/Testing Personnel | (B.Tech/B.E /MCA) | 3 | 3 |
| 4 | Content Transformation | (B.Tech/B.E /MCA) | 3 | 3 |

| | | | | |
|----------|-------------------|-------------------|---|---|
| 5 | Personnel | | | |
| | Support Personnel | (B.Tech/B.E /MCA) | 3 | 3 |
| 6 | – Help Desk – L2 | | | |
| | Support Personnel | (B.Tech/B.E /MCA) | 3 | 1 |
| | – Help Desk – L1 | | | |

Annexure-VI: Financial Proposal Covering Letter

{Place}

{Date}

To

The DGM

Training Department,

2nd Floor,PFRDA

B- 14A Chattrapati Shivaji Building ,

Qutub Institutional Area

New Delhi – 110016

Ref: RFP dated _____

Subject: Submission of financial proposal in response to the RFP for Installation, commissioning and maintenance of LMS

Dear Sir,

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Proposal dated _____. Our Financial Proposal is submitted as per the instructions given in the RFP document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal. Any change in the government's tax during the project duration will be borne by us and will not be transferred to PFRDA.

The following is the breakup of our financial proposal covering both Implementation Cost and Opex expenses.

Table 1

| SL NO | Type | Cost Components | Amount (INR) – Exclusive of all taxes & levies Year 1 | Amount (INR) – Exclusive of all taxes & levies Year 2 |
|-------|-------------------------------|----------------------------------|--|---|
| 1 | LMS Implementation cost | LMS Product (Enterprise License) | | |
| | | Hosting -Cloud | | |
| | | Services Cost – till go-live | | |
| | | Content development | | |

| | | | | |
|---|--|---|--|--|
| | | Any other component (please specify) | | |
| | Total Implementation Costs | Total | | |
| 2 | LMS Operations – Opex | Hosting – Cloud (Maintenance / Support) | | |
| | | AMC for the Product (if applicable) | | |
| | | Other system maintenance costs (Server, OS, DB) (if applicable) | | |
| | | Support Services – LMS Tool Maintenance | | |
| | | Support Services – L1 & L2 for Help desk services | | |
| | | Any other components (Please specify) | | |
| | Total Opex | Total | | |
| 3 | Total Cost (Implementation Cost + Opex) | | | |

You are also requested to provide the costs over license costs based on the number of users.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Annexure-VII: Format of sending Pre-bid queries

Ref: RFP dated <dd/mm/yy>

Name of the Bidding service provider/agency - <<>>

Contact Address of the Bidding service provider/agency - <<>>

| Sr. No. | Section No. | Page No. | Query | Remark |
|---------|-------------|----------|-------|--------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

Signature:

Name of the Authorized signatory:

Company seal:

Annexure VIII-Change Request Form

| | |
|-----------------------------|--|
| Project/Opportunity: | |
|-----------------------------|--|

| | | | |
|-------------------------------|--|-------------------------|--|
| Change Request Number: | | Date of Request: | |
|-------------------------------|--|-------------------------|--|

Description of Change:

| |
|--|
| |
|--|

| | | | |
|---|------------|--|-----------|
| More Descriptive Details / Documents Attached to Request Form: | Yes | | No |
|---|------------|--|-----------|

Reasons for Proposed Change: (X)

| | |
|--------------------------|---|
| <input type="checkbox"/> | Problem/Error/Non-conformance (corrective change) |
| <input type="checkbox"/> | Improvement/Enhancement (perfect change) |
| <input type="checkbox"/> | Change in Environment (adaptive change) |
| <input type="checkbox"/> | Other |

Documents/Deliverables Requiring Update: (X)

| | | | | | |
|--------------------------|-------------------|--------------------------|------------------|--------------------------|----------------------|
| <input type="checkbox"/> | Statement of Work | <input type="checkbox"/> | Bidder Agreement | <input type="checkbox"/> | PFRDA Purchase Order |
| <input type="checkbox"/> | Project Plan | <input type="checkbox"/> | Quality Plan | <input type="checkbox"/> | PM Schedule |
| <input type="checkbox"/> | Other | <input type="checkbox"/> | | <input type="checkbox"/> | |

Estimate of Impact

| | | | | | | |
|------------------------------|--|----------------|--|-----------------|--|--------------|
| Degree of Impact: (X) | | Minimal | | Moderate | | Major |
|------------------------------|--|----------------|--|-----------------|--|--------------|

| | |
|---|--|
| Cost Impact of Requested Change | |
| Time/Schedule: (Yes/No) (Detail Below) | Dollars: (Yes/No) (Details Below) |
| | |

| | | | | |
|----------------------------------|--|------------|--|---|
| Immediate Resolution: (X) | | Yes | | No – Start Formal Change Control Process |
|----------------------------------|--|------------|--|---|

| | | | | |
|--------------------------------------|---------------|-----------|-----------------|--------------------------------------|
| Full Evaluation Required: (X) | | No | | Yes – (Enter Estimates Below) |
| Cost Estimates / Evaluation | Hours: | | Dollars: | |

| | |
|--------------------------------------|---------------|
| Name / Recommended Evaluator: | Title: |
|--------------------------------------|---------------|

Approvals for Full Evaluation:

PFRDA: _____
Title: _____

Supplier: _____
Title: _____

Evaluation Results

Date of Review:

Total Approved Cost:

Decision: (X)

| | | | | | |
|--|----------|--|----------|--|-----------------|
| | Approved | | Rejected | | Deferred Until: |
|--|----------|--|----------|--|-----------------|

AGREED TO:

| | |
|-----------|-------|
| | PFRDA |
| Signature | |
| Name | |
| Title | |
| Date | |

| | |
|-----------|-------------------------------|
| | [Insert Supplier Entity Name] |
| Signature | |
| Name | |
| Title | |
| Address | |
| Date | |