**Tender for Development of Learning Management System (LMS) and**

**Creation of Digital Content**

**for**

**Maharashtra State Faculty Development Authority**



**Maharashtra State
Faculty Development Academy**

# Table of Contents

## ABBREVIATIONS & DEFINITIONS

| | |
|---|---|
| CAMC | Comprehensive Annual Maintenance Contract |
| CMM | Capability Maturity Model |
| DB | Database |
| DR | Disaster Recovery |
| ED, MSFDA | Executive Director, Maharashtra State Faculty Development Academy |
| EMD | Earnest Money Deposit |
| FDS | Functional Design Specifications |
| FY | Financial Year |
| GST | Goods & Services Tax |
| GSTN | GST Number |
| HEI | Higher Educational Institutions |
| HLD | High Level Documents |
| HR | Human Resources |
| ID | Identification |
| INR | Indian Rupees |
| ISO | International Organisation for Standardisation |
| ISP | Internet Service Provider |
| IT | Information Technology |
| KPI | Key Performance Indicators |
| LAMP | Lamp. Apache, mySQL, PHP stack |
| LDAP | Lightweight Directory Access Protocol |
| LLD | Low Level Documents |
| LMS | Learning Management System |
| MCQ | Multiple Choice Questions |
| MEITY | Ministry of Electronics & Information Technology |
| MIS | Management Information System |
| MOOC | Massive Online Open Courses |
| MSFDA | Maharashtra State Faculty Development Academy |
| MSME | Micro & Small Medium Enterprises |
| NEP | National Education Policy |
| OEM | Original Equipment Manufacturer |
| OTP | One Time Password |
| PAN | Permanent Account Number |
| PBG | Performance Bank Guarantee |
| PKI | Public Key Infrastructure |
| PO | Purchase Order |
| QCBS | Quality and Cost Based Selection |
| QMS | Quality Management System |

| | |
|---|---|
| RFP | Request for Proposal |
| SDD | Software Design Document |
| SEI | Software Engineering Institute |
| SI | System Integrator |
| SLA | Service Level Agreement |
| SMS | Short Messaging Service |
| SRS | Software Requirements Specifications |
| SSL | Secure Sockets Layer |
| STQC | Standardisation, Testing & Quality Certification |
| TSP | Telecom Service Provider |
| UAT | User Acceptance Testing |
| UPI | Unified Payments Interface |
| URL | Uniform Resouce Locator |
| USP | Unique Selling Proposition |
| WCAG | Web Content Accessibility Guidelines |
| WCMS | Web Content Management System |
| XML | Extensible Markup Language |

The word "bidder" may be variously described as agency / SI (System Integrator) / contractor / service provider / vendor / tenderer in the document.

# 1 TENDER NOTICE

## 1.1 Schedule

| Sr. No. | Details | Information |
|---------|---------|-------------|
| 1. | Mode of submission of bids | Open tender to be submitted online on www.mahatenders.gov.in |
| 2. | Date of publication of tender | 09/05/2025 |
| 3. | Last date of submission of pre-bid queries | 14/05/2025 <br><br>(Pre-bid queries to be submitted only through email & in excel format given in Annexure) |
| 4. | Date of pre-Bid Meeting | 16/05/2025 (offline/online) |
| 5. | Tender Fee & Earnest Money Deposit (EMD) (In INR) to be paid online | Cost of Tender Document: Rs 20000 <br><br>Earnest Money Deposit (EMD) – Rs. 2,00,000/- |
| 6. | Last date/Time for Submission of bids | 29/05/2025 upto 17:00 hrs |
| 7. | Last date/Timing for submission of Tender Fee and EMD | 29/05/2025 upto 17:00 hrs |
| 8. | Date of Bid Opening (Technical Bid) | 30/05/2025 |
| 9. | Date/Time for opening of financial bid | To be informed later |
| 10. | Bid submission address | Bids should be submitted online at <br><br>www.mahatenders.gov.in |

## 1.2 Downloading Tender Documents

Tender documents will be available on the website upto the date and time as shown above. Tenderers who wish to participate in this tender shall have to register on the website www.mahatenders.gov.in

## 1.3 Online Submission of Tender

1. Payment of tender fee, tender document downloading, EMD, preparation of bids & submission of bids can be done online on www.mahatenders.gov.in
2. No written or online request in this regard shall be entertained. Tenderers shall submit their tender in electronic format only on above mentioned website and prior to the date and time mentioned above. Tender documents in any other form including in physical form shall not be accepted and the same shall be accepted in the electronic format.
3. A scan copy of all details as required shall be uploaded in electronic format only. During the opening of online technical bid if it is found that above details as mentioned are not submitted in electronic format, tenders of such tenderer shall not be considered.
4. The tender document comprises of two tenders i.e. (i) Technical bid and (ii) Commercial bid.

## 1.4 Submission of Tender Fees & EMD

Tender Fees (Non-refundable) shall be paid online on the eTendering website. The EMD shall be paid online on the eTendering website as per the norms.

## 1.5 Pre-bid meeting

A Pre-bid meeting will be held as per the published schedule for any clarifications/queries. Pre-bid queries to be submitted only through email & in excel format given in Annexure III on administration@msfda.ac.in before 14/05/2025.

## 1.6 Tender Opening

1. Technical tenders shall be first opened online on as per the published schedule on the etendering website.
2. Technical bid shall be evaluated as per procedures mentioned in the tender documents. The decision of the committee on evaluation of the bids shall be final and binding to every tenderer.
3. Commercial bid of only qualified tenderers whose technical bids are qualified shall be opened.
4. The tender document fees for online tender document shall not be refunded under any circumstances.
5. Tenders without tender fees, EMD and which do not fulfill all or any of the conditions of tender document shall be rejected outright. Tender with incomplete details in any aspect shall also be rejected.
6. Conditional tender shall not be accepted.
7. This tender notice shall form a part of the tender document.
8. The tenderers are advised to read carefully all the Instructions and conditions stipulated in the tender documents.
9. MSFDA reserves the rights to reject any or all tenders without assigning any reason thereof.
10. Tenderers are bound by the latest Government rules, regulations, standards & guidelines being issued from time to time.

11. Any kinds of amendments/corrigenda shall be published only online and shall be final and binding to all tenderers.

## 2 INTRODUCTION

### 2.1 About MSFDA

The Department of Higher and Technical Education has established Maharashtra State Faculty Development Academy, a section 8 company for faculty training in Maharashtra to impart comprehensive training, for instilling professionalism, competence and deep commitment in every teacher in the field of Higher & Technical Education in the State.

According to the All India Survey on Higher Education (AISHE) 2021–22, Maharashtra possesses a robust higher education ecosystem with 63 universities and 4,692 colleges, making it one of the most extensive academic networks in the country. These institutions collectively engage approximately 1.25 lakh faculty members. In alignment with its vision to promote continuous professional development, the Maharashtra State Faculty Development Academy (MSFDA) envisions that each faculty member will undertake at least two structured Faculty Development Programs (FDPs) annually. Consequently, the proposed Learning Management System (LMS) must be capable of supporting a minimum of 5,000 to 7,000 active users per year, with provisions for future scalability to accommodate increased user participation.

Bidders are advised to carefully read through and acquaint themselves well with the charter of activities carried out by MSFDA.

#### 2.1.1 About MSFDA

1. The Government of Maharashtra has established Maharashtra State Faculty Development Academy (MSFDA) under Section 8 of Companies Act, 2013 to impart training to the faculty of Higher and Technical Education Institutions of Maharashtra.
2. The Vision of MSFDA is "Transforming higher educational landscape, through continuous professional development of teachers in Higher Education Institutes (HEIs) of Maharashtra".
3. The National Education Policy (NEP) 2020 specifies:

   1. *"13.1 - The most important factor in the success of higher education institutions is the quality and engagement of its faculty."*

   2. *"15.1.1 - Teacher education is vital in creating a pool of teachers that will shape the next generation. Teacher preparation is an activity that requires multidisciplinary perspectives and knowledge, formation of dispositions and values, and development of practice under the best mentors. Teachers must be grounded in Indian values, languages, knowledge, ethos, and traditions including tribal traditions, while also being well-versed in the latest advances in education and pedagogy."*

4. MSFDA is in a unique position to influence reforms in the higher education as envisaged by the NEP 2020 by engaging with and motivating the faculty. The focus of trainings and the USP of MSFDA is development of holistic learning and overall development as a human being. This will be critical for societal change.

## 2.1.2 USP and Approach of MSFDA

1. MSFDA will focus on training, incorporating the following key principles and approaches emanating from NEP 2020.

   i) **Experiential learning, creativity and innovation:** The faculty will be encouraged to adopt pedagogies that promote discovery, questioning and experiential learning by the students. This approach, which is also being focused in school education, will enable development of creative individuals who are intelligent, confident, sensitive and are able to address problems.

   ii) **Learning beyond knowledge:** Besides academic excellence and knowledge of latest advancement in respective disciplines, the trainings will underline that the purpose of higher education is much beyond accumulation of knowledge and employability. Knowledge can lead to intelligence, but by itself is not intelligence. The educators will be nudged towards appreciating this fact, so that they assume the right roles within the overarching purpose of 'learning'. The HEIs will be encouraged to promote a congenial learning environment, which is free from fear and promotes critical thinking, discussion and co- learning among teachers and students.

   iii) **Multidisciplinary Education:** A multidisciplinary approach will promoted. The HEIs will be encouraged to recognize and promote creative arts at par with science and management subjects. Also, the training will promote integration with vocational education as envisaged in the NEP 2020 and work towards correcting the social status hierarchy associated with vocational education.

   iv) **Scientific and rational thinking:** The NEP 2020 envisions discovery-based style of learning with emphasis on scientific method and critical thinking. Article 51 of the Constitution *inter alia* mentions that it shall be the fundamental duty of every citizen to develop scientific temper, humanism and spirit of enquiry and reform. MSFDA will promote training which is focused on rational thinking.

   v) **Networking with practitioners, expert institutions, HEIs:** Recognizing the strength and importance of experiential and hands-on learning, the MSFDA will work as a collaborative institute that will not only provide training to faculty, but will also serve as facilitative platform to connect the HEIs with best practicing individuals, practitioners, institutions, and resources.

vi) **Diversity and inclusion:** The NEP 2020 has identified limited access and limited teaching in local language as a constraint to achieving the purpose of higher education. It envisions increased access, equity and inclusion in higher education by creating greater opportunities. The MSFDA will promote diversity and inclusion as a non-negotiable fundamental principal in all aspects of higher education. The training accordingly, will focus on sensitizing faculty towards this aspect and skilling them with comprehensive understanding of diversity and inclusion and also providing them with appropriate frameworks to implement in their respective institutions.

