

e-Tender Document for TISSx Platform Maintenance and Customisation

(Only Through Online e-Procurement Mode)
TISS E-Procurement Website: <https://www.tenderwizard.com/TISS>

E-NIT Cum Tender Document for the following Services:

e-Tender No.	TISS/TISSxPlatform/2023/2
Name of Work:	e-Tender for the "Maintenance and Customisation of TISSx platform complete suite for CETE, TISS, Mumbai." (TISSx Platform Maintenance and Customisation)
Estimated Cost:	Rs.15,00,000/- (Inclusive of Taxes)
EMD & e-Tender Processing Fees:	Rs.30,000/- Earnest Money Deposit (EMD) is 2% of estimated cost the e-Payment Gateway is available on TISS e-Procurement Portal for making the Tender Form /Cost Fees & EMD payment. through an online payment method by the payment gateway in the e-Tender portal i.e. https://www.tenderwizard.com/TISS . ETender Processing Fees are applicable (Non-Refundable)
Tender Form Fees (Only Through Online Mode on the portal)	Rs.2,000/- +(Applicable GST @18%) (Form Fees). The e-Payment Gateway is available on TISS e-Procurement Portal for making the Tender Form /Cost Fees & EMD payment. through an online payment method by the payment gateway in the e-Tender portal i.e. https://www.tenderwizard.com/TISS .
Bid Address To	The Director, Tata Institute of Social Sciences, V.N. Purav Marg, Mumbai - 400088
Financial Clarifications	Name: Gayathri Moily Department: Finance & Admin, CETE, TISS Email: gayathri.moily@tiss.edu Contact: 022-25525002/022-25525003
Technical Clarifications	Name: Satej Shende Department: Technology, CETE, TISS Email: satej.shende@tiss.edu Contact: 9011225999/022-25525003

TENDER SCHEDULE

SL.No.	Details :	Dates:
1	Date of Tender Notification/ Publishing	21.07.2023 at 11.00am
2	Pre-bid meeting for doubts, understanding, and clarifications if any	27.07.2023 from 11.00am onwards
3	Last date for Tender Submissions	17.08.2023 at 03.00 pm
4	Date of Technical Bid Opening:	17.08.2023 at 04.00 pm
5	Presentation and Demo by Eligible Bidders Technical Bid	22.08.2023; 11.00 am onward

INSTRUCTIONS TO THE BIDDERS:

1. Bid to be submitted online within the due date.
2. Tenders should be submitted only through the e-Tender portal and obtain the Tender Acknowledgement copy as proof of successful submission.
3. All prospective bidders are requested to visit our TISS E-PROCUREMENT WEBSITE regularly for updates/corrigendum/amendments if any which will be published on TISS e-Procurement website only.

Standard e-Tender Terms & Conditions For TISS e-Procurement.

TISS e-Procurement Website is <https://www.tenderwizard.com/TISS>

1. The details of the tender notification can be downloaded from www.tenderwizard.com/TISS under the "Tender of TISS" link on the homepage.
2. Vendors should obtain the USER ID and PASSWORD from www.tenderwizard.com/TISS OR <https://www.tiss.edu/tenders> by clicking on the "Enrolment" link on the homepage.
3. The Vendor registration fee has to be www.tenderwizard.com/TISS or <https://www.tiss.edu/tenders> paid for Rs.2000/- + GST(18%)(Non-Refundable). Using the ePayment link provided at the time of registration, and the mode of payment are Credit Card, Debit Card, and Internet Banking. Vendor Registration is Valid for 1 year.
4. For further details on e-Tender participation, please contact ITI Help desk on ☎ Telephone: 080-49352000 (Bangalore) & Sanjay KC – Mumbai & Maharashtra (09665721619) Email: sanjay.kc@etenderwizard.com
☎ Email: harishkumar.kb@etenderwizard.com, ambasa@etenderwizard.com.
5. Tenders should be submitted only through the e-Tender portal and obtain the Tender Acknowledgement copy as proof of successful submission.

INFORMATION & INSTRUCTIONS TO THE BIDDERS
FOR USING ONLINE ELECTRONIC TENDERING SYSTEM (eTS).

Special Conditions & instructions for using the online Electronic Tendering System through the portal (website) <http://www.tenderwizard.com/TISS> adopted by Tata Institute Of Social Sciences, Mumbai. Vendor Registration Fees Rs.2,000/-+ 18%(GST) through ePayment Gateway on TISS e-Procurement Portal i.e., <https://www.tenderwizard.com/TISS>

Note: The e-Payment Gateway is available on e-Procurement Portal for making the Online Vendor Registration Payment.

Bidders are required to Enroll for Vendor Registration on the TISS e-Procurement Tender wizard Portal (URL: <https://www.tenderwizard.com/TISS>) by clicking on the link “ Enrolment ” on the home page of e- Portal which is chargeable. (Rs.2000/- + GST(18%)(Non-Refundable) to be paid online by the e-payment gateway).

The bidders are required to submit soft copies of their bids electronically on the TISS Tender Wizard e-Procurement Portal, using valid Class III Digital Signature Certificates. The step-by-step instructions about the e-Tender Process is given in “Vendor Help Manual “.

Class III Digital Signature Certificates are mandatory for e-Tender /eProcurement.

Note: Information about e-Procurement Portal.