### 2.1.3 Centres of MSFDA

1. There are Six Centres of Excellence in MSFDA to carry out trainings/work in their respective areas.  The six Centres are:

   i) **Centre for Multi-disciplinary Curriculum & Pedagogy**: This Centre will carry out trainings in learning opportunities with a multi-disciplinary approach. In line with the NEP, 2020, the Centre will enable institutions and faculty to provide open, creative, and critical learning opportunities by inter-connecting various streams of arts and science. It will plan and execute trainings and modules in multi-disciplinary curriculum & pedagogy and build capacity of the faculty and institutions to be able to conduct such courses and adopt such pedagogy in their institution. The Centre will focus on development and promotion of creative IT based tools to promote experiential learning as part of pedagogy.

   ii) **Centre for Leadership Development**: This Centre will focus on training of senior faculty of HEIs who are in leadership positions or are likely to assume leadership positions. The various aspects of NEP, 2020 will be discussed with them and they will be motivated to translate the policy feature into actuality within their institutions. Modules on ethical leadership will be held in collaboration with expert organizations. The Centre will also work towards development of leadership traits in students.

   iii) **Centre for Inclusion & Diversity:** The Centre will sensitize the faculty, students and HEIs to equity and inclusion as a non-negotiable value. It will operate as a cross-cutting theme and design and plan training programmes to encourage HEIs to build a conducive environment for students from diverse backgrounds to be able to access and enroll in their courses. It will also network with specialized organisations/individuals to enrich the trainings in this field.

   iv) **Centre for Innovation & Cutting-edge Technology**: The Centre will foster innovation culture in HEIs. It will develop tools and methodologies to nurture innovation, incubation and entrepreneurial ecosystem and impart trainings in this field. It will focus on research and analysis and strengthen the participant's understanding as an entrepreneur, leader and/or explorer in new fields and ideas. It will also focus on contemporary development in the various subject domains. In

the disruptive age the shelf life of skills is reduced drastically. The Centre will develop creative interventions to impart future ready skills for bridging the skill gap.

v) **Centre for Resources**: The Centre will be developed as a studio hosting a library, an audio-visual room, a performance space with required technical and other resources and provision for regular updating of resources like books, journals, periodicals, films, audio files, etc. It will endeavor to become a one-stop Centre for information pertaining to best online/offline resources. It will tie up and compile the existing resources/ online platforms for guidance of trainees/students who will visit the Centre. It will be an active space that will hosts events, debates/discussions, shows, film screenings, musicals, readings, exhibitions etc. for not only the faculty but also the students, thus also becoming a hub for traditional, modern, digital and other forms of creative expression.

vi) **Centre for Evaluation and Assessment**: The Centre is aimed at complementing and enhancing the working of other Centres and to build capacities in the system for higher quality in assessment and evaluation. The objectives of this Centre will be to develop and promote understanding of graduate competency and learning objective frameworks for different domains of knowledge (including skills, values and practice) to guide and to provide different learning experiences – theoretical knowledge, field based experiences, lab, etc; also develop faculty capacity to improve quality of assessment and type of assessment task, innovate assessment methodologies To develop ability to enhance validity and reliability of assessment and ensure that assessment addresses inclusion effectively. In addition, the Centre shall carry out designing pre- and post-enrolment surveys to gather data on indicators of success, to conduct sample-based assessments to gauge and monitor quality of student learning and satisfaction. And use data from existing assessment and evaluation to improve curriculum and review social goals of higher education (including equity, inclusion).

## 2.2 Purpose of the Request For Proposal (RFP)

The Maharashtra State Faculty Development Academy (MSFDA) is seeking proposals from qualified vendors for the development of a Learning Management System (LMS) and the creation of digital learning content to support faculty development programs. The LMS will serve as a centralized platform for delivering asynchronous, while the content will be designed to enhance faculty members' professional growth in higher education institutions across Maharashtra.

# 3 INSTRUCTIONS TO BIDDERS

## 3.1 Prequalification

The following table lists the pre-qualification criteria for the bidders. It is expected that the bidder shall furnish necessary documentation in support of every point mentioned in the table.

| Sr. No. | Condition | Documents Required |
|---|---|---|
| **A.** | **Bidder Qualifications** | |
| A.1. | a. The Bidder shall be a single entity registered under the Companies Act or Partnership Act in India.<br>b. The Bidder shall be in operation in India for a period of at least three (3) years ending the last date of the month previous to the publication of the tender. | Copy of Certificate of Incorporation or equivalent; Pan Card; GST Registration; Memorandum and Articles of Association; a board resolution OR power of attorney in the name of the person executing the bid, authorizing the signatory. |
| A.2. | The bidder should be in the business of design & development of Learning Management System (LMS) and the creation of digital learning content for at least three (3) years ending the last date of the month previous to the publication of the tender. | Purchase orders and completion certificates of projects, over the past three years. |
| A.3. | The average annual turnover of bidder should be **at least Rs. 1 crores** from the relevant area of business, during the last three consecutive financial years. (I.e. 2022-23, 2023-24, 2024-25).<br><br>Relevant area of business shall mean<br><br>"Supply and implementation of e-learning solutions/LMS/Digital Content " | Audited balance sheets and profit and loss accounts shall be submitted for the corresponding three years.<br><br>Certification from a statutory auditor, duly stamped and signed regarding the turnover being from the relevant |

| Sr. No. | Condition | Documents Required |
|---|---|---|
| | | area of business shall be submitted. In case the audited financial results are not available for 2024-25, the audited financial results for the previous three consecutive year (2021-22, 2022-23, 2023-24) shall be considered. |
| A.4. | The bidder shall have a positive net worth in each of the previous three financial years | Auditor's certificate |
| A.5. | The bidder, its subsidiaries, its sister companies, or its OEM partners shall not be under a declaration of ineligibility issued by any state/central government department or undertaking, within India. | A self-declaration to this effect shall be submitted. Details of all projects under arbitration shall be submitted. Format is provided in Annexure |
| A.6. | The bidder shall possess ISO 9001 certification and ISO 27001 certification, valid for at least six months beyond the date of submission of the tender | Copy of certificate |
| A.7 | The bidder shall possess a SEI CMM Level 3 certificate valid for at least six months beyond the date of submission of the tender | Copy of certificate |
| **B.** | **Bidder Work Experience** | |
| B.1. | The bidder should have designed, developed, and maintained a Learning Management System (LMS) and created digital learning content for a training or educational institution, with a project value of at least Rs. 50 lakhs through a single order within the last five years. | Purchase orders, work completion certificates and client contact details. |
| B.2 | The bidder shall have at least 20 personnel on its rolls with skills pertaining to web technologies. | PF ECR files submitted to EPFO, which detail monthly contributions along with employee |

| Sr. No. | Condition | Documents Required |
|---------|-----------|--------------------|
|         |           | count and List of personnel & their CVs self-certified by the HR department of the company |

## 3.2 Pre-Bid Meeting

1. Voluntary Pre-bid meeting will be organized as per the schedule mentioned in the Section 1 of this document. During the pre-bid meeting, salient features of the tender will be informed and techno-commercial clarifications pertaining to the tender will be answered.

2. However, participation in the pre-bid meeting is optional to the Bidders, and non-participation in the Pre-bid meeting will not be construed as likely non-participation of the Bidder in the tender.

3. It is mandatory for bidders to send their pre-bid meeting participation request with attendees' names to MSFDA on the email address(es) mentioned, at least 2 working days prior to the meeting. The link for the online pre-bid meeting shall be shared only to those who have sent the pre-bid meeting participation request. A maximum of 2 representatives per bidder may participate in the pre-bid meeting.

4. The language of communication for the pre-bid meeting shall be English & Marathi. However, the minutes & the clarifications shall be made in English language only. All the issues & discussion happened during the meeting shall be noted & properly addressed while issuing the clarifications.

5. All pre-bid queries sought to be answered at the pre-bid meeting must be sent by email to the email addresses mentioned in Section 3.4 as per the published schedule.

6. The minutes of the pre-bid meeting & MSFDA clarifications on the queries raised during the meeting will be posted on the e-Procurement website.

7. The pre-bid queries should be submitted only in MS Excel format (included in this tender document), along with relevant justification, and with name and details of the organisation submitting the queries.

8. MSFDA shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by MSFDA.

9. Bidders must submit their queries as per the format mentioned in the Annexure

10. MSFDA shall formally respond to the pre-bid queries after the pre-bid meeting. No further clarifications shall be entertained after the date and time of submission of queries.

11. MSFDA shall endeavour to provide timely response to all queries. However, MSFDA makes no representation or warranty as to the completeness or accuracy of any response

made in good faith. MSFDA does not undertake to answer all the queries that have been posed by the bidders.

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

13. Any corrigendum/notification/addendum issued by MSFDA, after issue of RFP, shall only be available/hosted on the website URL mentioned in the Schedule of Bidding Process. Any such corrigendum/notification/addendum shall be deemed to be incorporated into this RFP.

## 3.3   **Bidder commitment**

1. Proposals submitted in response to this invitation will be considered as a contractually binding undertaking on the part of the Bidder, should the Bidder's proposal be found acceptable to the Executive Director (ED), MSFDA.

2. All materials received by ED, MSFDA as a result of this Bid become the property of ED, MSFDA and are not returnable. ED, MSFDA accepts no financial responsibility for any cost incurred by any Bidder in responding to this Bid. Regardless of the Bidder being selected or not, ED, MSFDA reserves the right to use any information presented in the Bid to ED, MSFDA's requirement.

3. Proposals submitted in response hereto should not be construed as an obligation on the part of ED, MSFDA to award the Order for any or all items/services or a combination of services or items.

4. The bids submitted by the Bidders should be clear & unambiguous. Non specification of the Make & Model of the product/s offered as a part of the proposed solution OR specifying multiple brands shall be treated as an intentional ambiguity kept with the malafide intention of post-award changes & shall be considered non-responsive.

5. The bidder shall propose the system architecture complying with the functional specifications mentioned in this tender document. The supplied bill of materials is indicative and may change based on the recommended system architecture of the OEMs.

## 3.4   **Contact Details**

All general / technical / pre-bid queries in connection with the tender process including submission of EMD / copies of documents in connection with credentials etc. shall be directed to the following email:

The General Manager, MSFDA, Pune
administration@msfda.ac.in

### 3.5 Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and ED, MSFDA in no case, will be responsible or liable for these costs, regardless of conduct or outcome of the bidding process.

### 3.6 Bidding Document

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

### 3.7 Amendment of Bidding Documents

1.  At any time prior to the timeline for submission of bids, this office may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective Bidder, modify, change, incorporate or delete certain conditions in the bidding document or issue additional data to clarify an interpretation of the provision of this RFP by issuing supplements to this RFP. Any such supplement shall be deemed to be incorporated by this reference into this RFP.
2.  All prospective Bidders who have received the bidding documents will be notified of the amendment in writing and will be binding on them.
3.  In order to allow prospective Bidders reasonable time to take into consideration the amendments while preparing their bids, ED, MSFDA, at his discretion, may extend the timeline for the submission of bids.

### 3.8 Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and MSFDA shall only be in English language.

### 3.9 Bid Currency

Prices shall be quoted in Indian Rupees only.

### 3.10 Eligibility Documents

1.  The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of Services, which the Bidder proposes to provide services under the contract.
2.  The documentary evidence of conformity of Services to the bidding documents may be in the form of literature, drawing and data, and shall consist of a detailed description of the essential technical and performance characteristics of end products.
3.  The Bidder shall note that standards for workmanship, material and equipment, and references to international brand names or catalogue numbers designated by MSFDA in its Technical Specifications are intended to be descriptive only and not restrictive.

4. It is mandatory for the bidders to furnish the Manufacturer's Authorization Form mentioned in the Annexure of this document for all the hardware and the software proposed for this tender.

## 3.11 Earnest Money Deposit

1. The Earnest Money Deposit shall be in the form of an online transfer (through the etendering site of MSFDA). Bid security in any other form will not be accepted.
2. Unsuccessful Bidder's EARNEST MONEY DEPOSIT will be discharged / refunded as promptly as possible. The successful Bidder's EARNEST MONEY DEPOSIT will be discharged only after the completion of the contract papers and submission of performance security. No interest is payable on the bid security amount.
3. The EARNEST MONEY DEPOSIT shall be forfeited:
    a. If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form;
    b. Or in case of a successful Bidder, if the Bidder fails: a) To sign the Contract; or b) To furnish the performance security.
4. No exemption for submitting the EMD will be given to any agency including MSME Units.
5. Any tender submitted without the earnest money deposit will be summarily rejected.
    a. If any of the bidders modify their bid during the validity period.
    b. If any bidder tries to influence the evaluation process.
    c. In case the selected bidder fails to accept the work order / purchase order and provide the performance security within the specified time limit.

## 3.12 Period of Validity of Bids

1. Quoted prices shall be firm & valid for a period of **five year** from the due date, or extended due date of the tender for the placement of order. However, incase of software licenses (application & database), quoted prices shall be firm and valid for the entire duration of the project which means five years after go-live. For successful Bidders, the quoted price shall remain firm without any escalation till execution of the complete job.
2. In exceptional circumstances, ED, MSFDA may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

## 3.13 Clarification to tender document

At any time after the issue of the tender documents and before the opening of the tender, ED, MSFDA may make any changes, modifications or amendments to the tender documents and shall send intimation of such changes to all those who have downloaded the original Tender documents.

### 3.14 Submission of Bids

Tender documents will be available on web site up to date and time as mentioned in the tender notice. Tenderer who wishes to participate in this tender shall have to register on web site www.mahatenders.gov.in.

### 3.15 Timeline for Submission of Bids

1. Bids must be submitted online through www.mahatenders.gov.in not later than the time and date specified in the tender notice.
2. ED, MSFDA may, at his discretion, extend this timeline for submission of bids by amending the bid documents, in which case all rights and obligations of ED, MSFDA and Bidders subject to the timeline will thereafter be subject to the timeline as extended.

### 3.16 Withdrawal of Bids

1. The Bidder may modify or withdraw his bid before the last date of submission of bids through the e-Tendering website www.mahatenders.gov.in.
2. No bid may be modified after the timeline for submission of the bids.
3. No bid may be withdrawn in the interval between the timeline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its bid EMD.

### 3.17 Opening of Bids

1. MSFDA will open all bids (only Technical Bids at the first instance) through the e-Tendering website.
2. The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for MSFDA, the Bid shall be opened at the appointed time and location on the next working day.
3. The Bidder's names, bid modifications or withdrawals, bid prices and the presence or the absence of requisite bid security and other details will be announced at the time of opening.
4. Financial Bids of only those Bidders who qualify on the basis of evaluation of technical bid & Demonstration will be opened at pre-specified time and date which will be communicated to the qualified Bidders well in advance.

### 3.18 Award Criteria

1. ED, MSFDA will award the contract to the successful Bidder as per the evaluation criteria mentioned in the bid evaluation section provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
2. ED, MSFDA reserves the right to award the contract in parts to more than one Bidder, provided further that the Bidders(s) are determined to be qualified to perform the contract satisfactorily.

### 3.19 Variation in Actual Quantity

ED, MSFDA reserves the right to vary (increase / decrease) the component quantities and the scope in the tender, post award to the successful bidder.

### 3.20 Right to Accept / Reject Any or All Bids

ED, MSFDA reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to the award of Contracts, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the ED, MSFDA action.

### 3.21 Notification of Awards

1. Prior to the expiry of the period of the bid validity ED, MSFDA will notify the successful Bidder in writing. The Bidder will confirm the same in writing.
2. The notification of award will constitute the formation of the Contract.
3. Upon the successful Bidder's furnishing of performance security, ED, MSFDA shall notify each unsuccessful Bidder.

### 3.22 Corrupt or Fraudulent Practices

1. MSFDA requires that the agencies participating under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, MSFDA defines for the purposes of this provision, the terms set forth as follows:
2. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or execution of a contract to the detriment of MSFDA, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive MSFDA of the benefits of the free and open competition;
3. MSFDA will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
4. MSFDA will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.
5. The past performance of the Bidder will be crosschecked if necessary. If the facts are proven to be dubious the Bidders tender will be ineligible for further processing.

### 3.23 Interpretation of the clauses in the Tender Document / Contract Document

1. In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, ED, MSFDA's interpretation of the clauses shall be final and binding on all parties.

2. The decision taken by ED, MSFDA in the process of Tender evaluation will be full and final.

## 3.24 Right to terminate the process

1. ED, MSFDA may terminate the RFP process at any time without assigning any reason. ED, MSFDA makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone.
2. This RFP does not constitute an offer by ED, MSFDA. The bidder's participation in this process may result in ED, MSFDA selecting the bidder to engage to further discussions and negotiations towards execution of a contract. The commencement of such negotiation does not, however, signify a commitment by ED, MSFDA to execute a contract or to continue negotiations.
3. ED, MSFDA has the right to terminate this discussions and negotiations process without assigning any reason and no costs will be reimbursed to the participating bidders.

## 3.25 Rights to the Content of the Proposal

All the bids and accompanying documentation submitted as bids against this RFP, will become the property of MSFDA & will not be returned after opening of the prequalified proposals. If any bidder does not qualify in pre-qualification evaluation, the technical proposal may not be evaluated. The Commercial Proposal shall be returned unopened to the bidder after the completion of the entire bid evaluation process. Also, the commercial proposals of technically disqualified bidders would be returned unopened to the bidders after the completion of the entire bid evaluation process. ED, MSFDA is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. MSFDA shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure. ED, MSFDA has the right to use the services of external experts to evaluate the proposal by the bidders and share the content of the proposal either partially or completely with the experts for evaluation with adequate protection of the confidentiality information of the bidder.

## 3.26 Disqualification

The proposal is liable to be disqualified in the following cases:

a. Proposal submitted without bid security;

b. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal;

c. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices;

d. The bidder qualifies the proposal with its own conditions or assumptions;

e. Proposal is received in incomplete form;

f. Proposal is received after due date and time;

g. Proposal is not accompanied by all the requisite documents;

h. A commercial/technical bid submitted with assumptions or conditions.

i. If the bidder provides any assumptions in the commercial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest (best value)

j. Proposal is not properly sealed or signed;

k. If bidder provides quotation only for a part of the project;

l. Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period of the contract if any;

m. Commercial proposal is enclosed with the same envelope as technical proposal;

n. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process;

o. In case any one bidder submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified;

p. Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within 30 working days of the date of notice of award or within such extended period, as may be specified by ED, MSFDA;

q. Bidders may specifically note that while evaluating the proposals, if it comes to ED, MSFDA's knowledge expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of three years from participation in any of the tenders floated by MSFDA;

r. If, the bid security envelope, technical proposal and the entire documentation (including but limited to the hard and soft/electronic copied of the same, presentations during technical evaluation, clarifications provided by the bidder) submitted along with that found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;

s. Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices; and

t. In case bidder fails to meet any of the bidding requirements as indicated in the RFP.

### 3.27 Sub-contracting

For the purpose of this tender a Sub Contract would mean "Any agreement, purchase order, or any such legal instrument issued by the agency for this Project / contract to a third party, the subcontractor, calling for the performance of a defined piece of work or production and/ or delivery of specified Goods or services as permitted herein."

Sub-contracting or outsourcing will not be permitted. However, sub-contracting, with prior approval and consent of MSFDA, for activities that are non-technical in nature, may be considered at the sole discretion of MSFDA.

# 4   SCOPE OF WORK

## 4.1   Project Scope

➢ The project scope includes the design, development, testing, hosting, and maintenance of a Learning Management System (LMS) for MSFDA.

➢ MSFDA also requires content developers to design and develop digital content for six asynchronous Faculty Development Programs (FDPs), which will be hosted on the LMS. These programs will enhance the professional development of faculty in higher education institutions across Maharashtra.

The topics/themes for which content is proposed to be developed are:

1. Foundation Program for NEP 2020 Awareness
2. Pedagogy and Assessment Strategies
3. Holistic and Multidisciplinary Education
4. Using Technology in Education
5. Student Centricity
6. Leadership Development

*Note: Any other topic in lieu of the aforesaid ones as desired by MSFDA

➢ Online FDP Framework:

- Each of the online FDPs will have content that will engage a learner for approximately 30 hours. The 30 hours include viewing, listening, reading, responding, testing, and feedback time.
- For each FDP, of these 30 hours, the multimedia/video content is likely to be worth 10 hours. Apart from the 10 hours of multimedia content, the other 20 hours of learning time will include LMS functionalities like discussion forum boards, assessments, assignments, quizzes, external resources, and questionnaires/polls.
- It is expected that the learner will have the flexibility to go through the 30 hours-worth of content in each FDP within a window of one month.
- Successful completion will be based on two parameters – attendance/completion of all modules and assessment at the end of the Course.

➢ The total project duration shall be **five (5) years** from the date of signing the contract. This includes a **four (4) month period** for system development, deployment, and Go-live, followed by **ongoing maintenance, technical support, updates, security management, and system optimization** for the remaining duration to ensure smooth and uninterrupted operations.

- During the project execution period, the vendor must deploy dedicated manpower at MSFDA premises to ensure smooth coordination, real-time communication, and timely delivery of project milestones.

➢ The project cost will be based on a subscription model, where revenue will be shared between the vendor and MSFDA in a 70-30% ratio, inclusive of all applicable taxes:

- 70% of the revenue will be allocated to the vendor (including taxes).
- 30% of the revenue will be allocated to MSFDA.

➢ The subscription-based pricing model will operate on a per-participant per-module basis.

➢ Upon completion of content development, **full ownership of the developed content will rest exclusively with MSFDA**. All final content files and source materials shall be **handed over to MSFDA** in editable and LMS-compatible formats.

➢ After the completion of the CAMC period, **the LMS platform along with the complete source code, technical documentation, and administrative access** will also be **formally handed over to MSFDA** to ensure continued usage and autonomy in platform management.

➢ The selected bidder shall perform all necessary tasks and provide all essential items, tools, resources, equipment, and services that may not be explicitly mentioned in the scope of work but are reasonably required for the successful implementation of the LMS, without any additional cost to MSFDA.

➢ Regardless of what is stated in the indicative schedule of quantities, the agency shall be responsible for:

- Supplying, installing, commissioning, testing, and maintaining all system components.
- Ensuring the LMS is fully operational and meets all functional requirements as specified in this document.
- Delivering a comprehensive and fully functional system without any additional financial or contractual obligation to MSFDA.
- The LMS platform and all content (video, text, and interface) must be **available in both English and Marathi** to ensure accessibility across the state.

4.2 **Online Content Development:**

4.2.1 **The content developer will develop content including but not limited to:**

- Instructional Design (ID) and LMS Compatibility
- Develop storyboards based on the source material provided by MSFDA
- Create multimedia content worth 12-15 hours as per source material /theme provided by MSFDA and/or Subject Matter Experts (SME) appointed by MSFDA
- Create other LMS based content worth 15 – 18 hours in the form of reading/listening/viewing material in the form of PPTs, PDFs, audio files, external links,
- Create objective type assessments for the theme as decided by MSFDA
- Frame self-assessment and peer-assessment rubrics for the assignments and tests
- Create feedback questionnaires for each theme/FDP
- Upload the multimedia content, assessments, discussion forum board topics, other reading/listening material in the form of PPTs, PDFs, audio files, external links,
- Develop content following the best instructional design practices
- Use the most optimal and effective authoring tools to create high quality content
- Ensure SCORM-compliant content that integrates seamlessly into MSFDA's LMS.
- Develop content aligned with UGC's Four Quadrant Approach for developing MOOCs

4.2.2 Content Development

**4.2.2.1 Create structured content for 30 hours of learning per FDP:**
- Create storyboards based on the content matter provided by the SMEs for each FDP.
- Develop an appropriate and interactive engagement strategy for learners.
- The 30 hours will include video/multimedia content worth approximately 12-15 hours, and LMS based content (discussion forum boards, external reading links, assessments, assignments, questionnaires etc.) worth 15-18 hours.
- In the content development process, all aspects including shooting/recording, mixing, editing, voiceover, and animation will be the sole responsibility of the vendor.
- MSFDA will handle the honorarium payment for the Subject Matter Experts (SMEs).