More information is useful for submitting online bids on the NIA e-Procurement Tenderwizard Portal may be obtained at: <https://www.tenderwizard.com/TISS> or <https://www.tiss.edu/tenders>.

N.B: Bidders can download the Vendor’s manual by visiting the home page of the TISS e-Procurement Website: <https://www.tenderwizard.com/TISS> OR or <https://www.tiss.edu/tenders>.

KEY INSTRUCTIONS for BIDDERS by clicking on “Latest Circulars/Formats/Help Manuals/Faq”. The complete Step by Step “Vendors Help Manual For e-Procurement / e-Tendering Process, Vendors Registration Process, System Settings Requirements & JAVA Settings Manuals, e-Payment Guidelines” & “Digital Signature Certificate Process” these details are available on TISS e-Procurement Website for eTenders.

Note: Online Support / Web Support / E-Mail Support / Phone Support is also available for Bidders as well as Department Officials. Online support through “Team Viewer”, “Ammy Admin “ Or “Any Desk” Remote software only. For Downloading this software, the downloading software links are available on the home page of the TISS e-Procurement Website.

ACTING REGISTRAR, TISS

Statement of Confidentiality:

This proposal describes the IT service engagement as well as services, terms, and schedule for the TISSx (<https://www.tissx.tiss.edu/>) platform maintenance and customisation.

The information contained in this Tender Document or subsequently provided to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of Center of Excellence in Teacher Education, Tata Institute of Social Sciences, Mumbai (hereinafter “CETE, TISS”) or by any of their employees or advisors, shall be subject to the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided. The purpose of this tender document is to provide the Bidder(s) with information to assist in the formulation of their proposals. This Tender Document does not purport to contain all the information each bidder may require.

This tender document may not be appropriate for all persons, and it is not possible for the CETE, TISS, their employees, or advisors to consider the investment objectives, financial situation, and particular needs of each bidder who reads or uses this tender document. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this tender document and where necessary obtain independent advice from appropriate sources. CETE, TISS, its employees, and its advisors make no representation or warranty and shall incur no liability under any law, statute, rule, or regulation as to the accuracy, reliability, or completeness of the tender document. CETE, TISS may in their absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information in this Tender Document.

Name of work: Maintenance and Customisation of [TISSx](#) platform complete suite for CETE, TISS, Mumbai.

About TISS:

The Tata Institute of Social Sciences (TISS), established in 1936, is India's premier University for applied social science research and education. The Institute is a deemed university and is fully funded by the University Grants Commission (UGC), Government of India. The TISS offers a range of professional programs and research degrees at its Mumbai, Tuljapur, Guwahati, and Hyderabad campuses. From its inception, TISS has aimed to be at the cutting edge of education, research, and outreach in human development and public policy. It provides support to government institutions and grassroots organizations and applies academic research and field expertise to develop and assess policies addressing social needs and social welfare. TISS consistently tries to seek solutions to the complex real-world issues that concern people in India, South Asia, and the developing world. In the past decade, the Institute has demonstrated its capacity to understand, learn from and respond to the transformations in the country brought about by the liberalized economy and globalization.

TISS has earned recognition as an institution of repute from different ministries of the central government; various state governments; international agencies such as the United Nations; and the non-government sector, both national and international. A high degree of freedom and autonomy shapes the positive work ethos and creativity in the Institute, facilitating strong linkages between education, research, field action, and dissemination. (<https://tiss.edu/>)

About CETE, TISS:

The Centre of Excellence for Teacher Education (CETE), TISS, formerly known as CEIAR (Centre of Education, Innovation and Action Research) is a collaborative effort of Tata Institute of Social Sciences, TISS, and seeded by the Tata Trusts, with a focus on revitalizing teacher education through research, relevant academic programs, policy advocacy, long term partnerships and collaborations to create a sustainable impact on the learning outcomes for students.

Professional development of Teachers and Teacher Educators is a key objective of CETE to create a transformative Impact in the Education Sector.

Based on research, each teacher in her lifecycle of about 30 years, impacts the lives of at least 3000 students. While it is an acknowledged fact that teachers are an important pillar of the education system, they are also possibly the least focused upon.

The work of centers like the CETE can never be achieved in isolation and the spirit of collaboration is built into the very DNA of its existence.

Our target group of teachers works in government schools across states and all our initiatives have been focused on capacity building for them so that they can provide quality education for the underserved and marginalized youth of the country.

In the current context, we have harnessed the power of technology to build teacher capability in the use of ICT. Also, we are offering multiple courses online free to access for teachers to benefit from through our innovative in-house platform TISSx.

About TISSx:

The Center for Excellence in Teacher Education (CETE) owned and managed, TISSx (<https://www.tissx.tiss.edu/>) is a next-generation digital platform for offering Massive Open Online Courses (MOOCs) and/or Small Private Online Courses (SPOCs).

An extremely relevant and important asset for the Centre which was created with foresight, especially in the current scenario when effective digital learning mechanisms are much needed.

The platform has been critical in ensuring that we can continue our academic program without major disruption.

The platform offers learner-centric, massively scalable learning technology. It supports both online and blended learning models and provides assessment and certification mechanisms.

Demand for platform-based online course offerings is huge today and it is growing day by day. TISSx has been customized using the Open edX (<https://open.edx.org>) enterprise solutions stack. Open edX stands out in comparison with other open-source systems/platforms available because of its readiness for scalable online learning features.