**4.2.2.2 Multimedia /Video Content:**

- The multimedia content may include visually appealing presentations, videos, audios, animations, infographics and H5P-based and AI supported interactive elements.
- The video content will have professional-quality voiceovers and subtitles, both in English and Marathi.
- Videos will need to be interspersed with reflective, probing questions

26

- The multimedia and other content for each FDP will be chunked into topics or modules as per MSFDA's or the Subject Matter Expert's (SME's) recommendations for program flow.
- Content should address accessibility (closed captions, screen reader compatibility, etc.).
- Engaging ways will be required to present case studies and real-life scenarios

### 4.2.2.3 LMS content:

- Incorporate collaborative learning features, such as discussion prompts, wikis, peer-assessment and peer-feedback, and reflection activities.
- Enable self-assessment and peer-assessment rubrics for the assignments and tests
- Include diverse formative and summative assessments for each module in each FDP.
- AI powered Chatbots for learners' queries/FAQs and other interactivity

### 4.2.3 Testing, Quality Assurance, and Deployment

- Conduct pilot testing for MSFDA and incorporate feedback.
- Ensure error-free content, smooth navigation, and logical sequencing.
- Create aesthetically pleasing content with easy navigation and high UX quotient
- Provide technical support for integrating content into the LMS.

### 4.3 Learning Management System

The learning management system should be able to follow and manage the complete lifecycle of a training course undertaken by a specific trainee / learner including:

| Step 1 | Registration process for training |
| --- | --- |
| Step 2 | Payment Gateway |
| Step 3 | Welcome Communication/ LMS Onboarding |
| Step 4 | Capturing process of training (Resource Persons, Content, Highlights, Pictures etc.) |
| Step 5 | Attendance Recording Mechanism |
| Step 6 | Discussion Forum |
| Step 7 | Evaluation / Feedback / Assessment |
| Step 8 | Third-party assessment |

| Step 9 | Certificate Generation – Digital Certificates |
| --- | --- |
| Step 10 | Post-Training Support |

**Development and Implementation of Learning Management System (LMS)**

A customized open-source Learning Management System (LMS) should be developed for MSFDA which can efficiently handle the delivery of our course content with the ability to add Video Lectures, Flip Books / Presentations, Assessments and Discussion Forum.

The proposed implementation should have the following basic features and functionalities.

**Open Source & Complete Ownership**

The proposed LMS should be a true, full-featured open source with complete ownership of the application and date. LMS should provide full control over the privacy and security of data, whether it is hosted on our own servers, or any of the standard third-party cloud solution.

**Standards**

The LMS should support common educational technology standards as well as security and accessibility standards.

**Interface**

It should be tailor-made according to our needs and customized with our brand name and preferred themes whether our courses are instructor-led, self-paced, blended or entirely online.

**Customised Functionalities**

It should be able to extend and customise the functionality to meet our needs using plugins / add-ons and Certified Integrations with third party software, by

1. Providing for promotion, admission, sharing and screening of applications, and scrutiny of each learner's form with attachments and submission of completed application forms to MSFDA
2. Providing support with an integrated online payment gateway for online admission management, fees management system and link it with the website.
3. Providing Virtual Campus using learners' credentials with a login, password which will provide learners with the complete learning ecosystem and will guide them through their chosen course of study, through synchronous and asynchronous lectures with access to the discussion threads, chats, doubt clearance sessions, etc.
4. Creating a learners support cell for query, solving and counselling.

**Accessibility**

The LMS should be inclusive and accessible for all stake holders. It should be able to perform accessibility audits and develop in line with common accessibility standards (WCAG 2.2). It should have integrated text accessibility checking tools to help us build courses and content with full support for all learners.

**Support for All types of Learning**

LMS should support all types of learning from fully online learning to a blended approach, from self-paced courses to collaborative learning, from academic learning to corporate learning. As online learning is different everywhere, it should support all types of learning processes and views of online education.

**Reporting and Analytics**

The Learning Management System (LMS) should include a robust Reporting and Analytics module to provide actionable insights to administrators and instructors. It should offer comprehensive dashboard analytics that display user progress, course completion rates, and dropout rates. The system must allow for custom report generation, enabling users to filter data by course, batch, date range, and performance metrics. Reports should be downloadable in both PDF and Excel formats for ease of sharing and record-keeping. Additionally, the LMS should provide detailed assessment analytics, tracking individual and group performance, average scores, and improvement over time. Attendance tracking reports should be available for both synchronous and asynchronous sessions. To ensure transparency and accountability, the system should maintain user activity logs, capturing login frequency, time spent on modules, and interaction history. The platform should also generate feedback summary reports based on participant responses and course ratings. A report on completion certificates—issued and pending—should be accessible, and the system must include real-time alerts and notifications to flag low engagement or underperformance.

**Assessment System**

The Learning Management System (LMS) should incorporate a comprehensive and flexible Assessment System designed to evaluate learners effectively across various formats. It must support multiple types of assessments, including multiple-choice questions (MCQs), subjective responses, timed quizzes, auto-graded evaluations, and peer-reviewed assignments. This versatility ensures alignment with diverse pedagogical needs and course objectives. The system should enable the creation of randomized question banks to ensure variation and integrity in assessments, reducing the chances of repetition and predictability. Instructors should have the ability to configure question pools, set difficulty levels, apply time limits, and schedule assessments. The LMS must also support automated scoring for objective questions and provide mechanisms for manual evaluation where necessary. Additionally, the platform should facilitate secure and trackable assessment delivery, with features such as question shuffling, response tracking, and post-assessment analytics to monitor learner performance and identify areas for improvement.

**Feedback and Surveys**

The Learning Management System (LMS) should incorporate an integrated Feedback and Survey mechanism to gather insights from participants at various stages of the learning journey. This includes the ability to conduct pre- and post-assessment surveys to measure learning outcomes and course effectiveness. Additionally, the system should facilitate structured feedback collection regarding course content, instructor performance, delivery format, and overall user satisfaction. These surveys should be customizable and support various question types, such as Likert scales, open-ended responses, and multiple-choice options. The feedback tools must be user-friendly, with automated reminders and analytics dashboards to help administrators and instructors interpret results, identify trends, and make data-driven improvements to the training programs. This continuous feedback loop is essential for maintaining high-quality content and enhancing the overall learner experience.

**Notification System**

The Learning Management System (LMS) should feature a robust multi-channel Notification System to ensure timely and effective communication with users. This system must support automated and manual notifications via email, SMS, and in-app messages for key events such as course announcements, assignment deadlines, session reminders, examination schedules, and result declarations. Notifications should be configurable based on user roles (e.g., learner, instructor, administrator) and customizable in terms of content and timing. Additionally, the system should maintain a log of all notifications sent, allowing users to view their notification history and ensuring transparency and accountability in communication. This feature will play a critical role in keeping participants informed, engaged, and on track throughout the duration of the course.

**Data Security and Privacy**

The Learning Management System (LMS) must adhere to robust data security and privacy standards to safeguard user information and institutional data. It should implement end-to-end data encryption, both at rest and in transit, to maintain the confidentiality and integrity of data. The system must support role-based access controls to ensure that users—whether learners, instructors, or administrators—have access only to the data and functionalities appropriate to their roles.

As an open-source LMS, the platform should benefit from a large, active global developer community that continuously reviews and enhances the source code through well-established processes. Security vulnerabilities should be globally reported and promptly addressed, with fixes applied to both current and past releases. These security features must also extend to the LMS's mobile application, aligning with industry-recognized security protocols and standards.

Furthermore, the LMS should incorporate world-class privacy compliance features and offer the flexibility to configure the platform in accordance with local privacy legislation. It should include built-in tools to manage site and privacy policies, age-of-consent checks, data collection purposes and retention periods, and capabilities to perform data exports and handle

data deletion or modification requests. Regular security audits, data backups, and a defined incident response mechanism should also be in place to ensure continuous and proactive protection of user data.

**Helpdesk/Support Features**

Integrated Helpdesk System with ticketing, FAQs, and a support escalation workflow to ensure timely resolution of user issues and platform queries

**Flexible Learning**

LMS should support deep collaborative learning through group activities forums foster peer review in workshops: run our learners through a checklist for compliance or provide a full-scale MOOC for thousands of learners according to our online education style as preferred by the University

**Progress Tracking**

We should be able to monitor our learners' performance and progression with learning plans based on custom competencies and scales Allow the learners to view their own plans so they can see the associated competencies and track their own progress towards achieving them. Should have learning analytics to receive insights to predict and support students at risk of failing.

**Cross Platform Learning**

LMS should have Mobile APP, so that our learners can access all our content, submit activities and complete assignments from their mobile devices. Mobile notifications should be available to always keep the students updated.

**User Friendly Offline Learning**

LMS Mobile App should allow full courses to be downloaded onto mobile devices, helping learners with limited data plans or bad connectivity. They should be able to do everything offline, such as reading materials, answering quizzes or writing on discussion forums. When the internet connectivity is prevalent everything they've done should be securely uploaded back to the site.

**Integrate with all our existing systems**

The LMS should streamline our processes by seamlessly connecting LMS with external platforms and services. The LMS should seamlessly integrate with the existing MSFDA website to facilitate registration and user management. Should be able to Integrate LMS with video conferencing for live meetings: Student Information Systems, plagiarism detection; portfolios, popular document suite, content repositories etc.

4.2.3    Functional Requirements

1. **Front-End**
    a. Fully responsive, front-end, accessible on multiple devices (desktop, laptop, tablet, mobile phone)
    b. Customizable Admin & User Dashboards (for Admins, instructors, students and institutions)
    c. Admin dashboard should be dynamic for uploading, editing variables like course structure/fee structure etc.
    d. Admin dashboard and user panels should also be updated whenever needed with required changes/additional features as required by MSFDA

2. **Platform**
    a. Custom Domain with SSL
    b. Based on platform; Updating of stable releases of platform and all accompanying components such as required on a regular basis
    c. Cloud hosted / Server based - fully managed, scalable
    d. Fully responsive design
    e. Social Media Integration (Face book, Twitter, WhatsApp etc)
    f. Auto back-up facility
    g. Initial setup for a minimum of 500 concurrent users. Platform must be scalable to more concurrent users in the future.
    h. Cloud service provider audited and certified by MEITY,

3. **Attendance Recording Mechanism:**
    a. There must be a mechanism for recording attendance for on-site courses conducted at satellite centers or in blended courses.
    b. Attendance tracking can be implemented through QR codes or any other suitable method to ensure accurate monitoring of participant attendance.

4. **Certificate Generation Based on Attendance and Assessment:**
    a. The LMS will generate certificates based on both attendance and assessment for on-site as well as online courses.

5. **Exam event and schedule creation**
    a. Marks Entry System and Processing
    b. Admission Cancellation on Request

6. **Content Development & Management System**
    a. Uploading the developed content and videos
    b. Easy to use files and uploads
    c. Easy file management system; searchable by course, day, month, year
    d. Auto /scheduled emails to users; reminders; weekly highlights to subscribers etc.
    e. Facility to launch quizzes at designated times
    f. Provision for inclusion of e-content development by in-house faculty in all acceptable / standard formats

7. **Learning Platform**
    a. The learning platform shall be designed to effectively serve the needs of learners, instructors, and administrators, ensuring a seamless and user-centric experience for all stakeholders.
    b. The platform shall support self-registration by individual learners as well as single or bulk registration by instructors and administrators, enabling flexible and efficient user onboarding.
    c. ID enabled Aadhar (Indian national) and passport for foreign nationals with ID upload facility,
    d. Content types: Text (MS Office Docs; Worksheets, PDF); Audio, Video
    e. Assessments: Quiz - Single, multiple choice, fill in the blanks, Drag and Drop (Matching), Instructor should be able to enable uploading of case studies and custom questions
    f. Provision for submission of online assignments, submission and grading
    g. Auto scoring engine for assessments
    h. Single and multi-instructor-led courses
    i. Enabling phased feeding of course content or full content release at once
    j. Course reviews
    k. Instructor led and self-paced
    l. Open and closed groups for interactive learning
    m. Online forum for discussions and interactive learning
    n. Online notices, announcements to students
    o. Course progress indicator including provision to analyze to skill-gap of the students and give remarks
    p. Course introduction with cover-image and featured image/ video; Instructor Name, Duration & Type of course, Category etc.,
    q. Course-related requirements.
    r. Import/Export courses

8. **Learner Engagement provision**
    a. Certificates & badges on completion of course.
    b. Graded or non-graded assignments; both pass/fail and alphanumeric grading scale
    c. Peer-based, self and faculty grading with ability to provide feedback in both rubric and freeform
    d. Open Response Assessment (ORA)
    e. Course progress indicators for both teachers and students

9. **Content Type**
    a. E-Learning (Video Lectures)
    b. E-Content (Reading Materials like e-books, PDF, PPT)
    c. Storage of Course Content with Searching Facilities.
    d. E-Assessment (MCQ, Short Answer, Image Upload)
    e. Discussion Forum (Teachers & Learners can discuss individually or in a Group)

f. Synchronous & asynchronous learning

## 10. Payments, Gateways etc.,
   a. Integration of Payment Gateway
   b. Secure Payment in Indian currencies and permissible foreign currencies
   c. Course-wise Revenue Reports & program-wise revenue reports
   d. Payment made through Net-Banking, Debit/ Credit card / UPI / Wallets should be acceptable
   e. SMS and Email gateway Integration

## 11. Supporting Tools
   a. Plagiarism check for uploaded assignments
   b. Ability to conduct Live lectures.
   c. Provision to upload Feedback form

## 12. Scalability
   a. Should handle up to 10,000 users without any performance issues and up to 500 users concurrently. The entire setup should be able to accommodate more concurrent users and should be scalable depending on the requirement.

4.3.1. LMS Workflow for Admin, Instructor, and Participant

### 4.3.1  Admin Workflow
The **Admin** oversees system management, user roles, course approvals, and analytics.

### User Management

- Role-based access control (RBAC).
- Registers as an Admin or assigns Admin roles.
- Manages users (participants, instructors, and other admins).
- Sets permissions and access levels.
- User creation (bulk/manual import/export of users)
- Account deactivation/reactivation and history tracking.

### Course & Content Management

- Reviews and approves courses submitted by instructors.
- Ensures content quality, compliance, and course categorization.
- Assigns subjects, difficulty levels, and tags to courses.

### Fee Management
- Set pricing for courses (free, one-time payment).
- Manages payment gateways
- Generates invoices and receipts for participants.
- Monitors revenue reports and financial analytics.

**System Administration & Security**

- Manages platform settings, security protocols, and data privacy policies.
- Ensures compliance with GDPR, accessibility standards, and institutional policies.
- Oversees system maintenance, backups, and recovery plans.

**Reports & Analytics**

- Tracks participant engagement, course completion rates, and instructor performance.
- Generates reports on learning outcomes and system usage.
- Dashboard analytics for admin/instructors (progress, completion, dropout rates)
- Downloadable reports (PDF/Excel)
- Monitors revenue from course payments and financial transactions.

**Communication & Support**

- Sends platform-wide announcements and updates.
- Provides technical support and resolves user queries.
- Assists with live session logistics.

4.3.2   Instructor Workflow

The **Instructor** is responsible for content creation, participant engagement, and assessment.

**Registration & Profile Management**

- Registers as an Instructor and sets up a profile.
- Updates personal details, expertise, and qualifications.

**Course Creation & Management**

- Develop courses with structured modules, lessons, and assessments.
- Upload content (videos, PDFs, quizzes, interactive materials).
- Submits courses for Admin approval before publication.

**Participant Engagement & Communication**

- Conduct live sessions and participate in discussion forums.
- Moderates discussion forums, ensuring meaningful interactions and addressing participant queries.

- Provides mentorship and personalized feedback.

**Assessment**

- Creates quizzes, assignments, and projects.
- Reviews peer assessments and tracks progress.

**Performance Monitoring**

- Tracks participant engagement and identifies struggling learners.
- Uses analytics to refine course content and teaching strategies.
- Tracks participant attendance in blended courses and on-site courses through QR codes or any other suitable method.
- Moderates discussion forums

4.3.3   Participant Workflow

The **Participant** enrolls in courses, completes learning activities, and earns certifications.

**Registration:** Participants will register on the MSFDA website for both offline and online courses. A single sign-in option will be provided for ease of access.

**Login & Course Access:** After registration, participants can log in to the online course by clicking the LMS button on the website.

**Course Enrollment:**

- In the participant's profile, a list of programs offered by MSFDA will be displayed.
- Participants can enroll in any program from the list.
- To enroll, participants must complete the payment for the selected program.

**Course Access & Learning:**

- Once the payment is successfully processed, participants will gain access to the course content.

**Differentiated Learning Path:**

- Based on assessment results, the system recommends customized learning pathways.

- Advanced learners may skip fundamental lessons, while others receive additional support materials.

**Attendance Recording Mechanism:**

- Attendance for on-site courses and blended courses is recorded via QR codes or other tracking methods.

**Assessment:**

- Upon course completion, participants will be able to take an assessment, which will include both formative and summative components.
- Assessments must be submitted for evaluation and will be automatically evaluated by the platform.
- Based on the assessment, participants may be directed to additional learning modules if needed.

**Feedback:**

- After the evaluation process, participants will be required to submit a feedback form.

**Certificate Generation:**

- Only after submitting the feedback form, the certificate will be generated.
- The LMS will generate certificates based on both attendance and assessment for on-site as well as online courses.
- The certificate will be stored in the participant's profile for future access.

### 4.4 Mobile App

All the functionalities described above shall also be available through the mobile app. The mobile app shall have two basic functionalities – one for the users (learners and instructors) and one for the stakeholders. The latest versions of Android & iOS based mobile phones, with adequate backward compatibility shall be considered.

The solution shall have one-web approach which means making, as far as possible, the same information and services available to users, irrespective of the device or the browser they are using. This implies that all Government Web sites should be compliant with mobile devices to enable users of such devices to access the same information and services (to the extent possible) as available, say, over the internet through computers.

The mobile application offered shall be compliant with the Mobile Governance guidelines (Framework for Mobile Governance) issued by Government of India, Ministry of

Communications and Information Technology & Department of Information Technology in its latest releases.

## 4.5   Hosting

The bidder shall be in charge of providing the hosting of the LMS and content for the entire project duration. Hosting providers shall be based in India.

## 4.6   Training

### 4.6.1   Functional Training

4.6.1.1 The Scope of Services under System functional Training shall include a) providing system operation training in English & Marathi language to all the MSFDA employees using the application on a continual basis during the project period, along with providing the proper training material, in soft as well as hard copies, as per the training plan approved by MSFDA.

4.6.1.2 The bidder shall give functional training, module-wise, to the application users at locations identified for the system implementation / locations provided by MSFDA. The training shall include detailed functional training of the module with the help of the printed & electronic format training materials (in English & Marathi) given to the individual employees or group of employees, department-wise.

4.6.1.3 The mode of communication of the training shall be English and Marathi.

4.6.1.4 The functional training schedule shall be finalized in consultation with MSFDA at all the locations where the system is being implemented.

## 4.7   Manpower Deployment

- The bidder shall provide professionals/resources for the project period as mentioned in the schedule of quantities in MSFDA, Pune for the complete project period (development, warranty & maintenance). These professionals shall be available onsite during office hours and undertake any development or maintenance tasks as per MSFDA needs. He/she shall also be the liaison between MSFDA and the development back office of the bidder. MSFDA reserves the right to accept/reject candidates proposed by the bidder.
- The professionals shall have experience in LMS development and maintenance, and content development and shall have the knowledge and expertise in the development technologies proposed and used by the bidder. They shall possess a degree in computer sciences or electronics.

- Engineers stationed at the training center are expected to perform the following tasks, but not limited to:
    - Migrate, collect, collate, clean and feed data in the system
    - Maintain the portal/LMS/Mobile app/Dashboard
    - Manage backups
    - Design and develop new functionalities
    - Undertake training
    - Perform updates
    - Check security requirements of the application and ensure application/data security at periodical intervals
    - Coordinate with network/security professionals already working for MSFDA for mitigating any application/data-related threats
    - Create system reports
    - Perform business and data analytics and provide reports accordingly
    - Manage and maintain the data centre connectivity
    - Provide regular updates regarding system performance, as desired by stakeholders
    - Any other work as may be required to maintain, operate the system/application, and other system administration tasks and responsibilities.

## 4.8  Implementation

4.8.1.1 The Bidder shall implement all modules, any other software to meet the technical and functional requirement as specified and approved To-Be process documentation as agreed upon.

4.8.1.2 The Bidder shall carry all such functions that are required to make the solution work successfully and shall at minimum include the functions as explained in Scope of Work during the pilot as well as rollout phase.

4.8.1.3 The roll out plan shall be finalized with the successful bidder. However, the bidder shall conform to the implementation SLA schedule as mentioned in the document.

## 4.9  Product configuration, interface design and customization

4.9.1 The Bidder shall undertake system configuration and customization based on the approved To-be processes, thereby ensuring compliance to the processes as envisaged at the business process design stage.

4.9.2 The Bidder shall conduct trial runs with the MSFDA database and may further reconfigure the MSFDA LMS if the results are not up to the expectations of MSFDA. Only the approved/accepted solution as per the recommendations of the Project Consultant shall be implemented in the Go-live phase

4.9.3 The bidder shall adopt the GUI as per MSFDA's expectations. The customization shall involve color scheme, fonts, font sizes, images, etc. After 6 months (during the warranty period) the bidder shall conduct a user experience survey to confirm the navigation and and design of the portal and the app. Any changes mandated post this survey shall be undertaken by the bidder after confirmation from MSFDA.

## 4.9 User Acceptance Testing (UAT)

The agency shall undertake User Acceptance Testing (UAT) for all the components of the project. The UAT format will be mutually decided during the course of project implementation. The UAT must be signed off by both MSFDA and the Project Consultant.

## 4.10 User Manual

The Bidder shall supply system Users' (Operations & Maintenance) Manual in Marathi & English languages in soft (MS Word and PDF) & hard format.

## 4.11 Documentation

**4.11..1** The Bidder shall prepare & maintain proper project documentation, such as Project Management Plan (Complete as well as location-wise) system drawings, test plans, test results, minutes of the review meetings, training plans etc.