It has a user-friendly web and mobile learner interface. Initially developed by Harvard and MIT, Open edX has been widely adopted by leading universities across the world (<https://edx.org>), has a large user base, and expanding open-source communities that constantly enhance the solutions stack making it extensible and flexible for Customisation.

The TISSx is hosted on Amazon Web Services, a cloud platform. As on Jan 2023, TISSx has 21,000+ user registrations on the platform and 27000+ enrollments in various course offerings.

The TISSx major application setup includes instances such as:

- Learning Management System (LMS): <https://www.tissx.tiss.edu/>
- Content Management System (CMS): <http://studio.tissx.tiss.edu/>
- TISSx Android Application: [Google play store link](#)
- Payment gateway integration: <http://ecom.tissx.tiss.edu/>
- Digital Badgr Integration: <https://badgr.com/>
- Insights (Analytics Instance): <https://insights.tissx.tiss.edu/>
- MiTi Bot (chatBot): <https://github.com/CLlxIndia-Dev/MiTiRobot>

This tender document is for the online course offering platform TISSx (complete suite) Customisation and maintenance requirements, the process, the specifics of the service, and support from the competent bidder for smoother TISSx performance, offerings, and availability to its end users for their learning.

Scope of Work:

- Maintenance
 - This work includes the maintenance of the existing code repository, features, Customisations, and performance of the platform
 - Ongoing support in multiple stages, on a need basis
 - Ensuring the upkeep of the platform and its availability to end users
 - Hosting support and handling on cloud/native (on-campus) data center etc.
 - Customisation
 - Adding new features, flow in the contextual requirements and specifications with properly mapped priorities and execution plan for all the instances listed above, as contextual and required, without affecting the performance.
 - Modifying the existing features, and flow, to achieve the desired outcomes, without affecting the performance of the platform and the standard process flow of the backend stack et al.
 - Integration of third-party services, such as X-Blocks, plugins, payment gateways, digital badges, video conferencing software, new/emerging and relevant technologies for the MOOC platform etc.
 - Upgrades:
 - Timely upgrades of TISSx instance/s including mobile application as per the Open edX stack's latest version/s available, to keep the platform up-to-date in security, performance, features, and usability aspects.
 - Propose Classification of Bug resolution strategies, Response Time, and Resolution Time
- Any raised tickets in the work are classified in accordance with the priority levels defined by the vendor with detailed resolution strategies, including response time and resolution time and other specific details.
- Hosting Management:
 - Managing the hosting platform, structure, process, and recommended setup of the platform on the cloud, in-house data center setup, or hybrid as the best suitable, economical, and optimal utilization of the platform and hosting services.
 - Maintenance Support:
 - During the agreement period the vendor will be responsible for a bi-weekly usage report containing the following
 - Server reports
 - CPU Utilization
 - Disk Read
 - Network In / Out
 - Network Packets In / Out
 - Status check failed count if any
 - Bug report / Status
 - Development, progress and status of the issued work
 - Allocation of highly experienced (min 5 years) resource/s as per the stack and utility upgradation needs

Classification of Errors and Response Times:

Any suspected Error which is reported to vendors point of contact is classified in accordance with the priority levels defined below

PRIORITY 1 (P1) - CRITICAL PRIORITY - A Critical Priority Error renders the portal inoperable, inaccessibility of platform or implemented services to its users, any critical or show-stopper thing/s.

PRIORITY 2 (P2) - HIGH PRIORITY - A High Priority Error substantially degrades the performance and/or causes serious limitations in the use of the portal. Examples of High Priority Errors may include lack of functionality as designed, or workaround(s) provided that are difficult to implement.

PRIORITY 3 (P3) - MEDIUM PRIORITY - A Medium Priority Error has a minor impact on the overall portal use. Examples of Medium Priority Errors may include data content formatting or representation, Inconsistencies, issues that are cosmetic in nature, or minor enhancement requests.

Bidder shall ensure to adhere to the below tickets criticality matrix during service period for timely resolution and response to issue reported in the Production Environment if effects TISSx Business Continuity.

Tickets Criticality Matrix with Response and Resolution Time with Penalty:

Ticket Type	Response Time	Resolution Time	Penalty (INR)
P1 (Critical)	15 Mins	2 Hours	1000/- per Hour
P2 (High)	1 Hour	4 Hours	2000/- per day
P3 (Medium)	2 Hours	12 Hours	1000/- per day

Process to be followed for any modification/change, referred as a CR (Change Request) in the text below:

- CR to be emailed by TISS single point of contact (SPoC) to vendor's SPoC.
- PM replied to the same email with time estimations for each CR.
- All estimations are to be approved by TISS SPoC.
- The vendor will start development only after email approval.
- The vendor to deliver the CR fix and deploy the resolution.

Penalty Clause:

- If the vendor fails to respond to tickets within the specified time frame as per the criticality matrix, penalties will be deducted from the immediate due invoice.
- Any overdue of the agreed work estimates by the vendor will be subject to a cost penalty with hours utilised divided by the monthly cost rate per the final agreement with the vendor.
- If the work doesn't get attended to as per the agreed estimation and/or goes undelivered or missing on resource allocation, the penalties will amplify with delayed number of business days, and will be subtracted from the invoice amount with 50% of the upper cap as applicable.