**4.11..2** All project documents are to be submitted in bound hardcopy and in a softcopy/ CD format for archival

**4.11..3** All project documents shall have a version number and major changes from the last submission shall be highlighted in the beginning of the revised documents

- Project documents include but are not limited to the following:
a) Project Documentation
   o Detailed project plan
   o Functional Requirements specifications
   o Software Requirements specifications
   o Software Configuration Management Plan
   o Risk Management Plan

- o Architectural Design Document
- o Software Detailed Design Document
- o Infrastructure Requirements and Deployment Architecture specifications
- o Business Continuity Plan
- o DR (Disaster Recovery) Plan
- o Source Code/Documentation
- o Unit Test Plan with Test Cases
- o Integration Test Plan with Test Cases
- o System Test Plan with Test Cases
- o Policy documents
- o User Manuals
- o Exit Plan including the interim take-over strategy and plan

b) HLD documents (including but not limited to)
- o Application architecture documents
- o Logical and physical network design

c) LLD documents (including but not limited to)
- o SLA and Performance Monitoring Plan
- o Training and Knowledge Transfer Plans
- o Issue Logs

**4.11.4** The agency shall submit a list of deliverables based on the methodology they propose. The agency shall prepare the formats/templates for each of the deliverables upfront based upon industry standards and the same will be approved by the MSFDA prior to its use for deliverables.

**4.11.5** All project documents are to be kept up-to-date during the course of the project.

## 4.11 Third Party Audit

MSFDA reserves the right to undertake third party audit of the hardware and system software supplied by the implementation partner. The implementation partner will have to rectify all defects identified in the third party audit at no extra cost to MSFDA.

## 4.12 System Sizing

All system requirements specified in the tender are minimum requirements. Bidders are required to propose the higher specifications based on the requirements of their solution.

Bidders are also required to provide detailed documentation pertaining to their respective system sizing in their technical proposal.

### 4.13 General System Requirements

- The envisaged portal should be designed to meet the relevant STQC and Government of India Standards.
- The application shall conform to Indian standards of information security, published from time to time by MEITY and any standards pertaining to online education published by the Government of India.
- The system will be centrally deployed and globally accessed. Access shall not be restricted locally.
- The system shall be designed to be scalable and extensible.
- The software, along-with all of its sub-systems shall be capable of operating in an environment requiring a single sign-on. Also, it shall have a security feature of signing-off a user after a user-defined time-period of inactivity.
- The application shall be compatible with the latest version of all popular browsers available including Chrome, Firefox, IE and Safari.
- All systems shall take into account appropriate security, performance, efficiency and maintainability issues.
- Data shall only be accessed through an application to create, update and delete transactions.
- The system shall support load balancing at the web, application and the database layers of the system.
- The application shall be workable with the Disaster Recovery IT infrastructure of the data center with functions like real time failover without data loss.
- The latest version of the software shall be quoted. Bidders are required to mention the version number of the application.
- The bidder shall prepare technical manuals to enable configuration, customization, enhancement, deployment of the portal and make the same available to MSFDA.
- The bidder shall be capable of providing 24 X 7 support services on functional and technical issues, upgrades, bug fixes etc. in person or through remote arrangements with resolution time commitment of 24 hrs.
- The solution is required to cover all the functional requirements mentioned in this document and provide modularity that should support addition/removal of one or more modules as and when required. However, these modules should be seamlessly integrated in the core application system
- The source code of application (in case proposed application is open source) / customization (in case proposed application is proprietary) shall be owned by MSFDA. The database shall be completely owned by MSFDA.
- The solution shall be extensible to address new or changing business scenarios and business rules without having to do major rewrite of the software components.
- The solution shall provide all the relevant leading technology (e.g. XML, Flat file, messaging etc.) to meet the integration requirements. The bidder shall

specify the methodologies of the integration with the sub-systems mentioned in the tender document including products / tools required for the integration.

- The solution shall have necessary audit trails for the integrated application. It shall be possible to trace the transaction to the source application / application user through audit trails.
- The configuration recommended / proposed shall have capability of handling transactions for the next 10 years keeping in mind the application response guidelines mentioned in the tender or as finalized with the successful bidder. The bidder shall consider an increase of around 20% - 25% in the number of transactions and storage.
- The proposed system architecture / configuration shall be sized to ensure the system operations at approximately 70% utilization.
- The proposed solution shall have functions for User access control, security and backup.
- The bidder shall propose appropriate security architecture for remote access.
- The portal should support PKI / Digital Certificate based two (multiple) – factor authentication for all types of users & transactions.
- The application should support / operate on the 64-bit platform
- All external interfaces should have a secure functionality in that all transactions should take place through the https protocol.
- The solution shall have the capability to define security authorization control to the Solution through the job roles defined in the organizational structure. It shall provide the capability to define user groups and group level access control to individual or groups of applications as per the organizational structure.
- The LMS should provide support for data entry in English and Marathi. The LMS should support Unicode format
- The application shall enable the implementation and operationalization of various schemes by MSFDA, , GoM or GoI from time to time
- The application shall provide the ability to send alerts and multi-channel notifications in the form of SMS, email, WhatsApp or any other social media channel for reminders, announcements, deadlines, and exam results.

# 5 STANDARD CONTRACT TERMS

5.1 Project Timeline

The timeline for the development, deployment, and maintenance of the Learning Management System (LMS) and associated digital content creation is as follows:

5.1.1   Project Duration

The total project execution duration will be 4 months from the date of issuance of the Work Order.

| Phase | Activities | Duration | Timeline |
|---|---|---|---|
| **Phase 1: Project Initiation** | - Finalization of agreement<br>- Kickoff meeting<br>- Requirement gathering | 1 week | Week 1 |
| **Phase 2: LMS Design & Planning** | - Finalize technical architecture<br>- UI/UX wireframes<br>- Hosting setup | 2 weeks | Week 2 – Week 3 |
| **Phase 3: LMS Development** | - Core LMS module development (Admin, Instructor, Participant roles)<br>- Integration with MSFDA website<br>- Payment gateway integration<br>- Attendance tracking mechanism | 4 weeks | Week 4 – Week 7 |
| **Phase 4: Content Development** | - Storyboarding and scriptwriting<br>- Multimedia creation (videos, infographics)<br>- LMS integration (SCORM-compliant modules, quizzes, forums, etc.) | 5 weeks (parallel) | Week 4 – Week 8 |
| **Phase 5: Testing & QA** | - Functional testing<br>- Usability testing<br>- Bug fixing | 2 weeks | Week 8 – Week 9 |
| **Phase 6: Pilot Launch** | - Deploy pilot version<br>- Internal review & feedback | 1 week | Week 10 |
| **Phase 7: Final Deployment** | - Go-Live on production environment<br>- Handover of source code<br>- Initial training to MSFDA team | 1 week | Week 11 |

| Phase | Activities | Duration | Timeline |
|-------|-----------|----------|----------|
| **Phase 8: Go-Live Support** | - Post-launch support <br> - CAMC initiation <br> - Performance monitoring | Ongoing after Go-Live | Week 12 onward |

5.1.2    Post-Implementation Support

The total project duration shall be **five (5) years** from the date of signing the contract. This includes a **four (4) month implementation period** for development and deployment, during which the selected bidder will be responsible for the design, customization, and implementation of both the **Learning Management System (LMS)** and **digital content**. Following this, the vendor/bidder will provide continuous **maintenance, support, and updates** for the next **four (4) years eight (8) months**, covering troubleshooting, system upgrades, security patches, content updates, and overall system optimization to ensure both the LMS and digital content remain functional and up-to-date.

The vendor/bidder will address any bugs, system failures, or content issues at no additional cost to MSFDA. The vendor/bidder will also provide the following services for both the LMS and digital content:

- **LMS Hosting and Maintenance**: Ensuring the LMS is hosted securely and maintained with minimal downtime.
- **Technical Support**: Providing timely and efficient support for any technical issues encountered by MSFDA regarding both the LMS and digital content.
- **Content Updates and Compliance**: Keeping the system content updated, including digital content, and ensuring compliance with the latest regulations and standards.
- **System Upgrades and Scalability**: Implementing necessary upgrades to both the LMS and digital content, and ensuring the system can scale as per MSFDA's evolving needs.
- **Change Request Implementation: Mandatory implementation of all change requests** related to LMS functionality, digital content updates,

major/minor enhancements, or compliance adjustments, **at no additional cost to MSFDA** during the five-year project period.

### 5.1.3 Content Updates & Enhancements

- Content revisions based on feedback, policy updates, or curriculum changes must be addressed by the vendor on a quarterly basis during the CAMC period.

- Additional FDPs, if introduced, may be developed as per mutually agreed terms and timelines.

## 5.2 Payment Terms (Subscription-Based Model)

### 5.2.1 Revenue Sharing Model:

- The project will operate on a subscription-based model.

- 70% of the subscription fee collected per participant per module will be paid to the vendor (including taxes).

- 30% of the subscription fee will be retained by MSFDA.

- This revenue-sharing arrangement shall apply collectively to both the LMS platform and the digital content developed.

- The revenue share percentages are inclusive of all applicable taxes; no additional taxes shall be claimed separately by the vendor.

### 5.2.2 Billing Cycle:

- The vendor will raise invoices on a quarterly basis for the number of participants who have paid and accessed the course(s) through the LMS during that period.

- MSFDA will validate the participant enrollment data and associated revenues before processing payment.

5.2.3   Payment Timeline:

- Payments to the vendor will be released within 30 days from the date of invoice submission, subject to verification and approval by MSFDA.

5.2.4   Performance-Based Payment Clauses (optional):

- In the case of any SLA violations (e.g., downtime, delayed content delivery, or non-compliance with functional requirements), a penalty may be levied, and the corresponding amount shall be deducted from the monthly payment.

5.2.5   Taxes & Deductions:

All applicable taxes (e.g., GST, TDS) shall be deducted at source as per prevailing government norms.

5.3   Termination for Default

a) In the event that the Executive Director (ED), MSFDA, determines that the Vendor is in material breach of its obligations under the agreement for the development, deployment, and operation of the LMS and/or content creation, MSFDA may, without prejudice to any other remedy available, terminate the contract in whole or in part by giving the Vendor a one-month prior written notice. The notice shall specify the grounds constituting the material breach, which may include (but are not limited to) the following:

   i.   Failure to deliver the LMS platform, its modules, or any of the required digital content for the Faculty Development Programs (FDPs) within the timelines and quality benchmarks specified in the contract or any extensions granted by MSFDA.

   ii.  Delay in fulfilling project milestones defined in the approved implementation schedule (including failure to deliver 30 hours of content per FDP or platform readiness for hosting the same), or recurring quality issues in LMS functionality or content usability.

   iii. Failure to maintain SCORM compliance, UGC's Four-Quadrant structure, or LMS integration features, as committed in the proposal.

      iv.    Failure to meet essential service obligations, such as system uptime, technical support, platform updates, or accessibility requirements during the warranty or CAMC period.

b) In such cases, the ED, MSFDA shall issue a 30-day written notice to cure the breach. If the Vendor fails to rectify the breach within this period to the satisfaction of MSFDA, the ED reserves the right to terminate the agreement and invoke the Performance Security / Bank Guarantee submitted by the Vendor.

c) Upon termination, MSFDA reserves the right to procure similar services (including LMS and content development) from alternate vendors on terms deemed appropriate by MSFDA. The terminated Vendor shall be liable for any excess costs incurred by MSFDA in obtaining such services. However, the Vendor must continue to fulfill the contract for components not terminated unless otherwise instructed by MSFDA.

## 5.4 Confidentiality

a) The Vendor, by virtue of their engagement in the design, development, hosting, maintenance of the LMS platform, and creation of digital content for Faculty Development Programs (FDPs), will be exposed to sensitive internal, academic, administrative, technical, and business information related to MSFDA and its stakeholders. The Vendor shall provide a written undertaking to ensure that such information is not used for any purpose outside the scope of the contract nor disclosed to any unauthorized party in any form. The Vendor shall be responsible for maintaining the confidentiality of all proprietary information, LMS architecture, course materials, platform data, and related content. All employees, subcontractors, or consultants associated with the Vendor must sign a Non-Disclosure Agreement (NDA) with the Executive Director (ED), MSFDA.

b) Any unauthorized disclosure or misuse of MSFDA's proprietary or confidential information—except where disclosure is mandated by law or competent authority—shall constitute a material breach of the agreement. Such breach may lead to immediate termination of the contract, forfeiture of performance security, blacklisting of the Vendor, and initiation of legal proceedings by MSFDA for breach of trust.

c) The Vendor shall implement adequate safeguards, including administrative, technical, and physical security measures, to ensure the confidentiality and integrity of MSFDA's data and to prevent unauthorized access, duplication, transmission, or misuse.

d) Unless explicitly authorized in writing by ED, MSFDA, neither party may disclose the terms of this agreement nor any confidential data, reports, LMS structures, courseware, or advice exchanged under this engagement. However, such confidential information may be disclosed under the following conditions:

- It becomes public knowledge through no fault of the receiving party;

- It is lawfully received from a third party not bound by confidentiality;

- It is independently developed by the receiving party without reference to the disclosing party's data;

- It is required to be disclosed under applicable law, legal or regulatory process;

- It is necessary to be disclosed for the enforcement of rights under this Agreement.

e) The confidentiality obligations under this clause shall survive for a period of three (3) years following the termination or expiration of this Agreement.

## 5.5 Project Extension

The Executive Director (ED), MSFDA reserves the right to extend the Agreement upon its expiry for the continuation of services related to the Learning Management System (LMS) development, maintenance, and/or digital content creation, without the necessity of initiating a new tender or bid process. This extension may be granted for a period of up to one (1) year, at the sole discretion of ED, MSFDA.

Such an extension may be considered under the following circumstances:

a) Satisfactory performance of the Vendor during the original contract duration;

b) Technological or functional continuity, where the existing Vendor's familiarity with the system or content is critical for smooth operation and enhancement of the LMS;

c) Exceptional administrative or operational reasons where a transition to a new Vendor would disrupt MSFDA's ongoing or scheduled programs.

All terms and conditions during the extension period shall remain consistent with the existing agreement unless mutually agreed otherwise in writing.

5.6   Intellectual Property Rights (IPR)

a)  All Intellectual Property Rights, including copyrights, trademarks, and patents arising from the design, development, customization, and implementation of the Learning Management System (LMS) and associated digital content (including multimedia, instructional materials, assessments, and related assets) created under this Contract shall be the exclusive property of MSFDA. The Agency acknowledges that MSFDA shall own the complete rights, title, and interest in all deliverables, source code, data structures, configurations, and digital assets created during the course of this engagement.

b)  The Agency shall ensure that no part of the LMS platform, digital content, tools, or any related components infringes upon the Intellectual Property Rights of any third party. The Agency shall be fully liable and shall indemnify and hold harmless MSFDA against any claims, damages, losses, expenses (including legal costs), or proceedings arising from any actual or alleged infringement of third-party intellectual property rights.

c)  Notwithstanding the above, any pre-existing proprietary materials or components that are not developed exclusively under this Contract but are included in the final deliverables (such as frameworks, libraries, templates, etc.) shall remain the intellectual property of the Agency. However, the Agency shall grant MSFDA a non-exclusive, perpetual, irrevocable, royalty-free, and transferable license to use, modify, reproduce, and distribute such pre-existing materials as integrated into the LMS or content deliverables for the purposes of institutional use.

d)  The Agency shall also ensure that all licenses for third-party tools or software components used within the LMS or content development (if any) are obtained legally and transferred or sublicensed to MSFDA, wherever applicable.

5.7   Governing law and Jurisdiction

This agreement and any dispute arising from it, whether contractual or non-contractual, will be governed by laws of India and subject to arbitration clause, be subject to the executive jurisdiction of the competent courts of India.

5.8  Performance Security Deposit

5.8.1   Within 15 days of the receipt of notification of award from the MSFDA, the successful Bidder shall furnish the performance security in accordance with the conditions of the contract, in the Performance Security Form provided in the bidding document or in another form acceptable to MSFDA, as mentioned in the relevant Section

5.8.2   Failure of the successful Bidder to comply with this requirement can constitute sufficient grounds for the annulment of the award and forfeiture of the bid security in which event ED, MSFDA may take the award to the next lowest evaluated Bidder or call for new bids.

5.8.3   The firm whose tender is accepted shall deposit a Bank Guarantee as Performance Security of a value of 5 % of the total quoted project cost (including the quoted capex and opex) valid till the completion of the contract. If additional work is allotted, the agency has to deposit the additional Performance Security accordingly. The Performance Security shall be in the form of Bank Guarantee valid for minimum duration of the contract. In case of project extension, the performance security will have to be extended accordingly.

5.8.4   The successful Bidder has to furnish a security deposit so as to guarantee performance of the contract.

5.8.5   The Performance Security shall be denominated in Indian Rupees and shall be in the form of a bank guarantee issued by a nationalized / scheduled bank in India, in the format provided in the bidding documents.

5.9  Service Level Agreement.

A Service Level Agreement (SLA) shall be established between MSFDA and the successful bidder.

5.10   Signing of Contract

5.10.1 At the same time as MSFDA notifies the successful Bidder that its bid has been accepted, MSFDA will send the Bidder the Contract Form/ Memorandum of the Agreement.

5.10.2 Within 15 days of receipt of the Contract Form the successful Bidder shall sign the contract by paying the required stamp duty & registration fees as per the latest Govt. of Maharashtra directives in this regard and return it to MSFDA.

5.10.3 A representative from the bidder has to sign the contract personally at MSFDA with proper authority letter from the signing authority of the bidding company he/she is representing authorizing him / her to sign an agreement with MSFDA.

5.10.4 The jurisdiction for the contract shall be Pune in Maharashtra under the jurisdiction of Bombay High Court.

**5.11**   General Terms and Conditions

5.11.1 Bidders are required to unconditionally accept the payment terms specified in this RFP and must submit their priced bids accordingly. No deviation from the stated payment structure shall be permitted.

5.11.2 The unconditional acceptance of the Letter of Award and the submission of a Composite Performance Bank Guarantee in the prescribed format is a precondition for the release of any payments under this contract.

5.11.3 It is the clear understanding of the bidder that the entire scope of work, as defined under this tender for the design, development, customization, testing, deployment, and maintenance of the LMS and for the creation and integration of digital content for online FDPs, is included in the quoted price under the subscription model. No additional payment shall be made to achieve the desired outcomes, even for activities not explicitly stated in the RFP but deemed essential for full system functionality and program delivery.

5.11.4 The bidder shall provide an undertaking that all data, content, LMS infrastructure details, and institutional information accessed or received during the execution of this project shall remain strictly confidential. No part of such data may be shared with or disclosed to any third party without the explicit written permission of MSFDA. Any breach of confidentiality will constitute a material breach of contract and may lead to contract termination, penalty imposition, or other legal action as deemed appropriate by ED, MSFDA.

5.11.5 In case of recurring operational expenditures, including but not limited to bandwidth charges, cloud hosting, internet connectivity, or third-party integration gateways, MSFDA reserves the right to review and renegotiate quoted prices at any time during the contract period, based on prevailing market rates and services offered by authorized service providers (ISPs/TSPs).

# 6  PROPOSAL SUBMITTAL AND EVALUATION

## 6.1  General Instructions

6.1.1 Proposals should be prepared simply & economically and provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of this tender. Emphasis should be on completeness and clarity of content.

6.1.2 The bidders must quote for each line item mentioned in the schedule of quantities. Partial quotes will be summarily rejected.

## 6.2  Proposal Format & Contents

6.2.1 Bidders must follow all formats and address all portions of the tender set forth herein, including all the Corrigenda issued, providing all information requested. Bidders may retype or duplicate any portion of this Tender Document for use in responding to the tender, provided that the proposal clearly addresses all of MSFDA's information requirements.

6.2.2 Bidders must respond to every section/subsection of this document under the Technical (Unpriced) Proposal. All information presented in a proposal must be relevant in response to a requirement of this document, must be clearly labeled, and, if not incorporated into the body of the proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

6.2.3 All responses, as well as any reference material presented, must be written in English. All proposal pages must be numbered & sections appropriately cross-referenced in the Table of Contents.

6.2.4 Commercial Proposal and pricing information shall not be included in the Technical Proposal. Inclusion of Commercial Proposal amounts in the Technical Proposal shall make the proposal non-responsive and the proposal shall be rejected.

6.2.5 Bidders must organize their Technical Proposals as defined below to ensure consistency and to facilitate the evaluation of all responses. All the sections listed below must be included in the proposal, in the order presented with the Section Number listed. The required proposal sections are:

6.2.6 Table of Contents: A table of contents providing a listing for each section of the proposal is required, including the appendices and any additional material submitted.

6.2.7 Company Overview: This section should provide information about the Bidder's company, services, and corporate structure -including an organizational review, key contacts, and customer relations. This section must include the following information:

- A brief description of the company

- Company history

- Current size of company

- Company location

- Length of time in business

- Length of time providing type of service outlined in this proposal

- Qualifications of the company to respond to this tender

- Names, addresses, telephone numbers, email addresses of principal company contacts for this RFP response.

6.2.8 Experience and References: In this section, the Bidder should discuss the firm's experience in executing similar projects, clearly indicating the date of the PO, date of completion, project value & brief description of the project. It is the bidder's responsibility to include/attach, with suitable cross-reference to, the necessary documentary evidence to substantiate the claim. Provide at least three references where the proposed solution is in operation. References must include:

- Contact Name

- Contact Address

- Contact Telephone Number

- Contact E-mail Address

6.2.9 Proposed System Overview: A brief description of the proposed system must be provided so that MSFDA can gain a basic understanding of the standard capabilities of the system. System strengths and weaknesses should be clearly noted. The system overview should include a detailed system description, detailed system architecture diagram showing part numbers used, detailed specifications and quantities of parts / components used and solution features etc.

6.2.10 Compliance/Exception to Specifications: Although the specifications in the requirements section represent MSFDA's anticipated needs, there may be instances in which it is in MSFDA's best interest to permit exceptions to specifications and accept alternatives. It is extremely important that Bidders make very clear where an exception is taken to the specifications and how alternatives will be provided. Therefore, exceptions, conditions, or qualifications to the provisions of MSFDA's specifications must be clearly identified as such, together with the reasons, and inserted in this section of the proposal. If the Bidder does not make it clear that an exception is taken, ED, MSFDA will assume the proposal is responding to and will meet the specification as written. If, during the technical evaluation, ED, MSFDA finds out that some exception was not recorded with the sole intention of misguiding the Technical Evaluation Committee, ED, MSFDA may decide, at its sole discretion, to treat such proposal as non-responsive.

6.2.11 Additional Information: All additional information the Bidder deems as pertinent to their proposal, must be included in this section. This includes quality certificates, documentary evidences of various claims made, Manufacturer Authorization Letters (from the OEMs of all the system components), technical sheets & any other document required to be furnished under various sections of this RFP. This section may also include test reports, marketing materials, case studies etc. Please note that all the MAFs are mandatory and should specifically be marked to ED, MSFDA.

6.2.12 The following documents are required to be submitted along-with the Technical Proposal. Non submission of any of the documents may result in the proposal being treated as non-responsive:

- Declaration that they have not been banned/delisted/blacklisted

- Manufacturers' Authorization Letter

- Certificate from the OEMs certifying that the offered products are not End of Life Products

## 6.3 Evaluation Process

6.3.1 Pre-Qualification Criteria

   a) the bidder will be assessed on the mandatory prequalification criteria specified in clause 3.1.
   b) MSFDA will assess the bidder's capabilities against the pre-qualification criteria.