- Any deviation in either quality or intended outcome of the services, the entire batch of work/tasks stands rejected and needs to be provided without a charge or subject to a cost penalty of up to 50% of the monthly fee payment, per the severity and implications.
- At any stage of the contract if the required and agreed upon resources with skillsets, experience, and combinations are found altered, or unavailable for upto 20 working days, the vendor will be penalized to 50% of the monthly cost every month until appropriate provisioning is made and/or the rates of the services will be reduced drastically as per the non-available resources/skill-set/experience proportionate market rate.
- Any breaches by the vendor in terms of privacy, confidentiality, and security, due to negligence or intentional act, will be penalised financially @ 50% of annual Contract Value and legal actions in compliance with applicable laws and regulations.
- If the vendor causes data loss or corruption due to negligence, they may be required to pay a penalty fee to the client with the cost of data recovery services plus 30% of the monthly maintenance fee per such instance.
- Software uptime is expected to be 99.9%, if deviated/not achieved (exceptions: things beyond the vendor's control), vendor has to pay the penalty fee to the client with 1 day of service credit for every hour of downtime beyond the SLA.
- If the TISSx platform or Mobile App is not available for use beyond 1 hour (exceptions: scheduled maintenance with formal communications and agreed time), for which the vendor is responsible, in such case the vendor may be required to pay a penalty fee to the client with 1 day of service credit for every hour of downtime beyond the SLA.

Important: Bidders are required to Propose Solution Architecture considering and aligned with the overall scope of work in consideration of the following major points:

- Overall support and service provisions
- New development approach and proposed methodology.
- Understanding of requirements specific to TISSx as mentioned in the RFP
- Project Execution Plan & Methodology (Dev, Quality & Production)
- Project management tools to be used, communication plan, support plan

Contract Structure:

- The vendor must have a minimal team combination with the following skill sets as per the TISSx platform technology stack requirements:
 - Backend developer skills with Python, Django, MongoDB, Postgres stack
 - Mobile Application developer
 - Cloud System Manager (specifically AWS)
 - Front Development skills with ReactJS, HTML5, CSS, Bootstrap et al.
 - Team Lead managing team and tasks, and having expertise and experience for above 4 profile skills
- The proper estimation of the task will be provided by the vendor before the task is performed and get it reviewed by and agreed upon from the TISS side.

- Daily and Weekly work development status and progress report to be provided by the vendor.
- The requirement gatherings, task planning/work review meetings, etc will not be part of the work estimation/utilisation.
- Any irregularities in work completion, intended workflow, etc, will have to be covered by the vendor, and the extra payment in such cases will not be provisioned for extra efforts if such cases arise, and penalty clauses may be applicable as mentioned in the RFP document.
- The vendor agrees to provide the latest Source Code, Database, and all kinds of credentials & objects, Copy Right of Customisation/development work.
- The vendor agrees that the IPR (Intellectual Property Rights) of this developed solution is with CETE, TISS only.

Contract Tenure:

- One-year, and the contract can be extended on a yearly basis for up to 2 years with selected vendor subject to service quality, competence, performance, and project needs.
- Termination Clause:
 - The contract can be terminated from either side with formal communication and serving a notice period of a minimum of one month.
 - In case of service termination or end of tenure, the vendor will give proper handover with the involved artifacts, platform code, repository, code, all the controls (if any), process documentation, and handover documentation will be provided in a sufficient time and agree upon manner and form from both sides, before the end of the contract period outside the costing period (if required).

Technical Evaluation: Scoring Model

Sr. No.	Criteria	Score
1	Bidder's Profile, Background	<u>50</u>
1.1.1	Legal Structure: Public Limited Company - (5) Partnership / Private Limited - (3) Proprietary - (1)	5
1.1.2	Overall regular staff strength (Project Management/ Development/ Quality Assurance /Implementation/ Operations): >30 - (5) >10 - 30 - (3) between 5 to 10 - (1) < 5 - (0)	5
1.2.1	Bidder's Financial Capability-I: Annual Turnover (Average of Last 3 FY 2019-20, 20-21, 21-22): > 2 Cr - (5) 1 < AT < 2 Cr - (3) < 1 Cr - (1)	5
1.2.2	Bidder's Financial Capability-II: Profitable in last 3 FY 2019-20, 20-21, 21-22 Yes - (5) No - (0)	5
1.3	Bidder's experience in Open edX stack, Previous experience with a similar setup, EdTech space, and references provided: > 5 Years - (10) Between 3 - 5 Years - (7) Between 1 - 3 Years - (3) Between 0.6 - 1 Year - (1) < 1 Year - (0)	10
1.4	Official Partner of Open edX (Listed on Open edX official website): Partner - (10) Verified Provider - (7) Provider/Listed - (4) Non Listed - (0)	10
1.5	Team Combination as mentioned in the RFP contract structure section for the assignment with CVs, and each resource has experience in Open edX stack as follows:	10