Only those bidders' who meet / exceed the pre-qualification criteria shall proceed for technical evaluation.

6.3.2 The bids of only those Bidders shall be technically evaluated who stand qualified in the prequalification stage/criteria. All proposals shall be reviewed by the Project Consultants to determine compliance with basic proposal requirements as specified in this tender document. If the Consultant determines that a proposal may be missing one or more such requirements, they shall review the proposal to determine:

   • If it meets requirements for further evaluation;

- If MSFDA shall request clarification(s) or correction(s); or
- If MSFDA shall determine the proposal non-responsive and reject it

6.3.3 All proposals will be primarily evaluated for the compliance with prequalification criteria mentioned in this tender document. Subsequently, the proposed solution of the bidder will be evaluated for compliance with functional requirements specified in this tender document. Only those bidders which have proposed a complete solution satisfying MSFDA's functional requirements will be selected for detailed technical evaluation. The verification of the compliance of the solution with functional requirements may call for detailed presentations / solution demonstrations customer visits, which may be intimated to bidders at a suitable time.

6.3.4 ED, MSFDA reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the Project Consultants and, if held, shall be after initial evaluation of Technical Proposals. If clarifications are made as a result of such discussion, the Bidder shall put such clarifications in writing. MSFDA's intent in this regard shall be communicated to the Bidder/s at least 3 days in advance

6.3.5 Detailed technical evaluation of the proposals submitted by the Bidder will be carried out by MSFDA along with the Project Consultant.

6.3.6 ED, MSFDA reserves the right to delete any of the items in the Schedule of Rates at the time of placement of Letter of Intent/Purchase Order. The decision of ED, MSFDA shall be final and binding.

6.3.7 No suo-moto reduction in prices quoted by Bidder shall be permitted after opening of the bid. If any Bidder unilaterally reduces the prices quoted by him in his bid after opening of bids, the bid (s) of such Bidder(s) will be liable to be rejected. Such reduction shall not be considered for comparison of prices but shall be binding on the Bidder in case he happens to be a successful Bidder for award of work.

6.3.8 MSFDA may request:

- An interview and/or open forum meeting with the technical teams of the Bidders or the OEMs.
- A reference checking meeting with the clients provided by the Bidder
- A visit to the office/facilities of the Bidder

6.4 Technical Evaluation Process

The evaluation process for the selection of the Bidder shall be as follows:

The selection of the successful bidder shall be based on a **Two-Stage Evaluation Process: Technical Evaluation** and **Financial Evaluation.** The final selection will follow the **Quality and Cost Based Selection (QCBS) method**, with **60% weightage assigned to the Technical Score and 40% weightage to the Financial Score.**

In the **Technical Evaluation**, the bidder receiving the **highest technical marks** will be awarded the **highest percentage score**. Other bidders will be allotted scores in proportion to the highest score received.

In the **Financial Evaluation**, the bidder quoting the **lowest financial bid (L1)** will be awarded the **highest percentage score**. Other bidders will receive proportionately lower scores based on their quoted amount.

The final composite score will be the **sum of the normalized Technical Score and Financial Score**. The bidder with **the highest composite score** shall be selected as the **Successful Bidder**.

Please note that only those bids which score **a minimum of 70 % of marks in the Technical Evaluation** shall be **considered for final commercial evaluation**.

6.4.1   Technical Evaluation Matrix

| Sr. No. | Evaluation Parameter | Sub-Criteria / Description | Maximum Marks |
|---|---|---|---|
| 1 | Understanding of the Project and Proposed Solution | Evaluation will be based on:<br>- Understanding of project objectives<br>- Proposed technical solution and architecture<br>- LMS design and customization approach<br>- Integration with existing systems<br>- Plan to meet all LMS functionalities and content delivery models | 30 |
| 2 | Number of Persons Deployed at MSFDA for Project Execution | - 6 to 7 – 20 marks<br>- 4 to 5 – 15 marks<br>- 2 to 3 – 10 marks | 20 |
| 3 | CMMI Level Certification | - CMMI Level 5 – 10 marks<br>- CMMI Level 4 – 8 marks<br>- CMMI Level 3 – 6 marks | 10 |

| Sr. No. | Evaluation Parameter | Sub-Criteria / Description | Maximum Marks |
|---|---|---|---|
| 4 | Experience in Designing and Developing Educational e-Learning Solutions/LMS/Digital Content | Relevant to training or academic institutions:<br>- 5 or more projects (> ₹20 lakhs each) – 10 marks<br>- 3 to 4 projects – 8 marks<br>- 1 to 2 projects – 6 marks | 10 |
| 5 | Experience in Providing Learning Management Systems (LMS) | - 5 or more LMS implementations – 10 marks<br>- 3 to 4 implementations – 8 marks<br>- 1 to 2 implementations – 6 marks | 10 |
| 6 | Quality of Projects Executed (based on submitted case studies and references) | Quality, innovation, scalability, and success of past projects will be considered | 10 |
| 7 | Capability and Experience of the Proposed Project Management Team (including instructional designers and content team) | Based on qualification, expertise in LMS/content development, and relevant past experience of team members proposed for the assignment | 10 |
| | Total | | 100 |

For technical evaluation, the bidders will be required to make a presentation on points mentioned in the Technical Evaluation Matrix before a committee designated by the ED, MSFDA. During the presentation, the proposed project management team members should remain present.

## 6.5 Final Commercial Evaluation

Final commercial evaluation shall be carried out purely on the basis of lowest total quoted price from amongst the technically qualified bidders.

# 7 SCHEDULE OF QUANTITIES

Commercial Bid Format

| SI. No. | Item Description | Quantity | Units | Quoted Currency in INR/ Other Currency | RATE in Figures To be entered by the Bidder (Inc GST) Rs. P | 70% Vendor Share (Inclusive GST) | 30% MSFDA Share (Inclusive GST) |
|---|---|---|---|---|---|---|---|
| 1 | - LMS Development, Hosting, and Maintenance<br>- Content Development for 6 FDPs (LMS-integrated, 30 hours each)<br>- Mobile App Usage (access, download, notification, offline sync, etc.)<br>- Support Services (Helpdesk, Manpower, Chatbot, Communication Gateways, etc.) | | | | | | |
| 1.01 | Foundation Program for NEP 2020 Awareness | 1 | Per Participent per Module | INR | | | |
| 1.02 | Pedagogy and Assessment Strategies | 1 | Per Participent per Module | INR | | | |
| 1.03 | Holistic and Multidisciplinary Education | 1 | Per Participent per Module | INR | | | |
| 1.04 | Using Technology in Education | 1 | Per Participent per Module | INR | | | |
| 1.05 | Student Centricity | 1 | Per Participent per Module | INR | | | |
| 1.06 | Leadership Development | 1 | Per Participent per Module | INR | | | |
| | **Total in Figures** | | | | | | |

## 7.1 Subscription Fee & Revenue Sharing Clause

The revenue generated through this registration fee will be shared in the following manner:

- **70% of the fee** will be allocated to the **selected bidder (including taxes)**.
- **30% of the fee** will be retained by **MSFDA**.

The **70% share** received by the bidder shall **cover the complete scope of work**, including but not limited to:

- **Learning Management System (LMS) Development, Hosting, and Maintenance**
- **Digital Content Development** for six Faculty Development Programs (each with approximately 30 hours of learning content and LMS integration)
- **Mobile App Features** including access, content download, offline syncing, user notifications, etc.
- **Ongoing Support Services**, which encompass:
  - Helpdesk with ticketing and escalation workflows
  - Deployment of **onsite manpower** at MSFDA for the entire project duration
  - Chatbot integration for learner support
  - Communication gateway (SMS, email notifications, etc.)

This pricing model applies uniformly to all participants and modules and is inclusive of all technical and operational components required to deliver a seamless digital training experience.

# 8 ANNEXURE I – BIDDER INFORMATION SHEET

**About the Company**

| | |
|---|---|
| Name of the Company | |
| Postal Address (Regd. Office) | |
| Postal Address (Local Office) | |
| Constitution, Registration No./Date | |
| PAN | |
| GSTN | |

**About the Authorized Signatory:**

| | | | |
|---|---|---|---|
| Name | | Designation | |
| Office Address | | Email | |
| Tel. Nos. | | Cell No. | |

**Company Financials/Headcount**

| | FY 2024-2025 | FY 2023-24 | FY 2022-23 |
|---|---|---|---|
| Turnover (INR) | | | |
| Net Worth (INR) | | | |
| Total Employee Headcount | | | |

**Company Experience**

| Project Name | Customer Name & Address | Project Description (include link to live websites) | Project Value | Contract Period (From-To) | Project Status | Contact Person, Contact Tel. No. & Email |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |
| . | | | | | | |
| N | | | | | | |

# 9 ANNEXURE II – BIDDER'S UNDERTAKING

Date:

To,

The Executive Director

MSFDA, Pune

Sub: Undertaking for Tender No. _____

Dear Sir,

On behalf of M/s....................................................... (Name of the Bidder), I, the undersigned, state that all the information stated above as well as in other parts of our bid is true.

I do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the Bid Document while performing the contractual obligations relating to the project.

Also, I do affirm & assure that the solution proposed by us is complete & total meeting all the functional requirements of the project as stated in the Bid Document.

I also confirm that our company, associates, partners or OEMs included in our bid, have never been blacklisted or put on any holiday listing by any Central / State Government / Government body / institution.

I also confirm that none of the shareholders, Directors or management of our company are involved in any capacity with any other company that is blacklisted or put on any holiday listing by any Central / State Government / Government body / institution.

Yours faithfully,

(Authorised Signatory)

Name, Signature & Seal of the Bidder


Place:

Date:

# 10 ANNEXURE III – PRE-BID QUERY FORMAT

The pre-bid queries should be **emailed only in MS Excel** format as per the following table:

| S.N | Company Name | RFP Section No. | RFP Page No. | Clause | Query |
|-----|--------------|-----------------|--------------|--------|-------|
|     |              |                 |              |        |       |
|     |              |                 |              |        |       |
|     |              |                 |              |        |       |
|     |              |                 |              |        |       |
|     |              |                 |              |        |       |

# 11 ANNEXURE IV – DOCUMENTS TO BE SUBMITTED ALONGWITH THE BID

| Sr. No. | Envelope and Title | Documents to be attached |
|---------|--------------------|--------------------------|
| 1 | Envelope 1: "Key Submissions and Techno-Commercial Bid" | |
| 1A | Envelope 1A: "Key Submissions" | Copy of Proof of RFP Fee Payment<br><br>EMD (Proof of Payment) |
| 1B | Envelope 1B: "Techno-Commercial Bid" | • RFP document, Agreement and Corrigendum /Addendum, if any, signed &sealed by the authorized representative<br><br>• Bidder Information Sheet<br><br>• Bidder's Undertaking<br><br>• Bidder's Similar Experience along with the necessary documents as per RFP<br><br>• Manufacturer's Authorisation Form<br><br>• Financial Capability Statement as per along with Audited Annual accounts as per RFP.<br><br>• Power of Attorney |

|   |   |   |
|---|---|---|
|   |   | • Declaration of Non-blacklisting |
|   |   | • No deviation certificate |
|   |   | • Technical Compliance |
|   |   | • Technical Proposal |
|   |   | • Any other documents required as per the RFP terms. |
|   |   | *The Price Bid / prices should not be mentioned anywhere in Envelope-1.* |
| 2 | Envelope 2: Price Bid | To be submitted online via e-tendering portal |