Sr. No.	Criteria	Score																														
	<table><tr><th>Profile</th><th>Max Points</th><th>10+ Years</th><th>7+ Years</th><th>5+ Years</th><th>3+</th></tr><tr><td>Team Lead</td><td>4</td><td>4</td><td>3</td><td>2</td><td>1</td></tr><tr><td>Backend Developer</td><td>3</td><td>3</td><td>3</td><td>2</td><td>1</td></tr><tr><td>Mobile App Developer</td><td>2</td><td>2</td><td>2</td><td>2</td><td>1</td></tr><tr><td>Front-End developer</td><td>1</td><td>1</td><td>1</td><td>1</td><td>1</td></tr></table>	Profile	Max Points	10+ Years	7+ Years	5+ Years	3+	Team Lead	4	4	3	2	1	Backend Developer	3	3	3	2	1	Mobile App Developer	2	2	2	2	1	Front-End developer	1	1	1	1	1	
Profile	Max Points	10+ Years	7+ Years	5+ Years	3+																											
Team Lead	4	4	3	2	1																											
Backend Developer	3	3	3	2	1																											
Mobile App Developer	2	2	2	2	1																											
Front-End developer	1	1	1	1	1																											
2	Presentation and Demonstration	50																														
2.1.1	Understanding the Scope of Work, Project work breakdown Structure, and Demonstrated ability to deliver with service assurance and quality: Most suitable - (10) Good - (7) Average - (5) Low - (3) No - (0)	10																														
2.1.2	Proposed approach and methodology for support and maintenance, new developments, project execution plan & processes (Dev, Quality & Production), project management tools to be used, ticket resolution mechanism with SLAs, communication plan: Most suitable - (10) Good - (7) Average - (5) Low - (3) No - (0)	10																														
2.1.3	A. Specific Work and proficiency: (7) 1. latest stable versions upgrades (1) 2. payment gateway integration including international (1) 3. digital badges integration and customisation (1) 4. mapping courses with programs and modifying flow of certificate/digital badge per the requirement (1) 5. mobile app upgrades aligned with web-version (1) 6. landing page customisation without affecting the platform upgrades, standard flow, performance, maintenance (1) 7. Open edX analytics instance and customisation (1) B. Existing clientales platforms running on Latest stable versions and ably handling without any performance lag per the standard flow (3) C. Experienced and ably managing AWS cloud hosting, knowledge about cost optimisation, recommendations, understanding of alternative hosting options, proficiency in docker enviroment on cloud and bare metal setups etc. (5) Good - (5); Average - (2.5); No - (0)	15																														
2.1.4	Provided feedback helpful for the TISSx suite in terms of process, workflow,	5																														

Sr. No.	Criteria	Score
	new new aspects, emerging needs, trends etc. and willingness to go extra mile to get things done: Good - (5); Average - (2.5); No - (0)	
2.1.5	Demonstrated robustness of the technology, Value addition and differentiators from other bidders: R&D in open edX solution architecture, engagement with emerging technologies for e-learning, contribution to Open edX stack: Good - (5); Average - (2.5); No - (0)	5
2.1.6	Overall suitability, Capability and experience to design, develop, customise, upgrade and host Open edX suite and specifically in context of TISSx: Good - (5); Average - (2.5); No - (0)	5

Evaluation of Bids

Technical Evaluation:

1. Detailed technical evaluation shall be carried out along with other conditions in the tender document to determine the substantial responsiveness of each tender on the basis of the Technical Evaluation-scoring model provided in RFP. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and conditions of the tender without any material deviation.
2. The evaluation committee may call the responsive bidder(s) who comply with all terms and conditions of the tender for discussion and presentation to facilitate and assess their understanding of the scope of work and its execution. The bidder should give a detailed presentation on how their resources, expertise and experience is best suited for TISSx. However, the committee shall have sole discretion to call for discussion/presentation/clarification at any stage.
3. Only those responsive proposals that have achieved at least minimum 50 qualifying score in technical evaluation will be considered further for Financial bid evaluation.

Financial Terms

Maintenance	Duration	Cost per hour in INR + Taxes (A)	Weightage (B)	Cost per hour in INR+ Taxes (A x B)
I: Dedicated 50 hours per month of maintenance and Development	Per Hour Cost		80%	
II: Additional hours beyond the monthly minimal cap (I), for maintenance and Development	Per Hour Cost		20%	
Cost per hour in INR (Inclusive of Taxes) Total				

Note: 80% weightage allocated to Point (I) and 20% weightage allocated to Point (II) above.

- Under this arrangement, TISS will be allocated 50 hours per month, these hours if unused, up to 50 hours to be carried forward to the next month.
- In the next month the carry forwarded hours will be utilised first.
- The hours of utilization will be determined and agreed upon by both sides with proper justification, understanding, and with mutual consensus
- Financial Quote submitted are valid for a period of 120 days from the submission date.

Payment Terms-Bills will be raised on a monthly basis on clarification of invoices (as per the contract structure section) and payment will be made within 45 days of receipt of bills (Hard Copy).

Other billing-related terms remain as per the time-to-time released government norms and policies.

Financial Evaluation:

The Financial Bid of those Bidders who have been found to be technically eligible will be opened. The Financial bids of ineligible bidders will not be opened.

The Financial Bids shall be opened in the presence of representatives of technically eligible Bidders, who may like to be present. TISS will inform the schedule of the opening of the Financial Bid.

Evaluation and Comparison of Bids:

- a. The Technical Evaluation and Financial Evaluation scores secured by each Bidder will be added using weightage of 60% and 40% respectively to compute a Composite Bid Score.
- b. Technical Bid will be assigned a Technical score (Ts) out of a maximum of 100 points, as per the Scoring Model provided in the previous section.
- c. The commercial scores would be normalized on a scale of 100, with the lowest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS-based evaluation, explained in the section below:

Final Evaluation Criteria - Quality and Cost-based selection (QCBS):

The individual Bidder's commercial scores (CS) are normalized as per the formula below:

$F_n = F_{min}/F_b * 100$ (rounded off to 2 decimal places) Where

F_n = Normalized commercial score for the Bidder under consideration

F_b = Absolute financial quote for the Bidder under consideration

F_{min} = Minimum absolute financial quote

Composite Bid Score (S) = $T_s * 0.60 + F_n * 0.40$

The Bidder with the highest Composite Bid Score(S) would be awarded the contract.

Note: In the event the bid composite bid scores are 'tied', the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the contract.

Cost of the Project:

The costs are carefully evaluated as per the project scope, resource requirements, and overall work efforts, which we believe are both competitive and comprehensive

Monthly billing will be kept track on, and should be within the limits drawn on a time-to-time basis, in case exhausted the minimal limit and should be informed at the beginning of the month, based on the work pipelined, estimation, etc in an approx manner.

An exception can be there in cases such as upgradation work, integration of third-party services, critical and unplanned work scenario arises, etc

Assumptions

- CETE, TISS will identify the Tech Head / Project Manager, a single point of contact among its stakeholders for any engagement-related communications and issues.
- Any additional requirement beyond the scope of work described herein would need to be agreed upon in writing by both vendor and CETE, TISS, and may affect the timeline and cost of the engagement.
- Any standards and guidelines to be provided by both entities at the start of the contract.
- CETE, TISS will be responsible for all the required hardware and software licenses required for the implementation, including hosting costs.
- CETE, TISS will provide all the required branding elements (logo, color scheme, etc.) to be followed at the start of the project/work.
- The work should start within one (1) week from the date of contract signing.
- All 3rd party servers/services (like SMS API service, hosting, etc.) will be approved and paid for by CETE, TISS.
- The implementation/functionalities may be subject to platform constraints of the base framework. Workarounds would be analyzed and implemented in such cases as the best suitable approach.

Location of Work

Onsite or Remote. Regular and need-based meetings will be part of the daily routine during the entire contract period.

General Terms

- The vendor must be registered and apply from the government of India's official portal <https://www.tenderwizard.com/TISS>
- The vendor shall be a legal entity as per the GOI regulations and laws of the land registered as Private Limited, LLP.
- The vendor must be a registered firm, the entity with 5+ years of experience in Open edX platform development, and maintenance work.
- Should enclose Work Completion Certificates of a minimum of two customers in India to authenticate their claim.
- The vendor needs to be a Certified Open edX Partner (Valid proof of "Certified Open edX Partner to be submitted). And listed on the Open edX portal in official partners/vendors at <https://openedx.org/marketplace-category/open-edx-installation-and-hosting/>
- Other documents required to clear PQ criteria, vendors have to submit signed and stamped scanned copies of
 - PAN
 - GSTIN (GST Registration),
 - Payment receipt for EMD OR UDYAM/NSIC/Exemption certificate
- Rejection of Tender (s):
 - CETE, TISS reserves the right to reject any or all the bids either in part or complete relating to the work under this Tender Document without any reason whatsoever. CETE, TISS reserves the right to accept or reject any or all tenders it receives without

assigning any reason whatsoever. CETE, TISS may also withdraw or cancel the tender in part or whole in the e-procurement portal and malfunction of the system at the vendor's end or not received in the portal by the stipulated date and time.

- Conditional Bids:
 - Conditional bids or Bids based on the process / basic schemes other than those mentioned and/or not conforming to the technical specifications/requirements of the Bidding documents will not be considered.
- Assignment and subcontracting:
 - The successful bidder shall not assign, sub-contract, or sublet the whole or any part of the contract in any manner. In case of unavoidable circumstances, the successful bidder shall be able to do it with the approval of CETE, TISS. However, the job shall be sublet only to the party approved by CETE, and TISS officials.
- The bidder should be uploaded scan copies of the Turnover Certificate of the last three financial years as on 31st March 2022. (Single page Certificate from Chartered Accountant should be enclosed).
- IT Returns Copies with Balance Sheet
- Work Completion and Ongoing Work certificate
- Integrity Pact:
 - The bidder is required to enter into an Integrity Pact with TISS. For this, the bidder shall submit the original signed, stamped, and notarized Integrity Pact in Cover 1, failing which, the Proposal submitted by the concerned bidder will be summarily rejected. The format for the Integrity Pact is provided in **Annexure 1**.
- Force Majeure:
 - If the whole of any part of the performance by the Parties of any part of their respective obligations hereunder is prevented or delayed by causes, circumstances, or events beyond the control of the Parties including delays but not limited due to pandemics, floods, fires, accidents, pandemic, epidemics, earthquakes, riots, explosions, wars, hostilities, acts of government, custom barriers, or other causes of like character beyond the control of the Parties, then to the extent, the Parties shall be prevented or delayed from performing all or any part of its obligations hereunder by reason thereof despite due diligence and reasonable efforts to do so notwithstanding such causes, circumstances or events, the Parties shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance. Any extension of time if permitted shall not be subjected to any additional cost implications toward CETE, TISS. The successful bidder agrees to meet his obligation under contract for the amount agreed.
- **Note:** Only those bids that meet the above-mentioned minimum criteria will be considered for evaluation of technical and price bids.

Important: All the Annexures have to be duly filled by the bidders while submitting the tenders.

Annexure 1 : Format for Integrity Pact

This Integrity Pact is entered into by and between TISS, having its office located at Deonar, Mumbai-400088, which expression shall, unless excluded by or repugnant to the context, deemed to include its successor/s in office or assign) of the First Part;

AND

_____, Name of the Bidder (incorporated under the Companies Act, 1956/ or registered with any other authority or Individual Name- as may be appropriate), having its registered office at _____ (hereinafter referred to as “bidder” which expression shall, unless the context otherwise requires, include its permitted successors and assigns) of the Second Part.

Preamble

TISS intends to award, under laid down organizational procedures, contract for certain data centre turnkey solutions through an open tender process and has issued RFP bearing number _____. TISS values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its bidder(s).

Section 1 – Commitments of TISS

- a) TISS commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - i) No employee of TISS, personally or through family members, will in connection with the RFP for, or the execution of the Agreement, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - ii) TISS will, during this tender process, treat all bidder(s) with equity and reason. TISS will in particular, before and during this tender process, provide to all bidders the same information and will not provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in relation to this tender process or the Agreement execution.
 - iii) TISS will exclude from the process all known prejudiced persons.
- b) If TISS obtains information on the conduct of any of its officers /employees which is a criminal offense under the Indian Penal Code 1860 and/or Prevention of Corruption Act 1988, or if there be a substantive suspicion in this regard, TISS will initiate disciplinary actions and take legal recourse as it considers necessary.

Section 2 – Commitments of the bidder

- a) The bidder commits to take all measures necessary to prevent corruption. It commits itself to observe the following principles during its participation in this tender process and during the Agreement execution.
- b) The bidder will not, directly or through any other persons or firm or by any other means, offer a promise or give to any of TISS employees involved in this tender process or the execution of the Agreement or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during this tender process or during the execution of the Agreement.
- c) The bidder will not enter with other bidder(s) into any undisclosed agreement or understanding, whether formal or informal.
- d) The bidder will not commit any offence under the Indian Penal Code 1860 and/or Prevention of Corruption Act 1988; further, the bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by TISS as part of the relationship, regarding plans, technical proposals and confidential details, including information contained or transmitted electronically.
- e) The bidder will, when presenting its bid, disclose any and all payments it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with this tendering process or the award of Agreement under this tendering process.
- f) The bidder will not, directly or through any other person or firm or by any other means, approach any Government officials, ministers, political persons public servants, or any external agencies in an effort to influence the bidding decision-making process or to attain any undue favour to the bidder.
- g) The bidder shall exclude, from this tender process or execution of the Agreement, all known prejudiced persons including those employees/directors/management representatives of the bidder who have family relationships with the employees or officers of TISS.
- h) The bidder will not indulge in any corrupt, fraudulent, coercive undesirable or restrictive practice in the tender process or the execution of the Agreement.
- i) The bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from the tender process and exclusion from future Contracts

If the bidder, during the tender process or before award or during the execution of the Agreement has committed a transgression through a violation of Section 2 above, or in any other form, such as to put his reliability or credibility in question, TISS is entitled to disqualify the bidder from this tender process or decide not to award the work or terminate the awarded Agreement or blacklist the bidder.

Section 4 – Compensation for Damages

- a) If TISS has disqualified the bidder from this tender process prior to the award according to Section 3, TISS is entitled to forfeit the Earnest Money Deposit/ Bid Security deposited by the bidder.
- b) If TISS has terminated the Agreement according to Section 3, or if TISS is entitled to terminate the Agreement according to Section 3, TISS shall be entitled to demand and recover from the bidder the amount equivalent to Security Deposit / Performance Bank Guarantee in addition to any other penalties/ recoveries as per terms and conditions of the Agreement.

Section 5 – Previous Transgression

- a) The bidder declares that no previous transgressions occurred in the last three years with any other Central Government / State Government or Central PSU entity in India or any entity in any other country conforming to the anti-corruption approach that could justify bidder's exclusion from this tender process.
- b) If the bidder makes an incorrect statement on this subject or hides any material information, TISS is entitled to disqualify the bidder from this tender process as per the terms and conditions mentioned in this RFP.

Section 6 – Equal treatment of all bidders

- a) TISS will enter into individual Integrity Pacts with identical conditions as this one with all the successful bidders selected under Category A or B or C.
- b) Only if the bidder has entered into this Integrity Pact with TISS, the bidder shall be eligible to participate in this tender process or execution of the Agreement.
- c) TISS will have the right to disqualify the bidder from this tender process if the bidder does not get this Integrity Pact from the bidder's authorized signatory or violate any of its provisions.

Section 7 – Criminal charges against violation by the bidder

If TISS obtains knowledge of the conduct of the bidder, or of an employee or a representative or an associate of the bidder which constitutes corruption, or if TISS has substantive suspicion in this regard, TISS will initiate appropriate civil and /or criminal actions as it deems necessary.

Section 8 – Other provisions

- a) This Integrity Pact is subject to Indian Law, place of performance and jurisdiction is the Office of TISS first above written, i.e. Mumbai.
- b) Changes and supplements to this Integrity Pact, as well as termination notices need to be made in writing. Parties acknowledge that side agreements have not been made.

c) Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the Parties will strive to come to an agreement to their original intentions.

For & On Behalf of TISS (Official Seal) Signature:	For & On Behalf of (Bidder Name) (Official Seal) Signature:
Name: _____ Designation Place: _____	Name: _____ Designation Place: _____
Witness: (Signature) Name & Address	Witness: (Signature) Name & Address

Annexure 2 : Pre-Qualification Bid Covering Letter

On company letterhead

To,
Registrar,
TISS

Subject: Submission of the Pre-Qualification & Technical bid for “TISSx platform maintenance and Customisation to CETE, TISS”

Dear Madam/Sir,

We, the undersigned, offer to provide TISSx platform maintenance and Customisation to CETE, TISS with reference to your Request for Proposal dated _____ and our Bid as attached herewith. We are hereby submitting our Pre-qualification & Technical bid.

We hereby declare that all the information and statements made in this Pre-qualification & Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to abide by all the terms and conditions of the RFP document issued by TISS in this regard.

We would hold the terms of our bid valid for the number of days as stipulated in the RFP document.
Yours sincerely,

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

Annexure 3 : Bidder Profile

S. No.	Item	Bidder's Response
1.	Name & Address of Bidder:	
1.	Telephone No. /Fax No. / Email Address:	
2.	Legal Status	• Proprietary /Partnership • Trust • Limited Company or Corporation • Government Company /PSU
3.	Particulars of Registration with various Government bodies & Statutory Tax Authorities (attach attested photocopy)	Year Established: Registration Number: Organization / Place of registration Page Number where Scan of Registration attached __

4.	Name & Designation of Authorized Person	
5.	Contact Person for purposes of the Bid Document:	Contact Name _____ Address: Mobile: Telephone: Email Address:
6.	Brief Description of the Organization	
7.	Name and titles of Directors & Officers with a designation to be concerned with this work	
8.	Were you or your company ever required to suspend the work for a period of more than six months continuously after you commenced the work? If so, give the name of the project and reasons for not completing the work.	
9.	Have you or your constituent partner(s) ever left the work awarded to you incomplete? If so, give the name of the project and reasons for not completing the work	

10.	Have you or your constituent partner(s) been debarred/blacklisted for tendering in any organization at any time? If so, give details.	
11.	Area of specialization and Interest	
12.	Any other information considered necessary but not included above.	

-Sd-

Annexure 4: Pre-Qualification & Technical Criteria

Bidder is requested to fill in details under Column 3 only, leaving Column 4 blank for evaluation purposes.

Where Column 3 requires documentation support, Bidder may input page number reference to the relevant part of the submission by the Bidder.

Sr. No. (1)	Criteria (2)	Details (3)
Profile, Financials, Technicals		
1.	Legal Structure	• Proprietary • Partnership / Private Limited • Public Limited Company • Scan of Registration document at Page No. _____
2.	Overall regular staff strength (Project Management / Development / Quality Assurance / Implementation/ Operations)	• = 5 - 10 • >10 - 30 • >30 Annexure 7 at Page No. ____
3.	Bidder's Financial Capability	Annual Turnover (Average of Last 3 FY 2019-20, 20-21, 21-22) • < 1 Cr • 1 < AT < 2 Cr • > 2 Cr Profitable in last 3 FY 2019-20, 20-21, 21-22 Annexure 5 at Page No. ____ Other Details, if any : Page No. ____
4	Bidders Profile, Payment Terms	Annexure 3 at Page No. ____ Financial Proposal Offered and overall structure and clarity

Sr. No. (1)	Criteria (2)	Details (3)
5	Bidder's experience in Open edX stack, Previous experience with a similar setup, EdTech space, and references provided	Details regarding the Scope of Work, enabling TISS to evaluate Understanding of the Bidder at Page No. _____
6	Bidders' overall proficiency, support mechanism, team combination, profiles, and experience, skill sets	with the supplementary document on Page No. _____
7	Solution Architecture	with the supplementary document on Page No. _____
8	Presentation and Demonstration	with the supplementary document on Page No. _____

Annexure 5 : Financial Information

Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last 3 (three) years and certified by the Chartered Accountant, as submitted by the Bidder to the Income-Tax Department (copies to be attached).

S. No.	Details	(1) 2021- 22	(2) 2020-21	(3) 2019-2 0	(4) 2018-1 9	(5) 2017-18
i)	Gross annual turnover similar works.					
ii)	Profit/Loss					

- Up-to-date Income Tax Clearance Certificate.

Note: Attach / Upload additional sheets and scan copies, if necessary.

(Signature of Bidder)

Annexure 6 : List of projects completed

[Comment: Why seek this information, not part of scoring model]

Mention the projects completed, in-progress of Open edX based learning platform

Sr.	Project and location	Name of Client with address	Name and Contact No. of contact person Project	Cost in INR	Duration of the project

Please provide supporting documents.

Annexure 7 : Technical and Administrative Personnel

Table A : Organization Strength

Sr No	Designation	Total number of employees in that category	Number available for this work

Table B: Team for this Project:

Sr No	Name	Qualification	Professional experience and details of work carried out	In what capacity they would be involved in this project	Remarks

Annexure 8 : Technical Bid Criteria

Technical Proposal with compliance table filled

Along with **Annexure 8**, Bidder is required to provide:

A write up regarding their Understanding of Scope

The Bidder shall provide a write-up explaining its understanding of the scope of work in providing a solution for TISSx maintenance and development. In this Write-Up / Note, the Bidder will mention and include a discussion of any tangential issues that may arise in carrying out the scope of work, and its assessment of the existing and required solutions, and processes in order to address the scope of work laid out in the RfP.